

Conditions of Purchase

- **1.**
Our following conditions of purchase apply exclusively to all our orders. They constitute part of the contract once the supplier has accepted the order. We do not acknowledge the supplier's conditions of sale and delivery even if we do not explicitly reject them in individual cases.
- **2.**
Our orders are issued in writing. Agreements with our employees and representatives require our written confirmation to be valid.
- **3.**
Agreed delivery dates are binding. As soon as the supplier must assume that an agreed delivery date cannot be met, he is obliged to notify us thereof, stating the reasons and the expected duration of the delivery delay. In any case, we are entitled to fix a reasonable deadline after the delivery date has passed, usually one week, and in the event of non compliance within such additional period, to withdraw from the contract and/or demand damages in accordance with the law. In all cases of delivery delays due to force majeure the burden of proving the occurrence of such force majeure event lies with the supplier. Partial deliveries are only permitted with our explicit agreement or approval and otherwise may be rejected and returned at the supplier's expense.
- **4.**
In the event of delivery delay, we are entitled to claim and charge, without proof of damage, a lump sum amounting to 0.2% of the order value per day, not to exceed 10% of the order value unless the supplier proves that our loss was less. We reserve the right to assert other claims for damages arising from the delay.
- **5.**
Deliveries are free domicile respectively the stipulated place of receipt, including packing, freight and other costs. If we have consented in writing to charges for or return of packing, we are entitled to return it in return for a credit note in full invoice value. The supplier delivers at his own risk. The risk will only pass to us upon the taking of the delivery of the goods or respectively, if the supplier has to install or assemble, upon acceptance after the installation or assembly.
- **6.**
Direct shipment to our customers is performed entirely neutral and in our name. The required shipping documents are to be requested from us in good time. Invoices, advice notes and remittance notices are only to be issued to us.
- **7.**
Samples, drawings or models that we provide to the supplier remain our property and are to be returned to us without our request. They are subject to copyright protection. The supplier explicitly undertakes to use the items placed at his disposal solely for handling the order and not to give or leave them to third parties either for inspection or other use or disposal without our written consent. The supplier is liable to us in accordance with the law for any loss or misuse of the items placed at his disposal.
- **8.**
The supplier warrants that no third party rights are infringed in connection with his delivery. If third party claims are asserted against us for infringement of rights which is attributable to the supplier, then the supplier is obliged upon first written demand to indemnify us against these claims. The supplier's duty to indemnify pertains to all expenses which we necessarily incur or which necessarily arise in connection with the third party claims.
- **9.**
The agreed prices are exclusive of the respective statutory value-added tax. Unless otherwise explicitly agreed in writing, our payments will be made ten days after receipt of the goods less 3% discount or 30 days after receipt of the goods less 2% discount or 90 days after receipt of the goods net, at our discretion either by bank transfer or crossed cheque or bill of exchange. The payment date is the subsequent 15th or 25th of the current month or the 5th of the following month subject to deduction of the agreed discount. We are entitled to set off due counter claims – regardless of kind and legal basis – against our supplier's purchase price claims.
- **10.**
The supplier gives full and unconditional warranty for the delivered goods in accordance with the law. His liability also extends to consequential damage. Costs incurred by non compliant deliveries will be charged to the supplier. If samples have been agreed and provided, then the properties of the sample are deemed warranted ("zugesichert"). The goods delivered must conform to the sample. Our payment of the purchase price does not constitute waiver of the right to complain of faults or defects and to object to non-compliant delivery or defectiveness of goods. We will report obvious faults/defects within two weeks commencing from the time the goods were delivered; hidden faults/defects may only be reported within two weeks after detection. Unless a longer period is prescribed by law, our warranty claims against the supplier are time-barred three years after delivery, respectively acceptance. If claims are asserted against us for violation of official or government safety regulations or on account of domestic or foreign (including US-American) product liability regulations or laws, due to a defect in our product which was caused by a supplier's item, then the supplier is to indemnify us against third party claims for damages upon first written demand, if the damage was caused by the product delivered by him. The burden of exculpatory proof lies with the supplier. Moreover, to the extent that the claims are based on defects in goods delivered or culpable breach of duty by the supplier or his vicarious agents or other persons engaged by the supplier in the performance of his obligations ("Erfüllungsgehilfen"), the supplier indemnifies us against all claims for damages or warranty claims by our customers. If and to the extent that we are able to transfer the customer claims directly to the supplier, respectively refer to him, the indemnification will not only be inter-partes indemnification between us and the supplier. The damages to be claimed by us also include the costs of a precautionary recall action that we may conduct after proper investigation. The supplier will mark the delivered items so that they are permanently identifiable without detracting from the appearance of the product as a whole. He is obliged to perform appropriate quality assurance corresponding in type and scope to the state of the art and to document this upon demand. We may perform subsequent rectifications or have them performed by others at the supplier's expense if the supplier has failed to provide subsequent remedy within the specified time limit or if a grace period is dispensable. The supplier undertakes to maintain product liability insurance cover of EUR 2.5 million flat for each single case of personal injury / damage to property and to produce the policy for inspection upon demand. If we are entitled to additional damage claims, these remain unaffected thereby.
- **11.**
If after an order has been placed there is a major change in economic conditions or force majeure or other unforeseeable events beyond our control should occur that cause our interest in a concluded supply agreement to lapse, we are entitled, at our discretion, to withdraw from the agreement or reduce the monthly partial quantities agreed or extend the agreed delivery term. Our exercise of any of these rights will not constitute cause for supplier's claim of damages against us.
- **12.**
Machines, apparatus, vehicles and equipment to be delivered to us must comply with the requirements of § 2 subs. 1 clause 1 of the "Unfallverhütungsvorschriften" (Accident Prevention Regulations). All safety devices required under these Accident Prevention Regulations must be delivered as well.
- **13.**
Acceptance of this order constitutes an undertaking by the supplier to comply with the relevant accident prevention and safety-at-work regulations as well as the generally recognised rules of safety and occupational health during the performance.
- **14.**
The place of performance ("Erfüllungsort") is our registered office if no other delivery address or other specific place of performance has been designated in the order. The place of jurisdiction for disputes with suppliers who are merchants, legal entities under public law or special funds under public law ("öffentlich-rechtliches Sondervermögen") or those who have no general place of jurisdiction ("allgemeiner Gerichtsstand") in Germany is that of our registered office. We reserve the right to sue the supplier at his general place of jurisdiction. The contractual relationship is subject to German law, to the exclusion of the UN Sales Law.
- **15.**
Personal data of the customer will be collected, processed and stored for the purpose of contract execution (including in particular accounting, invoicing). Should any individual provision(s) or condition(s) be or become invalid in whole or in part, this will not affect the validity of the remaining provisions.

Version as of: April 2011