

■ General Terms and Conditions of Purchase and Delivery

I. General terms

- (1) All our suppliers' deliveries, services and offers shall be effected solely on the basis of the present General Terms and Conditions of Purchase and Delivery. The present General Terms and Conditions of Purchase and Delivery are part and parcel of all contracts that we conclude with our suppliers regarding deliveries and services offered by them. They shall apply also to all future deliveries, services or offers to us, even if they are not agreed again separately.
- (2) The General Terms and Conditions of our suppliers or third parties shall not apply, even if we do not object to their application separately in individual cases. Even if we make reference to any communication containing or referring to the Terms and Conditions of the supplier or of any third party, this does not constitute consent to the applicability of such Terms and Conditions. Conflicting terms of sale and/or conditions of payment or such terms that deviate from our terms and conditions shall expressly not apply, unless we have expressly recognised them in writing in individual cases.

II. Orders and contracts

- (1) Contracts (order and acceptance) and release orders, as well as amendments and additions thereto, shall be made in writing. Release orders may also be made via remote data transmission. Verbal confirmations on our part prior to the conclusion of the contract are legally non-binding and verbal understandings between the contractual parties shall be replaced by the written contract, as long as the terms of the contract do not expressly stipulate that prevailing conditions shall continue to apply.
- (2) The acceptance of each order shall be promptly confirmed by the supplier after receipt, at the latest within one week of receipt. If no written acceptance of our order is executed within the aforementioned one-week period, we shall no longer be bound to the order. The time at which we receive the declaration of acceptance of the order shall be authoritative for determining whether the order has been accepted in time.
- (3) The supplier shall point out any errors and ambiguities that the order may contain. Any departure from the order in the acceptance of order shall require our express written confirmation.

III. Delivery deadlines and dates

- (1) The delivery shall be effected by the dates stated in our orders and release orders. Changes are only permissible with our prior written consent.
- (2) In the event of delivery delay, we shall be entitled to any claims and rights according to law without any limitation. The supplier shall compensate us for all additional costs incurred owing to late deliveries or services. Acceptance of a delayed delivery or service shall not constitute any waiver of the claims and rights to which we are legally entitled.
- (3) We shall be entitled to demand payment of a contractual penalty for delivery delays, after issuing a previous written warning to the supplier, for each commenced week of the delay at a sum of 0.5 %, and a maximum of 5 %, of the order value. The contractual penalty shall be set off against the delay damages to be replaced by the supplier.

IV. Dispatch

- (1) Delivery items shall be packaged and dispatched appropriately. Packaging and forwarding instructions shall be adhered to. Each delivery shall be accompanied by a delivery note. The confirmation of order, the delivery note and the invoice shall contain the order number, our part or material number and the exact description of the delivery item. Any additional expenses incurred by the ordering party due to the non-observance of the aforementioned provisions shall be at the supplier's expense. A flat rate of € 25.00 shall be billed accordingly. The supplier reserves the right to provide evidence of lower damages in individual cases.
- (2) Insofar as insurance is taken out against the risk of transportation, forwarding, logistics and storage, the supplier shall bear the associated costs.
- (3) Goods are accepted from Mondays to Thursdays from 7.00 am to 2.30 pm and on Fridays from 7.00 am to 11.30 am.

V. Payments

- (1) The price stated in our order is binding.
- (2) Unless otherwise stipulated, the price includes the costs for the delivery and transportation to the mailing address stated in the contract, including packaging.
- (3) If the price agreed upon does not include packaging and the remuneration for the packaging – made available not only on loan – is not expressly specified, this shall be charged at cost price (proof to be provided)
- (4) For invoices issued up to the 15th day of the month, payments shall be effected at the end of the month and for invoices issued up to the end of the month, payments shall be effected on the 15th day of the following month less 3% cash discount or within 45 days net cash. The receipt of our transfer order at our bank shall sufficient for the payments owed to be deemed punctual.
- (5) In the event of default of payment, we shall be liable to pay default interest amounting to 5 % above the base lending rate pursuant to § 247 of the German Civil Code (BGB).

VI. Product liability

If, based on no-fault liability vis-à-vis third parties, product liability claims are made against us or if we incur damage (e.g. due to a recall) of any other kind, then the supplier shall indemnify us or, in the event of a recall, shall bear all of the costs associated with the recall campaign, insofar as the damage is due to an error for which the supplier is responsible. The supplier shall implement a quality assurance system of an adequate type and scope complying with the latest state of the art and shall maintain documentation on all relevant data. In the event of a product liability claim, the supplier is obliged to present us with the relevant documentation and documents in order to enable proof of a flawless product to be furnished.

VII. Warranty

- (1) In the event of deficiencies, we shall be entitled to all statutory claims without limitation. In derogation of the foregoing, however, the warranty period is 36 months.
- (2) Our warranty claims in respect of the delivery item or services rendered shall remain unaffected by our approval of drawings, calculations and other technical documents, as shall any claims due to a contractual breach of duty.

VIII. Inspection of incoming goods

- (1) If a quality assurance agreement exists between us and the supplier, all examinations shall take place at the supplier's premises. We shall then only check the subjects of the contract upon delivery with regard to their type of goods, the right quantity of goods and externally clearly visible transport damages; in this respect, the inspection obligations and requirements to give notice of defects pursuant to § 377 of the German Commercial Code (HGB) are restricted. Initially undetectable deficiencies occurring due to storage, manufacture or other refinement processes may be challenged at the time of their appearance.
- (2) Otherwise, notice of defects shall be regarded as having been given in time if we report them to the supplier within seven working days of our receipt of the goods. Notice of hidden defects shall be regarded as having been given in time if they are reported to the supplier within seven working days of their discovery.

IX. Transfer of risk

Regardless of the pricing and the mode of transport, the risk is transferred to us when we have received the goods at the place of receipt specified by us and confirmed the receipt.

X. Reservation of proprietary rights

- (1) The supplier's reservation of proprietary rights shall apply only in as far as they pertain to our payment obligation regarding the relevant products upon which the supplier reserves ownership. Extended or prolonged reservations of proprietary rights are especially excluded.
- (2) Any reservation of proprietary rights made vis-à-vis us shall expire upon payment to the seller. The supplier assures his ability to provide us with unrestricted ownership of the subjects of the contract. Any reservations of proprietary rights shall expire upon payment to the supplier.

XI. Ownership protection

- (1) We reserve the ownership and copyright to all orders, assignments or drawings, illustrations, calculations, descriptions and other documentation given by us to the supplier. The supplier may not make them accessible to third parties, nor publicise them or use or duplicated them, or have them used or duplicated by a third party, without our explicit consent. He shall return the documents in their entirety to us at our request if they are no longer requisite to his usual business procedures, or should the negotiations not result in the conclusion of a contract. In this case, any copies the supplier may have made of the documents are to be destroyed; this excludes any data stored pursuant to the statutory storage duties and the storage of data as a back up as part of usual data storage practice.
- (2) Any tools, devices and models that we place at the disposal of the supplier or that are manufactured for contractual purposes and are invoiced separately to us by the supplier shall remain our property or are passed on to our property. The supplier shall label the same as our property and shall store them with care, protect them against damage of any kind and use them for the purposes of the contract only. The costs of maintaining and repairing these items shall be borne in equal parts by the contractual partners – unless otherwise agreed. However, in so far as such costs are attributable to defects in objects manufactured by the supplier or to improper usage on the part of the supplier, his employees or other vicarious agents, then such costs shall be borne by the supplier alone. The supplier shall notify us without delay regarding all – and not just insignificant – damages, to such objects. Upon request, the supplier is obliged to issue these objects in proper working order to us if they are no longer required by him to fulfil the contracts concluded with us.

XII. Place of performance, jurisdictional venue

- (1) The place of performance for deliveries and services is the place of the delivery address named by us; if this is not expressly mentioned, then Coesfeld is deemed to be the place of performance.
- (2) It is agreed that Coesfeld is the jurisdictional venue vis-à-vis merchants. We reserve the right to sue the supplier at his general jurisdictional venue.
- (3) The law of the Federal Republic of Germany shall exclusively apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).