

§ 1 | General – Scope

- (1) Our Terms of Purchase shall apply exclusively; we shall not recognise any terms of the Supplier contrary to or at variance with our Terms of Purchase unless we have expressly consented, in writing, to their application. Our Terms of Purchase shall apply even if we are aware of terms of the Supplier that are contrary to or at variance with our Terms of Purchase and accept delivery from the Supplier without reservation.
- (2) All agreements entered into between us and the Supplier for the purpose of execution of this Agreement shall be set forth, in writing, in this Agreement.
- (3) Our Terms of Purchase shall apply only to business operators as defined in § 310 (1) of the German Civil Code (BGB).
- (4) Our Terms of Purchase shall also apply to all future transactions with the Supplier.

§ 2 | Tender – Tendering Documentation

- (1) We reserve rights of property and copyright to images, drawings, calculations and other documentation; these may not be disclosed to any third parties in the absence of our express, written consent. They shall be used exclusively for production on the basis of our order; they shall be returned to us unprompted once the order has been processed. They shall be treated confidentially vis-à-vis third parties; the provision of § 9 (4) hereof shall apply additionally.

§ 3 | Prices – Terms of Payment

- (1) The price shown in the order shall be binding. In the absence of written agreement at variance herewith, the price quoted shall include free delivery to the buyer's address, packaging included. Returns of packaging shall be subject to special agreement.
- (2) We can only process invoices if these – in keeping with the requirements set forth in our order – provide an indication of the order number shown there; the Supplier shall be responsible for all consequences of failure to observe this obligation, unless it can demonstrate that it is not responsible for said failure.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from the date of delivery and receipt of the invoice, subject to a 3 % cash discount, or else net within 30 days following receipt of the invoice.
- (4) We shall have rights of offset or of retention as provided within the scope of applicable law.

§ 4 | Delivery Time

- (1) The delivery time specified in the order shall be binding.
- (2) The Supplier shall have the obligation to notify us, in writing and without delay, if circumstances should arise or become discernible to the Supplier from which it results that the stipulated delivery time cannot be met.
- (3) In the event of a delivery delay, we shall have claims under applicable law at our disposal. In particular, following unsuccessful expiry of a reasonable grace period, we shall be entitled to demand damages for non-fulfilment.

§ 5 | Transfer of Risk – Documents

- (1) Unless otherwise agreed in writing, delivery shall be made free of charge to the buyer's address.
- (2) The Supplier shall have the obligation to include our exact order number on all shipping documents and delivery slips; if it should fail to do so, we shall not accept responsibility for any resulting processing delays.

§ 6 | Inspection for Defects – Warranty

- (1) We shall have the obligation to inspect the goods within a reasonable period of time for any deviations in quality and quantity; a complaint shall be deemed to have been issued in timely fashion if it is received by the Supplier within 5 business days, calculated from the date of goods receipt, or, in the event of hidden defects, calculated from the date of their discovery.
- (2) We shall be entitled to exercise all legal warranty claims accruing to us; apart from this, we shall be entitled, at our discretion, to insist that the Supplier provide remedy of defects or substitute delivery. In the event, the Supplier shall have the obligation to bear all necessary expenses incurred for the purpose of remedy of defects or substitute delivery. We expressly reserve the right to seek damages – and to seek damages for non-fulfilment in particular.
- (3) The warranty period shall be 24 months from transfer of risk.

§ 7 | Product Liability – Indemnification – Liability Insurance Cover

- (1) To the extent that the Supplier is responsible for damage to a product, it shall be under obligation to indemnify us from any third-party claims for damages upon first request if the cause of such damage should fall within the Supplier's sphere of control and organisation and the Supplier is itself liable in relation to third parties.
- (2) Within the scope of its liability for damage events within the meaning of Section (1) hereof, the Supplier shall also have the obligation to provide reimbursement for any expenses incurred as set forth in §§ 683, 670 BGB, and in accordance with §§ 830, 840, 426 BGB, as result from or in connection with a recall campaign carried out by us. With regard to the content and scope of the recall measures to be carried out, we shall – to the extent possible and reasonable – inform the Supplier and provide the Supplier an opportunity to state its position in the matter. All other claims under applicable law shall remain unaffected hereby.
- (3) The Supplier hereby covenants to maintain product-liability cover with a blanket policy amount of EUR 5 million per event of personal injury/property damage; this provision shall not affect any further damage claims to which we may be entitled.

§ 8 | Industrial Property Rights

- (1) The Supplier hereby guarantees and warrants that no third-party rights are violated within the Federal Republic of Germany in connection with its delivery.
- (2) Should a third party seek recourse against us for this reason, the Supplier shall have the obligation to indemnify us from these claims upon our first written request; absent consent on the part of the Supplier, we shall not be authorised to enter into any agreements whatsoever with the third party, and, in particular, to reach a settlement with the third party.
- (3) The Supplier's obligation to indemnify us shall apply to all expenses necessarily incurred by us as arise out of or in connection with claims lodged by a third party.

§ 9 | Retention of Title – Provision of Goods – Tools – Confidentiality

- (1) We shall retain title to any goods we may provide to the Supplier. Any processing or transformation by the Supplier shall be deemed to have been performed on our behalf. If our conditional goods should be processed with other objects not belonging to us, we shall acquire rights of co-ownership to the new item in proportion to the value of our goods (purchase price plus VAT) relative to that of the other objects processed in conjunction therewith at the time the processing took place.
- (2) If the goods we have provided should be inseparably mixed with other objects not belonging to us, we shall acquire rights of co-ownership to the new item in proportion to the value of the conditional goods (purchase price plus VAT) relative to that of the other objects mixed therewith at the time the mixture took place. If the mixture should occur in such a way that the Supplier's item is to be considered the main item, then it shall be deemed agreed that the Supplier shall transfer co-ownership to us on a pro rata basis; the Supplier shall provide safe-keeping of the solely or jointly owned item on our behalf.
- (3) We shall retain title to tools; the Supplier shall have the obligation to use these tools exclusively for the production of the goods we have ordered. The Supplier shall have the obligation to insure at replacement value, at its own expense, tools belonging to us against fire and water damage and theft. At the same time, the Supplier hereby assigns to us all rights to claim compensation under this insurance cover; we hereby accept this assignment of rights. The Supplier shall have the obligation to conduct any necessary servicing and inspections of our tools, and to carry out any maintenance and repair work, in a timely manner and at its own expense. It shall immediately notify us of any incidents that may occur; non-inadvertent failure to notify us shall not affect any claims for damages.
- (4) The Supplier shall have the obligation to maintain strict confidentiality of all images, drawings, calculations and other documentation and information it receives. Only subject to our express consent may it disclose these to third parties. The confidentiality obligation shall remain in effect even following termination of this Agreement; it shall be cancelled if and to the extent the manufacturing knowledge contained in the images, drawings, calculations and other documentation has become generally known.
- (5) If the security rights accruing to us pursuant to Section (1) and/or Section (2) hereof should exceed the purchase price of all of our still-unpaid conditional goods by more than 20 %, we shall have the obligation, at the Supplier's request, to release the security rights at our discretion.

§ 10 | Legal Venue – Place of Fulfilment

- (1) If the Supplier is a registered merchant, our registered offices shall also constitute the legal venue hereunder; we shall be entitled, however, to bring suit against the Supplier before a court of law located in its place of residence.
- (2) Absent indications to the contrary as emerging from the order, our registered offices shall constitute the place of fulfilment.