

General Conditions of Purchase

§ 1 General - Scope

(1) Our conditions of purchase apply exclusively; We do not recognize conditions of the supplier that conflict with or deviate from our purchasing conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply if we accept the supplier's delivery without reservation, knowing that the terms of the supplier conflict with or differ from our terms of purchase.

(2) All agreements made between us and the supplier for the purpose of executing this contract must be set out in writing in this contract.

(3) Our terms and conditions of purchase only apply to entrepreneurs in accordance with Section 310 (4) BGB.

§ 2 offer - offer documents

(1) The supplier is obliged to accept our order within a period of two weeks.

(2) We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for the manufacture based on our order .; after the order has been processed, they must be returned to us without being asked. They are to be kept secret from third parties, in this respect the provisions of Section 9 (4) apply in addition.

§ 3 prices - terms of payment

(1) The price shown in the order is binding. In the absence of a different written agreement, the price includes delivery "free domicile", including packaging. The return of the packaging requires a special agreement.

(2) The statutory value added tax is included in the price.

(3) We can only process invoices if they - in accordance with the specifications in our order - state the order number shown there; The supplier is responsible for all consequences resulting from non-compliance with this obligation, unless he can prove that he is not responsible for them.

(4) Unless otherwise agreed in writing, we pay the purchase price within 14 days, calculated on delivery and receipt of the invoice, with a 2% discount or net within 30 days after receipt of the invoice.

(5) We have statutory rights of set-off and retention.

§ 4 delivery time

(1) The delivery time specified in the order is binding.

(2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him, from which it follows that the stipulated delivery time cannot be met.

(3) In the event of a delay in delivery, we are entitled to statutory claims. In particular, we are entitled to demand compensation instead of performance and withdrawal after a reasonable period has expired without result. If we request damages, the supplier has the right to also prove that he is not responsible for the breach of duty.

§ 5 transfer of risk - documents

(1) Unless otherwise agreed in writing, delivery must be made free domicile.

(2) The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if he fails to do so, we are not responsible for delays in processing.

§ 6 inspection of defects - liability for defects

- (1) We are obliged to check the goods for any deviations in quality and quantity within a reasonable period; the complaint is timely if it is received by the supplier within a period of five working days from receipt of the goods or in the case of hidden defects from discovery.
- (2) We are entitled to the statutory claims for defects in full; in any case, we are entitled to demand that the supplier remedy the defect or deliver a new item. The right to compensation, in particular the right to compensation instead of performance, is expressly reserved.
- (3) We are entitled to remedy the defect ourselves at the supplier's expense if there is a delay or if there is a particular need for urgent action.
- (4) The limitation period is 36 months, calculated from the transfer of risk.

§ 7 product liability - exemption - liability insurance protection

- (1) Insofar as the supplier is responsible for product damage, he is obliged to indemnify us from third party claims for damages to the extent that the cause is within his sphere of control and organization and he is personally liable in the external relationship.
- (2) Within the scope of his liability for damage in the sense of paragraph (1), the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB that arise from or in connection with a recall campaign carried out by us. We will inform the supplier - as far as possible and reasonable - about the content and scope of the recall measures to be carried out and give him the opportunity to comment. Other legal claims remain unaffected.
- (3) The supplier undertakes to maintain product liability insurance with a sum insured of € 10 million per personal injury / property damage - as a lump sum; if we are entitled to further claims for damages, these remain unaffected.

§ 8 property rights

- (1) The supplier guarantees that no rights of third parties within the Federal Republic of Germany are violated in connection with his delivery.
- (2) If a claim is made against us by a third party, the supplier is obliged to release us from these claims upon first written request; we are not entitled to make any agreements with the third party - in particular to conclude a settlement - without the consent of the supplier.
- (3) The supplier's duty to indemnify relates to all expenses that we incur as a result of or in connection with claims by a third party.
- (4) The limitation period is 10 years, calculated from the conclusion of the contract.

§ 9 retention of title - provision - tools - confidentiality

- (1) If we provide parts to the supplier, we reserve ownership of them. Processing or transformation by the supplier is carried out for us. If our reserved goods are processed with other objects that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed objects at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the thing of the supplier is to be regarded as the main thing, it is agreed that the supplier transfers proportional co-ownership to us; the supplier keeps sole ownership or joint ownership for us.
- (3) We reserve ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods we have ordered. The supplier is obliged to insure the tools belonging to us at their new purchase value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation from this insurance; We accept the assignment. The supplier is obliged to carry out any necessary

maintenance and inspection work on our tools as well as all maintenance work at his own expense in good time. He must report any accidents to us immediately; if he culpably neglects this, claims for damages remain unaffected.

(4) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation also applies after the execution of this contract; it expires if and insofar as the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.

(5) Insofar as the security rights to which we are entitled in accordance with Paragraphs (1) and / or Paragraph (2) exceeds the purchase price of all our unpaid reserved goods by more than 10%, we are at our request to release the security rights at our discretion Committed.

§ 10 Place of jurisdiction - place of performance

(1) If the supplier is a merchant, our place of business is the place of jurisdiction; however, we are also entitled to sue the supplier at his place of residence.

(2) Unless otherwise stated in the order, our place of business is the place of performance.

General conditions of sale

§ 1 General - Scope

(1) Our sales conditions apply exclusively; We do not recognize any conditions of the customer that conflict with or deviate from our sales conditions, unless we have expressly agreed to their validity in writing. Our terms of sale also apply if we carry out the delivery to the buyer without reservation, knowing that the terms of the customer conflict with or differ from our terms of sale.

(2) All agreements made between us and the customer for the purpose of executing this contract must be set out in writing in this contract.

(3) Our sales conditions apply only to entrepreneurs within the meaning of § 310 Paragraph 1 BGB.

§ 2 offer - offer documents

(1) If the order qualifies as an offer according to § 145 BGB, we can accept it within two weeks.

(2) We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as "confidential". The customer requires our express written consent before passing them on to third parties.

§ 3 prices - terms of payment

(1) Unless otherwise stated in the order confirmation, our prices apply "ex works", excluding packaging; this will be invoiced separately.

(2) The statutory value added tax is not included in our prices; it is shown separately on the invoice at the statutory rate on the day of invoicing.

(3) The deduction of cash discount requires a special written agreement.

(4) Unless otherwise stated in the order confirmation, the purchase price is payable net (without deduction) within 30 days of the invoice date. The legal rules regarding the consequences of late payment apply.

(5) The purchaser is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us. He is also authorized to exercise a

right of retention insofar as his counterclaim is based on the same contractual relationship.
§ 4 delivery time

(1) The beginning of the delivery time specified by us requires the clarification of all technical questions.

(2) Compliance with our delivery obligation also requires the timely and proper fulfillment of the customer's obligation. The exception of the unfulfilled contract remains reserved.

(3) If the customer defaults on acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for the damage we incur, including any additional expenses. Further claims remain reserved.

(4) If the requirements of paragraph (3) are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer at the point in time when the customer is in default of acceptance or debtor.

(5) We are liable in accordance with the statutory provisions insofar as the underlying sales contract is a fixed transaction within the meaning of Section 286 (2) No. 4 BGB or Section 376 HGB. We shall also be liable in accordance with the statutory provisions if, as a result of a delay in delivery for which we are responsible, the customer is entitled to assert that his interest in the further fulfillment of the contract has ceased.

(6) We are also liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; the fault of our representatives or vicarious agents is to be attributed to us. Unless the delivery contract is based on an intentional breach of contract for which we are responsible, our liability for damages is limited to the foreseeable, typically occurring damage.

(7) We are also liable according to the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable violation of an essential contractual obligation; in this case the liability for damages is limited to the foreseeable, typically occurring damage.

(8) In addition, in the event of a delay in delivery, we shall be liable for delayed completion for each full week within the scope of a flat-rate compensation for delay in the amount of 3% of the delivery value, but not more than 15% of the delivery value.

(9) Further legal claims and rights of the customer are reserved.

§ 5 transfer of risk - packaging costs

(1) Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.

(2) Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back. The customer is obliged to dispose of the packaging at his own expense.

(3) If the customer so desires, we will cover the delivery with a transport insurance; the purchaser bears the costs incurred in this regard.

§ 6 liability for defects

(1) Claims for defects on the part of the purchaser presuppose that the purchaser has properly complied with his inspection and notification obligations owed pursuant to Section 377 HGB.

(2) If there is a defect in the purchased item, the customer is entitled to choose whether to remedy the defect or to deliver a new, defect-free item. In the event of the defect being remedied, we are obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, insofar as this does not increase due to the fact that the object of purchase has been moved to a location other than the place of performance.

(3) If the supplementary performance fails, the purchaser is entitled to choose between withdrawing or reducing the price.

(4) We are liable according to the statutory provisions if the purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of willful breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

(5) We are liable according to the statutory provisions if we culpably violate an essential contractual obligation; in this case the liability for damages is limited to the foreseeable, typically occurring damage.

(6) Insofar as the purchaser is entitled to compensation for the damage instead of performance, our liability is also limited in the context of paragraph (3) to compensation for the foreseeable, typically occurring damage.

(7) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

(8) Unless otherwise stipulated above, liability is excluded.

(9) The limitation period for claims for defects is 12 months from the transfer of risk.

§ 7 total liability

(1) Any further liability for damages than provided for in § 6 is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from negligence when concluding the contract, due to other breaches of duty or due to tortious claims for damage to property according to § 823 BGB.

(2) Insofar as the liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, employees, representatives and vicarious agents.

§ 8 securing retention of title

(1) We reserve ownership of the purchased item until all payments from the delivery contract have been received. In the event of behavior contrary to the contract, in particular in the event of late payment, we are entitled to take back the purchased item. The withdrawal of the purchased item by us does not constitute a withdrawal from the contract unless we have expressly stated this in writing. The attachment of the goods by us always means a withdrawal from the contract. After taking back the object of sale, we are authorized to sell it, the proceeds from the sale are to be deducted from the buyer's liabilities - less reasonable costs of sale.

(2) The customer is obliged to treat the purchased item with care; in particular, he is obliged to adequately insure them against fire, water and theft damage at replacement value at his own expense. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.

(3) In the event of attachment or other intervention by third parties, the customer must immediately notify us in writing so that we can file a lawsuit in accordance with Section 771 of the ZPO. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer is liable for the loss we incurred.

(4) The customer is entitled to resell the purchased item in the ordinary course of business; However, he already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim that arise from the resale against his customers or third parties, regardless of whether the object of sale has been resold without or by agreement, The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the purchaser meets his payment obligations from the proceeds received, does not fall into arrears and, in particular, there is no application to open bankruptcy or settlement or insolvency proceedings or payment is suspended. However, if this is the case, we can request that the customer inform us of the assigned claims and their debtors, provide all the

information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(5) The processing or transformation of the purchased item by the customer is always carried out for us. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. For the thing resulting from processing, the same applies as for the purchased item delivered with reservation.

(6) If the purchased item is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers proportional co-ownership to us. The purchaser keeps the resulting sole ownership or joint ownership for us.

(7) The customer also assigns to us the claims to secure our claims against him, which arise from the connection of the purchased item to a property against a third party.

(8) We undertake to release the securities to which we are entitled at the request of the customer insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is incumbent on us.

§ 9 Place of jurisdiction - place of performance

(1) If the customer is a businessman, our place of business is the place of jurisdiction; however, we are entitled to sue the customer at his place of residence.

(2) The law of the Federal Republic of Germany applies; the validity of the UN sales law is excluded.

(1) Unless otherwise stated in the order confirmation, our place of business is the place of performance.