

General Terms and Conditions of Purchase

§ 1 General - Scope of application

(1) Our Terms and Conditions of Purchase shall apply exclusively; we shall not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

(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 of Purchase shall only apply to entrepreneurs in accordance with § 310 (4) BGB.

§ 2 Offer - Offer documents

(1) The supplier is obliged to accept our order within a period of 2 weeks.

(2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; they are to be returned to us unsolicited after completion of the order. They must be kept secret from third parties; in this respect, the provisions of § 9 (4) shall apply in addition.

§ 3 Prices - Terms of payment

(1) The price stated in the order is binding. In the absence of any written agreement to the contrary, the price shall include delivery "free domicile", including packaging. The return of packaging requires a separate agreement.

(2) The statutory value added tax is not 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 shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

(4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 3% discount or net within 30 days of receipt of invoice.

(5) Transport insurance shall be provided by us.

(6) We shall be entitled to rights of set-off and retention to the extent permitted by law.

§ 4 Delivery time

(1) The delivery time stated in the order is binding.

(2) The supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable to him which indicate that the stipulated delivery time cannot be met.

(3) In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand compensation in lieu of performance and cancellation after the fruitless expiry of an appropriate period.

(4) We shall only recognise premature deliveries or partial deliveries in individual cases or if this has been expressly agreed. Otherwise, we shall have the right to return the delivery at the supplier's expense. Even if we accept these, we are not obliged to make premature payments.

§ 5 Transfer of risk - documents

(1) Unless otherwise agreed in writing, delivery shall be free domicile.

(2) The supplier shall be obliged to state our order number exactly on all shipping documents, delivery notes and invoices; if he fails to do so, we shall not be responsible for delays in processing.

(3) The risk shall pass to us upon arrival of the delivery at the place of receipt; if acceptance has been agreed or is provided for by law, from acceptance.

§ 6 Inspection for defects - liability for defects

(1) We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period of time.

(2) We shall be entitled to the full statutory claims for defects; in any case, we shall be entitled to demand from the supplier, at our discretion, either rectification of the defect or delivery of a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

(3) We shall be entitled to remedy 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 - Indemnity - Liability insurance cover

(1) Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.

(2) Within the scope of his liability for cases of damage within the meaning of paragraph (1), the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB and pursuant to §§ 830, 840, 426 BGB which arise from or in connection with a recall action carried out by us. We shall

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inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.

(3) The supplier undertakes to maintain product liability insurance with a lump sum cover of € 10 million per personal injury/property damage; if we are entitled to further claims for damages, these shall remain unaffected.

§ 8 Industrial property rights

(1) The supplier shall be responsible for ensuring that no third-party rights 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 obliged to indemnify us against these claims upon first written request; we shall not be authorised to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.

(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 shall be ten years, calculated from the conclusion of the contract.

§ 9 Retention of title - Provision of materials - Tools - Confidentiality

(1) Insofar as we provide parts to the supplier, we reserve title to these parts. Processing or remodelling by the supplier shall be carried out on our behalf. 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 inseparably mixed with other items not belonging 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. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis. The supplier shall keep the sole ownership or co-ownership for us.

(3) We reserve title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good

time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected. We also regard films made for the production of etched parts as tools.

(4) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. This also includes all information relating to product planning and product development, product design, technical data, information on costs, prices, names of customers, information on financial circumstances, marketing strategies, operating methods, intellectual property (such as patents, copyright or trademarks) and all know-how. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after the execution of this contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known, but at the earliest after 7 years from the date of transfer of the information.

(5) Upon termination of an enquiry, cooperation or business relationship, the supplier undertakes to immediately return all written documents and data carriers on which confidential information is recorded or stored and which it has received from us. In addition, he must destroy all other documents or data carriers on which confidential information is recorded or stored. The supplier shall confirm the destruction or deletion of the confidential information immediately in writing.

§ 10 Place of jurisdiction - Place of fulfilment - Applicable law

(1) If the supplier is a merchant, our registered office shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at the court of his place of residence.

(2) Unless otherwise stated in the order, our registered office shall be the place of fulfilment.

(3) The law of the Federal Republic of Germany shall apply with the exception of private international law; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.