

General Terms and Conditions of Purchase

Section 1 Scope, form

(1) The present General Conditions of Purchase ("conditions of purchase") apply to all business transactions with our business partners and suppliers ("Sellers"). These conditions of purchase apply only if the Seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a public law entity or a special fund under public law.

(2) These conditions of purchase shall particularly apply to any contracts on the sale and/or the delivery of movable items ("goods") regardless of whether the Seller has produced the goods itself or purchased them from suppliers (Sections 433, 651 BGB). Unless otherwise agreed, these conditions of purchase in the version valid at the time of our order or, in any case, in the version last notified to the Seller in writing shall apply as framework agreement for any similar future contracts without us having to refer to them again in each individual case.

(3) These conditions of purchase shall apply exclusively. Any deviating, opposing or supplementary general terms and conditions of the Seller shall only become part of the contract if we have expressly agreed their validity in writing. This consent requirement shall apply in every case, for example, even if we accept deliveries from the Seller without reservation while being aware of the Seller's general terms and conditions.

(4) Separate, individual agreements concluded with the Seller (including any collateral agreements, supplements and changes) shall always take precedence over these conditions of purchase. The contents of these kinds of individual agreements require, subject to proof of the contrary, a written contract and/or our written confirmation to be effective.

(5) Any legally relevant representations and notices of the Seller in reference to the contract (e.g. deadlines, reminders, withdrawal) must be submitted in writing, meaning in written or text form (e.g. letter, email, fax). Legal formalities and further evidence, especially in case of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions generally apply unless they are expressly changed or excluded in these conditions of purchase.

Section 2 Conclusion of the contract

(1) Our orders are considered binding with written submission or confirmation at the earliest. The Seller shall point out any obvious mistakes (e.g. typing or spelling errors) and incomplete orders, including order documents, to us without delay so they can be revised or completed before acceptance; otherwise, the contract shall not take effect.

(2) The Seller is required to confirm our order in writing within a period of 1 week or to complete it without reservation by sending the goods (acceptance).

Delayed acceptance is considered as a new offer and requires acceptance by us.

Section 3 Delivery times and delays in delivery

(1) The delivery time indicated by us in the order is binding. The Seller is obliged to inform us immediately in writing if it is likely that it cannot meet the agreed delivery times for whatever reasons.

(2) Should the Seller fail to render the agreed performance or fail to do so within the agreed delivery time or if it defaults on delivery, our rights – especially those to withdraw from the contract and damages – shall be defined by the statutory provisions. The regulations in Paragraph 3 shall remain unaffected.

(3) In the event the Seller defaults on a delivery, we may – in addition to further legal claims – demand flat-rate compensation for damage caused by delay to the amount of 1% of the net price per completed calendar week but not more than a total of 5% of the net price of the goods delivered late. We reserve the right to prove that greater damage has been sustained. The Seller reserves the right to prove that no or only considerably lower damage has been sustained.

Section 4 Performance, delivery, transfer of risk, delays in acceptance

(1) The Seller is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors) without our prior written consent. The Seller bears the risk of procurement for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery within Germany shall be made free of charge to the destination named in the order. If no place of destination has been named and unless otherwise agreed, the delivery shall be made to our head office in Ellerstadt. The respective place of destination is also the place of performance for the delivery and any possible supplementary performance (debt to be discharged at creditor's domicile).

(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for the resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separate from the delivery note.

(4) The risk of accidental loss or accidental deterioration of the goods passes to us upon delivery at the place of performance. If acceptance is agreed, this is decisive for the passage of risk. Apart from that, the statutory provisions of the law applicable to works and services shall also apply accordingly to an acceptance. The same applies to the handover or acceptance if we are in default with the acceptance.

(5) The statutory provisions apply to default of acceptance on our part. The Seller has to expressly offer performance to us even if a certain time period has been or is to be agreed for an action or our involvement (e.g. provision of material). If we are in default of acceptance, the Seller may claim compensation for any additional costs incurred in accordance with statutory provisions (Section 304 BGB). If the contract concerns an unreasonable item to be produced by the Seller (individual production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and if we are responsible for the failure to cooperate.

Section 5 Prices and payment conditions

(1) The price indicated in the order is binding. All prices include the valid statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and additional services provided by the Seller (e.g. assembly, installation) as well as all incidental expenses (e.g. appropriate packaging, transport costs including any transport and liability insurance).

(3) The agreed price is due for payment within 30 calendar days from the complete delivery and performance (including any acceptance that may have been agreed) as well as receipt of the

proper invoice. If we make payment within 14 calendar days, the Seller shall grant us 3% discount on the net amount of the invoice.

(4) Half of the costs of a money transfer to a non-German bank must be borne by the Seller. If no deviating currency conditions are specified in the order, the invoice amount must be paid in euro.

(5) We shall not owe any interest payable after the due date. Statutory provisions apply to any default in payment.

(6) We shall be entitled to offset rights and rights of retention as well as the plea of non-performance to the extent permitted by law. Our rights notably include the right to withhold payments as long as we still have outstanding claims against the Seller resulting from incomplete or defective performances.

(7) The Seller only has offset rights or the right of retention due to legally established or undisputed counterclaims.

Section 6 Confidentiality and retention of title

(1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, instructions, product descriptions and other documents. These kinds of documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain confidentiality shall only expire if and to the extent to which the knowledge contained in the documents provided has become generally known.

(2) The aforementioned provision shall apply correspondingly to all materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Seller for manufacture. If they are not processed, these kinds of objects shall be kept separately at the Seller's expense and insured to an appropriate extent against destruction and loss.

(3) Processing, mixing or combining (further processing) the provided objects by the Seller is carried out for us. The same shall apply to further processing of the delivered goods by us so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(4) If, in individual cases, we accept an offer of the Seller for assignment by payment of the purchase price, the Seller's retention of title shall expire at the latest with payment of the purchase price for the delivered goods. Even before payment of the purchase price, we shall remain authorised to resell the goods in the ordinary course of business subject to advance assignment of the claim arising therefrom (alternative validity of the simple retention of title and that extended to resale). In any case, this excludes all other forms of retention of title, in particular extended, forwarded retention of title and that extended to further processing.

Section 7 Defective deliveries

(1) The statutory provisions shall apply to our rights in the event of material defects and legal defects of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, management or operating instructions) and other breaches of duty by the Seller, unless otherwise stipulated below.

(2) In accordance with the statutory provisions, the Seller's liability shall include the assurance that the goods have the agreed quality at the passing of risk to us. The product descriptions that have been incorporated into an individual contract – for instance by name or by reference thereto in our order – and therefore constitute part of the subject matter of this contract or which have been included in the contract in the same way as these conditions of purchase shall be deemed the agreed quality of the goods. It does not matter whether the product description has been provided by us or by the Seller.

(3) Notwithstanding the provisions in Section 442, Para. 1, Sentence 2 BGB, we shall be entitled to claims for defects without limitation even if we did not become aware of the defect upon conclusion of the contract due to gross negligence.

(4) Statutory provisions (Sections 337, 381 HGB) shall apply to the commercial obligation to inspection and give notice of defects with the following stipulation: our obligation to inspect goods shall be restricted to defects that can be detected by our incoming goods inspections by means of visual checks, including those that come to light in the delivery documents (e.g. transport damage, wrong or short deliveries) and by random checks of our quality assurance personnel. If acceptance has been agreed, we shall not be obliged to inspect the goods. Otherwise, the extent to which an inspection is feasible in the light of the circumstances of the individual case after the proper course of business is important. Our obligation to notify of defects discovered at a later time remains unaffected. Regardless of our inspection obligation, our complaint (notice of defects) shall be considered to have been made in due time and without delay if this notice is sent within 10 calendar days of the discovery or, in the event of obvious defects, of the delivery.

(5) Supplementary performance also includes removal of the defective goods and reinstallation if the goods have been installed in another object according to their intended purpose. The costs incurred by the Seller for the purpose of inspection and supplementary performance (including any dismantling and installation costs) shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for compensation in the event of unwarranted requests for the correction of defects remains unaffected; in this respect, we shall only be liable if we have recognised or failed to recognise that no defect existed due to gross negligence.

(6) In the event the Seller does not fulfil its obligation to provide a supplementary performance – either by rectifying the defect (repair) or by delivering a non-defective product (replacement delivery) as chosen by us within a reasonable period determined by us, we may rectify the defect ourselves and claim compensation for the expenses and/or an advance payment from Seller. If the supplementary performance by the Seller fails or is unreasonable for us (e.g. due to particular urgency, e.g., given a threat to operational safety or imminent occurrence of disproportionate damages), no deadline is required; we shall notify the Seller of such circumstances without delay, if possible beforehand.

(7) In all other respects, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with statutory requirements in case of material or legal defects. We may also claim damages and the reimbursement of expenses in accordance with the statutory provisions.

Section 8 Supplier recourse

(1) In addition to the claims arising from defects, we shall be entitled to our statutory rights of recourse within a supply chain (supplier's recourse in accordance with Sections 478, 479 BGB)

without restriction. We are notably entitled to demand exactly the same supplementary performance (repair or replacement delivery) from the Seller that we owe to our customers on a case-by-case basis. Our legal right to choose (Section 439, Para. 1 BGB) is not limited by this.

(2) Before we recognise or settle a claim for defects made by our customer (including reimbursement of expenses in accordance with Sections 478, Para. 2 and 439, Para. 2 BGB), we shall notify the Seller, provide a brief description of the matter and request a written statement. If the statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the Seller shall be obliged to furnish proof to the contrary.

(3) Our claims arising from supplier recourse shall also apply if the goods have been further processed by us or one of our customers, e.g. by incorporation into another product, prior to their sale to a consumer.

Section 9 Manufacturer's liability

(1) If the Seller is responsible for product damage, it has to indemnify us from claims of third parties if the cause lies within its area of control and organisation and it is liable itself in external relationships.

(2) As part of this obligation to indemnify, the Seller must reimburse any expenses in accordance with Sections 683, 670 BGB that arise out of or in connection with any recourse taken by third parties, including for recall action carried out by us. If possible and reasonable, we shall inform the Seller regarding the content and extent of product recalls and give it the opportunity to comment. Further legal claims shall remain unaffected.

Section 10 Limitation periods

(1) Both parties' claims shall be subject to the statutory limitation periods unless otherwise stipulated below.

(2) Notwithstanding the provisions in Section 438, Para. 1, No. 3, BGB, the standard limitation period for claims for defects is 3 years from the passing of risk. If acceptance is agreed, the limitation period shall begin with acceptance. This 3-year limitation period shall also apply correspondingly to claims based on legal defects, whereby the statutory limitation period for third party claims for real restitution (Section 438, Paragraph 1, No. 1 BGB) remain unaffected; claims based on legal defects shall not become statute-barred as long as third parties can still make claims against us, particularly in the absence of a limitation period.

(3) The limitation periods specified in the German Sales Law, including the aforementioned extensions, shall apply to all contractual claims based on defects to the extent legally permissible. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply if the application of the limitation periods of the purchase law does not lead to a longer limitation period in individual cases.

Section 11 Governing law and place of jurisdiction

(1) These conditions of purchase and the legal relationship between us and the Seller are subject to the laws of the Federal Republic of Germany under exclusion of international uniform law, notably the UN Convention on Contracts for the International Sale of Goods.

(2) In the event the Seller is a businessperson within the meaning of the German Commercial Code (HGB), a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be our place of business in Ellerstadt. The same applies if the Seller is an entrepreneur within the

meaning of Section 14 BGB. In all cases, however, we shall also be entitled to file legal action at the place of performance of the delivery obligation in accordance with these conditions of purchase or an overriding individual agreement or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular with regard to exclusive responsibilities, shall remain unaffected.