



General conditions of purchase

§ 1 General - Scope

(1) Exclusively our purchase conditions shall apply; we do not recognize contradictory conditions of purchase or deviating conditions of the customer unless we have expressed a clear written agreement with their application. Our terms and Conditions of purchase also apply if we accept the customer's delivery unconditionally, even know that the customer's terms and conditions contradict or differ from our terms and conditions of sale.

(2) All agreements between us and the customer for the execution of this agreement shall be reflected in this agreement in writing.

(3) Our purchase conditions shall only apply towards entrepreneurs according to § 310 para. 1 GERMAN CIVIL CODE.

§ 2 Offer - Tender Offer Documentation

(1) Our offer is free of obligation unless the order confirmation indicates otherwise.

(2) We reserve ownership and copyright of drawings, pictures, calculations and other documentation. This also applies to written documents marked as "confidential". Prior to their subsequent transfer to a third party, the customer must obtain our written consent.

They must be used exclusively for production on the basis of our order and must be returned to us without a reminder once the order has been completed. It is necessary to observe their confidentiality with respect to third parties, if the provisions of § 9 paragraph are additionally applicable. (5).

§ 3 Prices - Terms of payment

(1) The price specified in the order is mandatory. In the absence of a written agreement, the price includes delivery type "home delivery", incl. packaging. To return the package, you must enter into a special agreement.

(2) The price includes VAT as prescribed by law.

(3) The processing accounts we can carry out only if they - in accordance with the criteria in our order - specify the order number; responsible for all consequences in connection with non-fulfillment of this obligation the supplier is responsible, if he fails to provide documentary evidence that they have arisen not through his fault.

(4) We shall pay the purchase price, unless otherwise agreed in writing, within 14 days of delivery and receipt of the invoice, with a 2 % discount or within 30 days of receipt of the invoice.

(5) We shall have the right to compensation and the right to abstain from execution to the extent prescribed by law.



§ 4 Delivery Time

- (1) The delivery time specified in the order is mandatory.
- (2) The supplier shall immediately notify us in writing in the event of circumstances, or if he recognizes circumstances from which it follows that the stipulated delivery time cannot be observed.
- (3) In the event of a delay in delivery, we shall be entitled to claim a lump sum payment of 1% of the delivery cost for each full week, but not more than 5 %; we reserve the right to further statutory requirements (waiver of contract and indemnification instead of performance of work). The supplier has the right to provide us with documentary evidence that no damage has occurred as a result of the delay, or the amount of damage is significantly less.

§ 5 The transfer of risk - documents

- (1) If there is no other written agreement, delivery shall be executed as "home delivery".
- (2) The supplier must clearly indicate our delivery number on all shipping documents and invoices; otherwise, we are not responsible for the resulting processing delay.

§ 6 Consideration of the disadvantages - liability for defects

- (1) We are obliged to inspect the goods within a reasonable period of time for possible deviations in quality and quantity; a complaint is timely if it is received by the supplier within three working days of receipt of the goods or, in the case of hidden defects, from the moment of their discovery.
- (2) We are entitled to the statutory claims for defects in the unabridged volume, and, in any case we shall be entitled at its option to require the supplier to rectify the fault or supply a new product. We reserve the unconditional right to compensation of damages, in particular, for damages instead of payment.
- (3) We have the right to repair the defect ourselves at the expense of the supplier if the supplier is delayed in repairing the defect.
- (4) The limitation period shall be 36 months from the time of transfer of risk, unless the mandatory provision of §§ 445b, 478 para. 2 GERMAN CIVIL CODE.
- (5) This does not affect the remaining mandatory provisions of the retrogressive claim in relation to deliveries

§ 7 Manufacturer's warranty - authorization - insurance coverage for civil liability insurance

- (1) If the supplier is liable for damage caused to the products, he is accordingly obliged, upon request, to release us from the claims of third parties for damages, if the cause is in the sphere of his influence or organization, and he is responsible in relations with third parties.
- (2) Under its own responsibility for cases of damage under the paragraph. (1) the supplier shall also reimburse us for all expenses under §§ 683, 670 of the German civil code or §§ 830, 840, 426 of the German civil code arising out of or in connection with the withdrawal of the products performed by us and on legal grounds. If it is possible and reasonable we inform the supplier in advance about the content and volume of such recall activities and give him an opportunity to express his opinion.



(3) We shall inform the relevant competent authority in accordance with the provisions of the product safety Act (ProdSG) as necessary by the agreement with the supplier.

(4) The supplier undertakes to provide liability insurance for products with a sum of € 10 million (ten million euro) for each injury/material damage event - lump sum - during the term of this contract, i.e. before the corresponding expiry of the limitation period for damage; if we have additional rights to compensation, this provision shall not affect them.

§ 8 Law enforcement

(1) The supplier warrants that this delivery does not infringe the rights of third parties on the territory of the Federal Republic of Germany in connection with and by delivery.

(2) If a third party makes a claim against us in this regard, the supplier shall, upon written request, release us from such claim.

(3) In the event of a third party's claim for damages, the supplier reserves the right to provide documentary evidence that the violation of the third party's rights was not his fault. We have no right to enter into any agreement with a third party without the consent of the supplier, in particular, to enter into a settlement transaction.

(4) The obligation to obtain the permission of the supplier refers to the cost arising in us of necessity, because of the claims of a third party or in connection with this, if the supplier does not provide documentary evidence that the breach of the obligation underlying the violations of the right of ownership, was not his fault.

(5) The limitation period for these requirements shall be three years from the date of transfer of risks

§ 9 Reservation of property rights - supply - tools - confidentiality

(1) If we provide parts to the supplier, we reserve ownership of them. The supplier performs their processing and transformation for us. If a conditionally sold item is processed with other items that do not belong to us, we acquire joint ownership of the new item in proportion to the value of our item (purchase price incl. VAT) and other processed items at the time of processing.

(2) If an item sold conditionally by us is inseparably mixed with other items not belonging to us, we acquire joint ownership of the new item in proportion to the value of the item sold conditionally (purchase price incl. VAT) and other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item should be considered as the main item, it is considered agreed that the supplier transfers to us the right of joint ownership of the item in proportion to the value of the conditionally sold item; the supplier retains exclusive ownership or joint ownership for us.

(3) We reserve ownership of the tools; the supplier is obliged to use the tools only for the production of the goods ordered by us. In addition, the supplier is obliged at his own expense to insure the tools belonging to us for the restoration of property from damage that may be caused by fire, water or theft. At the same time, the supplier is already giving us all rights to compensation arising from this insurance; we hereby accept this assignment. The supplier is obliged in due time for the light to make on our tool necessary works on carrying out maintenance and inspection, and also all types of



current repair and elimination of malfunctions. He must immediately inform us of any faults; if he does not do so through his fault, this does not affect the right to damages.

(4) If the security rights arising under the paragraph. (1) and/or paragraph. (2) exceed the purchase price of all our goods not yet paid for conditionally sold by more than 10 %, at the request of the supplier we are obliged at our discretion to grant permission for security rights.

(5) The supplier shall maintain strict confidentiality with respect to all drawings, drawings, calculations and other documents and information received. It is possible to disclose them to third parties only with our unconditional permission. The obligation of confidentiality also applies after the implementation of this agreement. However, it is canceled if the information about the technological process in the transferred drawings, pictures, calculations and other documents becomes publicly known or was already known to the supplier at the time of the message according to paragraph 1, which is documented.

§ 10 Jurisdiction - place of execution of obligations

- (1) If the customer is a merchant, the place of jurisdiction shall be our company's place of business; however, we may bring a claim against the customer in court at his/her place of residence.
- (2) If the order confirmation does not indicate otherwise, the location of our company is the place of execution of the obligations.