

Applicable in business transactions with business enterprises, legal entities under public law and special funds under public law.

1 General

1.1 Our Terms and Conditions of Purchase apply exclusively; supplier's general business terms and conditions conflicting with or deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Any acceptance of supplier goods or services (hereinafter named "subject matter of contract" or their payment may not be construed to imply acceptance.

2 Contract conclusion and modification

2.1 Orders, acceptance, delivery call-offs, delivery agreements and other legal transactions to be concluded between our company and the supplier as well as their modification and amendment must be in writing. However, orders, acceptance and delivery call-offs may also be done by way of remote data transmission.

2.2 Any inquiries by our company to the supplier are merely invitations to the supplier to submit a quotation.

2.3 Cost estimates are committal and will not be remunerated unless explicitly agreed upon differently.

2.4 The supplier will immediately confirm our order in writing, however no later than 5 days after he receives such order. In other case, we are entitled to cancel our order.

2.5 To the extent as may reasonably be expected from the supplier, we may insist upon modification of subject matter of contract in terms of design and workmanship. The effects, in particular in terms of higher or lower costs as well as delivery schedules, will be adequately and consensually agreed upon. We must previously approve in writing of any alterations by the supplier for these to become effective.

2.6 The supplier is obligated to review our drawings, calculations, specifications and other requirements for defects and inconsistencies himself in the scope of his general and particular expertise and know-how and to immediately notify us in writing about any concerns and to clarify these.

2.7 The supplier will bear procurement risks for the goods.

3 Delivery schedules, passage of risk and transport

3.1 The delivery schedules and deadlines stated in the orders or call-offs are committal and binding.

3.2 Unless agreed differently, the delivery will be made DDP Incoterms (in the current version) to us or to a destination specified by our company.

3.3 The receipt of subject matter of contract and the shipping papers by our company or the destination specified by our company shall be decisive for compliance with delivery schedules or deadlines.

3.4 If agreed deadlines are not observed, statutory regulations apply. If the supplier encounters difficulties in respect of manufacturing, material supply, adhering to delivery deadlines or similar circumstances which might impair his ability to make delivery on time or in the agreed quality, the supplier will immediately notify us accordingly.

3.5 If our company accepts delayed delivery or services without any reservations, that shall not be construed to be any waiver of claims to compensation for damages due to delayed delivery or service; this shall apply until we have made payment in full of compensation we owe in payment for the affected delivery or service.

3.6 Partial deliveries are principally inadmissible unless we have explicitly agreed to such partial delivery or it is not unreasonable to expect us to accept such partial delivery.

3.7 If the supplier has been contracted for installation or assembly and nothing to the contrary has been agreed, the supplier except where otherwise stipulated will bear all required ancillary costs such as travel expenses, holding tools available.

3.8 Both in case of excess or short deliveries of ordered quantities as well as in the event of deliveries prior to schedule, we reserve the right to refuse acceptance at the supplier's expense or to adjust the invoice accordingly.

3.9 The supplier will assure appropriate packaging for the goods.

3.10 The supplier assures that the goods do not contain any materials which might fall under the ban of substances as in Directive 2011/65/EC (Restriction of certain Hazardous Substances; RoHS). The supplier also assures that the substances contained in the goods as well as their use(s) are already registered or to not fall under any requirement for registration as defined in Regulation (EC) No. 1907/2006 (REACH) and that, to the extent required, such approval in compliance with the REACH directive has been obtained. To the extent required, the supplier will also prepare a safety data sheet as in annex II of the REACH directive and will submit it to our company. If the supplier delivers goods classified as hazardous materials in accordance with international regulations, the supplier will notify us of such fact at the latest with confirmation of order.

3.11 The supplier will provide all reasonable assistance to us for procuring customs benefits and other governmental benefits and will deliver to us all required certifications and documents, in particular certificates of origin.

3.12 The supplier assures that every relevant export-law regulation has been respected. The supplier also assures that export embargos and export authorization has been observed.

3.13 The supplier commits to provide every necessary information about composition and origin of the delivered goods in compliance to the export-law regulations, as far as this information is necessary for compliance with export control regulations. Products registered in the list of goods have to be announced.

4 Force Majeure

4.1 Force Majeure, civil unrests, governmental regulatory measures or other unavoidable events for their duration and their scope of effect will relieve us and the supplier from the obligation to provide contractual fulfillment.

5 Prices and payment terms

5.1 The prices are fixed prices. The supplier will separately itemize all ancillary supply costs (customs, packaging, transport, insurance) in his quotation and with the exception of statutory value-added tax and in the absence of any other written agreement will bear these. We must previously approve in writing of any price increases of the subject matter of contract including the ancillary supply costs.

5.2 Unless a different separate agreement has been made, invoices will be paid with a 2% discount within 14 days or without deduction within 30 days as of the payment due date and the receipt both of the invoice and the goods or services. The payment is subject to invoice verification.

5.3 We are entitled to offsetting and retention rights as well as the defense of lack of contractual performance as provided by law. We are in particular entitled to withhold due payments as long as we are entitled to claims against the supplier due to incomplete or defective performance.

6 Notice of defects

6.1 We will notify the supplier about any defects at the subject matter of contract within ten weekdays (Monday through Saturday) of finding these in the course of proper business proceedings. In this respect, the supplier waives the defense of late notice of defects. Our obligations to examine for defects and make notification of defects are restricted to verification of the quantities stated in the applicable delivery bills and to inspect for transport damages visible at the time of delivery (visual defects). Apart from that, the obligation to examine for defects and make notification of defects is waived and the supplier explicitly waives the defense of invalid notice of defects as provided in § 377 HGB [German Commercial Code].

6.2 Any payments we make shall not be construed to be any acknowledgement of flawless conditions.

7 Warranty

7.1 The supplier owes flawless condition of the subject matters of contract. The supplier shall above all guarantee that the subject matters of contract meet state-of-the-art standards, that they are in compliance with the generally acknowledged statutory technical safety standards promulgated by public authorities and trade associations and are in accordance with applicable legal ordinances.

7.2 Statutory provisions on material defects and defects of title shall apply, except as otherwise agreed hereinafter.

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- 7.3 We are principally entitled to choose the type of subsequent contractual performance. The supplier may refuse the type of subsequent contractual performance if it is necessarily associated with unreasonably high costs.
- 7.4 In the event the supplier fails to immediately begin to remedy the defect after we made such request, we are in urgent cases - in particular to avert imminent danger or to avoid major damage – entitled to make these repairs at the supplier's expense ourselves or to have these made by third parties.
- 7.5 In the event of any defects of title, the supplier will keep us indemnified against any third-party claims, unless the supplier is not responsible for the defect of title.
- 7.6 With the exception of fraud, claims for defects will become time-barred after three years unless the item in accordance with its customary purpose has been used for a building construction and has caused the defect in that building. The period of limitation begins at the time the contract item is delivered (passage of risk)
- 7.7 For subject matters of contract which were inoperative while the defect was being investigated and/or during remedy of defect, the ongoing warranty period is extended by the time of inoperativeness.
- 7.8 In the event of replacement or if an improved subject matter of contract has an identical defect or if a defect arises as a consequence of defect repair, the period of limitation will begin anew.
- 7.9 If our company incurs costs due to defective delivery of subject matter of contract, in particular transport, travel, work, installation, dismantling, and material costs or costs for Incoming inspection exceeding normal procedures and scope, the supplier will bear such costs.
- 7.10 Any further claims we may have for violation of contract or violation of any other obligations shall be unaffected.

8 Product liability

- 8.1 In the event action is taken against us based on product liability, the supplier is obligated to indemnify us against such third-party claims if and to the extent such damage was caused by a defect in the items delivered by the supplier. In the event of fault-based liability, this shall apply only if the supplier is at fault.
- 8.2 In the event sec. 8.1 applies, the supplier shall bear all costs and expenses including costs for any prosecution.
- 8.3 Apart from that, legal stipulations apply.
- 8.4 In the event of any recall campaign totally or partially based on a defect in a subject matter of contract delivered by supplier, we will notify the supplier, we will give him the opportunity to cooperate and will interact with him for efficient conduct of such recall campaign unless such supplier notification or cooperation is impossible due to exigent circumstances. To the extent such recall campaign is based on a defect in a subject matter of contract delivered by supplier, the supplier will bear the costs of such recall campaign.
- 8.5 The supplier is obligated to take out a product liability insurance with adequate coverage and upon request to demonstrate the existence of such policy to us.

9 Providing work

- 9.1 Any persons acting on behalf of the supplier and providing work in fulfillment of contract at our premises or those of a third party acting on our behalf will act in compliance with the applicable plant regulations in effect at our premises or at the premises of the third party acting on our behalf. Any liability for accidents suffered by these persons on the company premises is excluded to the extent these are not caused by intentional or grossly negligent violation of duties by our legal representatives or persons employed in performing an obligation.

10 Furnished equipment / retention of title

- 10.1 Any materials, parts, containers and particular packaging we furnish shall remain our property. This property may be used only for the intended use. Processing of materials and assembly of parts is done on our behalf. The parties are agreed that we incur co-ownership rights in the subject matters of contract manufactured with our furnished materials and parts in proportion of the value of the furnished equipment to the value of the overall product; the supplier will safeguard these for us.

11 Confidentiality

- 11.1 The contract partners agree to keep as business secret all confidential commercial and technical details of which they become aware in the course of business transactions.

- 11.2 Drawings, models, templates, samples and other similar items may not be made available or disclosed to third parties; they may be used only fulfillment of contract between supplier and our company and not for any other supplier purposes. Duplication of such items is admissible only as required for business operational reasons and under due consideration of copyrights laws and regulations.

- 11.3 Subsuppliers will be subjected to identical obligations.

- 11.4 The contract partners may advertise/publicize their business relationship only with prior written approval.

12 Compliance

- 12.1 The supplier agrees to comply with applicable laws and regulations on employer/employee relations, environmental protection and occupational safety and to make all effort to reduce any negative impact of his activities on humans and the environment. For this purpose, the supplier to the extent possible will install and develop a management system in accordance with ISO 14001. Furthermore, the supplier will adhere to the principles of the UN Global Compact Initiative. These essentially relate to the protection of internationally proclaimed human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in respect of employment and occupation, responsibility for the environment and the elimination of corruption.

- 12.2 Should the supplier repeatedly and/or in spite of a reprimand act in violation of laws and should he fail to demonstrate that the contravention has been remedied to the extent possible and that appropriate measures have been taken to avoid any reoccurrence of such violations, we reserve the right to cancel any existing contracts or to terminate these with immediate effect.

13 Providing and using manufacturing equipment

- 13.1 Any devices, models, tools, samples, drawings or other records/documentation the supplier manufactures based upon our specifications will pass into our ownership after we paid for them. From that point of time, the items are on loan to the supplier. Operational means may be used only for preparing quotations or for completion of ordered subject matters of contract and/or services. Without our prior written approval, these may not be made available to third parties nor may they be used for deliveries to third parties. The supplier will securely store these at no cost and at his own risk and will immediately return these to us at our request. The supplier is not entitled to any rights of retention unless such right to possession has been contractually agreed.

14 Miscellaneous

- 14.1 Our legal domicile stated in the Commercial Register shall be place of fulfillment for payments.
- 14.2 The laws of the Federal Republic of Germany apply excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods; CISG).
- 14.3 Our legal domicile shall be place of jurisdiction also for action related to bills of exchange and checks. We are also entitled to bring action at the supplier's legal domicile.

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