

## **General terms and conditions for the purchase of supplies of services:**

### **§ 1 General - Scope of application**

- (1) Our terms and conditions for the purchase of goods and services (pgs) shall apply exclusively; we do not recognise any terms and conditions of the supplier that conflict with or deviate from our terms and conditions (pgs) unless we have expressly agreed to their validity in writing.  
Our (pgs) terms and conditions also apply if we unconditionally accept the supplier's delivery despite knowing that the supplier's terms and conditions conflict with or deviate from our (pgs) terms and conditions.
- (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 PSS only apply to companies in accord with §§ 310 para. 4 and 14 BGB (German civil code)

### **§ 2 Offer - Offer documents**

- (1) The supplier is bound to accept our order within a period of two weeks.
- (2) We reserve title and copyright to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written permission. They are to be used exclusively for production based on our order; after completion of the order, they must be returned to us without being asked. They must be kept secret from third parties; in this respect, the provisions of section § 9 (4) also apply.

### **§ 3 Prices - Terms of payment**

- (1) The price in the order is binding. In the absence of any written agreements, the price includes "free delivery", including packaging. The return of packaging requires special agreement.
- (2) The statutory value-added tax is included in the price.
- (3) We can only process invoices if these - 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 will pay the invoice amount, within 14 days calculated from delivery and receipt of the invoice, with a 2% discount or net within 30 days of receipt of the invoice.
- (5) We shall be entitled to rights of retention and set-off to the extent permitted by law.

### **§ 4 Delivery time**

- (1) The time of delivery given in the order is binding.
- (2) The supplier is bound to inform us immediately in writing if conditions arise or become recognizable to him which indicate that the specified delivery time cannot be met.
- (3) In the instance of a delay in delivery, we shall be entitled to the legal claims. In particular, we are entitled to demand compensation instead of performance and withdrawal after the unsuccessful expiry of a reasonable period. If we

claim damages, the supplier also has the right to prove that he is not responsible for the violation of duty.

#### **§ 5 Transfer of risk – documents**

- (1) Unless otherwise agreed in writing, delivery shall be free delivery.
- (2) The supplier is committed to state our order number exactly on all shipping documents and delivery bills; if he fails to do so, we will not be responsible for delays in processing.

#### **§ 6 Inspection for defects - Liability for defects**

- (1) We are committed to inspect the goods for any deviations in quality and quantity within a reasonable period of time; the complaint shall be deemed to have been made in good time if it is received by the supplier within a period of 5 working days, calculated from delivery of the goods or, in case of hidden defects, from their discovery.
- (2) We have full rights to the legal claims for damages; in any case we are entitled to choose from supplier whether to repair the defect or deliver a new item. The right to claim damages, in particular the right to claim damages instead of performance, is expressly reserved.
- (3) We have the right to correct the defect ourselves at the supplier's expense if there is imminent danger or particular urgency.
- (4) The limitation period is 36 months, calculated from the transfer of risk.

#### **§ 7 Product liability - Exemption - Liability insurance cover**

- (1) Insofar as the supplier is responsible for a product damage, he is obliged to keep us free from claims for damages of third parties on first demand, insofar as the cause lies within his sphere of control and organization and he himself is liable in the relationship to third parties.
- (2) Within the scope of its liability for cases of damage within the meaning of § 7 (1), the supplier is also bound to compensate any expenses in accordance with §§ 683, 670 BGB (German civil code) and §§ 830, 840, 426 BGB (German civil code) which result from or in connection with a callback campaign carried out by us. We will inform the supplier of the details and volume of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to respond. Other legal claims are still untouched.
- (3) The supplier undertakes to hold product liability insurance with a sum insured of € 10 million per personal injury/property damage - flat rate; if we are entitled to further claims for damages, these will not be affected.

#### **§ 8 Protection rights**

- (1) The supplier shall be responsible for ensuring that no rights of third parties within the federal republic of Germany are infringed in connection with his delivery.
- (2) If claims are asserted against us by a third party for this reason, the supplier shall be bound to release us from these claims upon first written request; we are not authorized make any agreements with the third party without the supplier's consent, to conclude a contract.

- (3) The supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- (4) The limitation period is ten years, calculated from the conclusion of the contract.

#### **§ 9 Retention of title - provision of materials - tools – confidentiality**

- (1) If we provide parts to the supplier, we reserve the right of ownership of these parts. processing or transformation by the supplier is done for us. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is mixed inseparably with other items that do not belong to us, we shall 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 mixing the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it must be agreed that the supplier shall transfer to us proportional co-ownership to us; the supplier shall keep the sole ownership or co-ownership for us.
- (3) The supplier is obliged to keep all images, drawings, calculations and other documents and information received strictly confidential. They may only be made known to third parties with our express consent. The confidentiality obligation shall also apply after the completion of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.
- (4) If our security interests according to paragraph (1) and/or paragraph (2) exceed the purchase price of all our goods subject to retention of title not yet paid for by more than 10%, we are obliged to release the security interests at our discretion at the request of the supplier.

#### **§ 10 Place of Justice - Place of performance**

- (1) If the supplier is a businessman, our place of business is the legal jurisdiction; however, we are also entitled to take legal action against the supplier at the court of his place of residence.
- (2) Unless otherwise stated in the order, our registered office is the place of performance.
- (3) These legal relationships and any legal conflicts arising from this order, or its execution shall be governed by the law of the federal republic of Germany to the exclusion of the UN convention on contracts for the International sale of goods (CISG).