

General Conditions of Purchase

Version 10/2020

Preamble

The basis of a constant and reliable business relation is not the purchase conditions, but a good cooperation and mutual trustworthiness. However we are obliged to find legal statues for the complete business with our partners in our purchasing specification and have to add several points here-after.

§ 1 In General, Scope of validity

1. These present Conditions of Purchase apply to all business relationships with our suppliers (here-after: „contract partner“), should these contract partners be company owners (§ 14 BGB), corporate bodies under public laws or public-legal special assets.
2. The Purchase Conditions particularly apply for contracts about the purchase and/or supply of mobile property (subsequent called: goods), without taking care, whether the contract partner has paid the goods on his own or whether he has purchased them at sub-suppliers (§§ 433, 651 BGB). The Purchase Conditions are valid in their respective version as an outline agreement also for future contracts and for the sales and/or the supply of mobile goods with the same contract partner, without having to hint once more in every single case to the purchase conditions.
3. These Purchase Conditions apply exclusively. Differing, opposing or complementary General terms and conditions of the contract partner will only be part of the contract when and if we have agreed to their application in written. This requirement for consent applies always and without exception, also when we accept the supplies without contradiction well knowing the General Conditions of Purchase.
4. Separate agreements made in the special case with the contracting party (including subsidiary agreement, addendums and modifications) have in any case priority opposite to these AEB. For the content of such agreements we need a written contract or our written confirmation.
5. Legal explanations and complaints, which have to be provided after contract conclusion by the contract partner (e.g. deadlines, dunning notices, withdrawal declarations) require the written form to come into effect.
6. Hints referring to the validity of the legal prescriptions have only elucidating signification. Without such clarifications, the legal prescriptions will apply, insofar as they are not changed in the AEB or were expressly excluded.

§ 2 Contract conclusion

1. Orders are only valid with a written form/permission handed in or requires our confirmation to be binding. All obvious errors (e. g. writing /calculation errors) and incompleteness of purchase orders including the purchasing documents is available at our contract partner – for the purpose of correction or completion – before assign an acceptance; otherwise this contract is considered not to have been concluded.
2. Please ask your contract partner to confirm our Purchase Order within 7 days in written or to confirm by supply of the goods their acceptance. A late acceptance is supposed to be a new offer and needs our official acceptance .

§ 3 Delivery period and Delay in delivery

1. The indicated scheduled shipping date indicated by us in the Purchase Order is binding and can be considered as a delivery date at the place of performance. When a calendar week is indicated as delivery deadline, the Thursday of the indicated week is the last possible day of delivery. When the delivery time is not indicated in the purchase order and when it was not agreed upon, it amounts to 4 weeks after contract

conclusion. The contract partner is obliged to inform us immediately in written, when he is not able to stick to the agreed delivery times - for which reasons whatsoever.

2. Should the contractual partner fulfill his obligation not or not within the agreed delivery time or should he be in a delay, our rights are determined - particularly regarding the withdrawal and compensation - upon the legal prescriptions. The stipulations in art.3 remain unchanged.
3. When the contract partner is in delay, we can require a contract penalty amounting to 0.25% of the net price per completed calendar day, in total however not more than 10% of the overall net price, of the goods which are supplied subsequently. We are authorized to request the contract penalty besides the fulfillment and as a minimum amount of a seller according to the indemnification compensation upon the legal prescriptions; the submission of another damages remains unchanged. Should we accept a late delivery, we will make the contractual penalty valid with the final payment at the latest. The same prerequisites also apply for possible late delivery of the final documentation and the manufacturing documents. Here, we will require a contract penalty with 0.15% of the net price with every calendar day completed, in total however not more than 5% of the overall net price.

§ 4 Stipulation, supply, passing of the risk of accidental destruction or deterioration, default in acceptance

1. The contractual partner is not authorized without our previous written agreement, to have the service fulfilled by Third Parties (e.g. sub-contractor). He will bare the purchasing risk for his services, however, it should not be a single-part production.
2. This supply is made within Germany according to Incoterms 2020 DAP to the place indicated in the purchase order. Should the place of destination not be indicated and should nothing be agreed, the supply will have to be made to our place de business. The respective place of business is also the place of destination (debt to deliver).
3. The supply is a delivery note indicating the deliverer and the delivery number, date (issue and date of shipment), contents of the supply (article number and quantity), our purchase order ID (date and number) as well as the place of delivery. Should the delivery note miss or should it be incomplete, we are not responsible for any delays resulting from it regarding processing and payment.
4. The danger of the accidental loss and the accidental worsening of a thing is transferred to us with the transfer at the place of fulfilment. Should you have agreed upon acceptance, it is relevant for passing of the risk of accidental destruction or deterioration. Hereafter, the legal prescriptions of the plant contract will apply accordingly with the acceptance. The transfer or the acceptance has to indicate, when we have to deal with a default in acceptance.
5. The legal prescriptions will apply for entry of our acceptance delay. However, the contract partner has to quote his service expressly, when for a certain action or cooperation on our side a certain calender time was agreed upon. Should there be a default in acceptance, the contract partner is able to claim for a replacement for his additional expenditures (§ 304 BGB) according to the legal stipulations. Should the contract refer to a thing manufactured by the contract partner (single manufacture), the contract partner only has further rights, when we oblige ourselves to help and when we are not responsible for any missing cooperation.
6. The contract partner is not authorized without our previous written confirmation to supply any partial deliveries.

§ 5 Prices and Terms of payment

1. The supply is made upon the individually agreed prices or upon the prices indicated matching the current proposal. Should there be no quote or individual price at present, the order is placed according to the prices saved in our datat base (list prices). Should there be any goods, having no list price, the price is valid according to our last quote or the last price list, which we received. The contract partner can re-

- quire information about the current valid prices at any time or the current present price list .
2. Should nothing else be agreed upon in the single case, this price includes all services and extra services of the contract partner as well as all extra services (e.g. proper packing, customs, transport costs including possible transport and liability insurance). In the case of doubts all prices are valid including the legal VAT. The contract partner has to take back any packing material should be request him to do so.
 3. The agreed price has to be paid within 60 calendar days upon the complete delivery and service (including a possibly agreed acceptance) as well as receipt of an orderly invoice due for payment. Should we release a payment within 14 calendar days after start of the conditions mentioned before , the contract partner warrants to us 3% cash discount to the net amount shown on the invoice.
 4. You do not have to pay any interest at the due date. Our claim for payment of the lump sum and the interest on arrears remains unchanged and is based on our legal requirements.
 5. Insofar as receipts/certificates of the material inspection and/or quality inspection carried out have to be presented, this is an essential contract obligation. The documents/certificates have to be transmitted with the delivery. Delays for payment and account are not started before we have received the documents/certificates .
 6. The payment released by us does not mean that the goods are accepted as being contract conform or a waiver of the validity of any rights, particularly no waiver for the validity of any claims for warranty and/or claims for indemnification.
 7. The laws of accumulation and rights of retention as well as the objection of the non-fulfilled contract are binding to us as per the legal basis. We are especially authorized to retain payments due as long as we still have claims of the incomplete or defective services towards the contract partner .
 8. The contract partner has the right for accumulation or to retain only due to the legally determined or non-objected counter claims

§ 6 Secrecy agreement and Reservation of property

1. We conserve our right of property and our copyrights for all figures, plans, drawings, calculations, execution instructions, product descriptions and other documents. This type of document is exclusively to be used for the contractual service and have to be returned to us after completion of the contract. Opposite to Third Parties, the documents are kept secret and will be kept secret also when the contract conditions have elapsed. The secrecy obligation expires only, when and insofar the Know-How written down in the documents has become general knowledge .
2. The stipulations mentioned above apply for fabric and material (e.g. software, finished and semi-finished products) as well as for tools, samples and other objects, which we can supply to the contracting partner for manufacturing. Such objects are – in case they are not treated – to be separately warranted upon the contract partners costs and have to be ensured to the usual extent against destruction and loss .
3. Processing, mixing or combination of the provided objects is carried out for us by the contract partners.
4. Should in the case of processing, mixing or connection with objects of a Third Party be a right of ownership, we will purchase with the new object a co-ownership in the ratio of a value of our object compared to the other things.
5. The transfer of ownership of the goods is absolute and irrespective of the payment of the agreed price. Excluded are in any case all forms of the extended or prolonged retention of ownership, so that a retention of ownership of the contract partner and an effectively declared retention of ownership is only valid until the payment of the goods supplies to us and only for these goods .
6. Insofar as we do not provide objects/material (goods) in the single case, but should sell them to our contract partner, the sell is carried out upon the retention of ownership according to the following conditions:
 - (a) Until the complete payment of all our present and future claims due to this contract and the current

business relationship, we retain the ownership of the goods supplied .

- (b) The goods to which the retention of ownership applies may neither be transmitted before the payment is completed of the requirements nor be mortgaged to Third Parties for their own safety. The contract partner has to inform us immediately in writing, when we have to expect access of Third Parties to the goods which belong to us.
- (c) In the case of behaviour of the contracting partner which is contrary to the contract, especially in the case of non-payment of the purchase price, we are authorized, according to the legal prescriptions of the contract and to require the goods due to the retention of ownership as well as the withdrawal. Should the contract partner not pay the purchase price due, we are not allowed to claim these rights, when the contract partner was given an adequate period for payment without success or another similar deadline according to the legal prescriptions .
- (d) The contract partner is authorized to process the goods which belong to the retention of ownership as per proper business rules and to sell and/or process them . In this case the following rules will apply.
 - (aa) The retention of ownership extends to the processing, mixing or combination of our goods according to the products at their full value on-site, in which case we can be considered as dealers. Should during the processing, mixing or connection to the goods of Third Parties be a right of ownership, we purchase proprietary rights in relation to the calculated values of the processed, mixed or connected goods. Furthermore, the same applies to the product as for the goods supplied under the retention of ownership.
 - (bb) The claims resulting from the selling of the goods or the product against Third Parties, the contract partner will already today cede a total or the height of our co-ownership share according to the paragraph for safety reasons to us. We accept the assignment. The obligations of the contract partner mentioned above apply also regarding the requirements no longer relevant.
 - (cc) The contract partner will remain authorized to this requirement. We engage not to place a claim as long as the contract partner will stick to his payment obligations, will not be delayed in his payments, until no order to open an insolvency proceeding was opened and until no other deficiency of his capacities is present. Should this however be the case, we can require that the contract partner informs us about the ceded requirements and their debtors; makes all indications needed for making the claim come into force, hands over the corresponding documents and informs the debtor (Third Party) about the cession.
 - (dd) Should the value which can be realized exceed the safety of our requirements for more than 10%, we will release the safeties upon the request of our contract partner.

§ 7 Insufficient Supply

1. For our rights concerning damage of property or defects of title (including wrong supplies or shortages as well as improper assembly, defective assembly, operation or commissioning instructions) and in the case of other neglects of duty by the contractor, the legal prescriptions will apply, insofar as there are no other stipulations.
2. According to the legal prescriptions, the contracting partner is liable to ensure that the goods are of the agreed quality at the moment of the passing of the risk of accidental destruction or deterioration. The agreement about the quality of the product descriptions - particularly by the designation or reference to our purchase - object of the respective contract are the same as the AEB in this contract. There is no difference, whether the product description is supplied by us, the contract partner or the manufacturer.
3. The contracting party warrants that all goods supplied by him correspond to the latest State of the Art and match the valid German and the valid EC law (directives, legal ordinances etc.) particularly the product liability. The warranty is equally extended to the legal provisions of those States, to which the goods - as can be identified for the contract partner- are exposed.
4. The contract partner warrants furthermore that the goods and their intended use does not infringe any business protection / usage rights of Third Parties.
5. Differing from § 442 par. 1 S 2 BGB we have access to claims for defect without restrictions also and when

the defect has remained unknown at the moment of contract conclusion following a gross negligence.

6. For the commercial investigation and reprimand duty the following legal prescriptions will apply (§§ 377, 381 HGB) by means of the following measure: Our duty for investigation is limited to deficiencies, which are openly presented during the goods receipt inspection with an outer observation including the shipping documents as well as our Quality Inspections in a sample taking procedure (e.g. transport damages, wrong supplies and shortages). Should no acceptance be agreed upon, there is no obligation for an investigation. Furthermore, it depends on the fact, in how far an investigation makes sense taking the conditions of the single case after orderly business rules into consideration. Our reprimand duty for deficiencies identified later on remains unchanged. In all cases our reprimand (notice of defect) is considered as immediate and in time, when it is sent within 7 work days after orderly investigation or (in the case of hidden defects) after discovery of the deficiency.
7. The costs paid by the contracting party for the purpose of inspection and retouching work make sense, also when you see, that there was a real deficiency. Our elimination of defects for unauthorized requirement of elimination of defects remains unchanged; insofar we are only liable when we have identified or grossly negligent seen, that there is no deficiency.
8. Should the contracting party not meet his obligation to fulfillment - according to our selection by removing the deficiency (re-touching) or by supply of a defect-free material (replacement delivery) within an adequate period about the duration of which we decide, we are able to remove the deficiency on our own and can ask our contractual partner for a replacement for the expenditures necessary or a necessary advance payment. When the fulfillment by the contractual partner has failed or is unacceptable (e.g. due to particular urgency, danger of the operating safety or when we have to expect over-proportional damage) no deadline is required; the contract partner has to be informed in time, if possible, upfront.
9. Further more we are authorized in the case of property or legal deficiencies according to the legal prescriptions to reduce the purchase price or to completely refrain from the contract Besides, we can claim a replacement for our damages and expenditures based on the legal prescriptions.

§ 8 Particular Quality conditions

1. The contracting party warrants the respect of all actual legal prescriptions (limit values etc.) for the sectors of environment and health care - whether German or European stipulations. Upon our request, you have to present appropriate supporting documents (e.g. expert opinions); the costs of the proves, documentations are with the contracting parties.
2. Should we receive within the frame of our quality control in a sample taking procedure hints about possible deficiencies, we are authorized to carry out an extensive inspection of all goods supplied which might theoretically have a defect. All own and/or external costs which belong to this inspection - have to be born by the contracting party - independent from the inspection result. The enforcement of further claims (legal and/or contractual) remains conserved.
3. In the case of the delivery of hazardous substance, the contracting partner has to warrant for the orderly transport according to the legal stipulations. From the first supply (as well as for any later modification) a completely filled in data safety sheets has to be transmitted.
4. The contracting party is obliged to keep us informed regarding the upcoming quality and environmental audit access to his business/company premises and to grant all necessary information.
5. At our request, we urgently need appropriate proofs via the material inspection and/or quality inspection at the contract partners.

§ 9 Vendor reference

1. The legally determined resources within a delivery chain (supply regress acc. to §§ 478, 479 BGB) are available to us without any restrictions next to the claims for defects. We are particularly authorize to exactly claim this type of supplementary performance (retouching or replacement delivery) of the contract

partner, which we are due to our buyer in the single case. Our legal right to vote (§ 439 par. 1 BGB) is not restricted due to these stipulations.

2. Before we should recognize or fulfill any claim for defects (including the replacement of expenditure acc. to §§ 478 par. 3, 439 par. 2 BGB), the contract partner will be informed and we will ask him for a written statement. Should disposition not be provided within an adequate period and should no solution be found, we consider the claim for defects as due to our buyer; the contract partner is in this case the counter proof.
3. Our claims, which are based on a supplier regress are also valid, when the goods were processed by us before being sold to a consumer or by one of our buyers, e.g. by installation into another product.

§ 10 Producer's liability

1. Should the contracting party be responsible for a product damage, he has to release us from all claims of Third Parties, when the cause was set in a sovereignty or organizational range and when he in his outer relations is liable as well.
2. Within the scope of his indemnity obligations the contracting party has to pay indemnities acc. to §§ 683, 670 BGB, which result from or in the context of a usage of Third Parties including the recall action carried out by us. We will inform the contract partner about the contents and the scope of recall action - as far as possible and acceptable - and will give him the opportunity to react. Further legal claims remain unchanged.
3. The contracting party has to conclude or to keep up a product liability insurance with a lump sum of at least 5 mio. EUR per personal/property damage.

§ 11 Limitation period

1. The reciprocal claims of the contracting parties come to an end after the legal requirements, insofar as this is not followed by other stipulations.
2. Different from § 438 par. 1 n° 3 BGB the general limitation period for claim for defects amounts to 36 months. The limitation period of 36 months also applies to the claims for defects arising from third parties' right over or in relation to the goods sold (§ 438 par. 1 n° 1 BGB) remains unchanged; claims of legal deficiencies expire further more in no case, as long as the Third Party has to right -particularly due to a limitation period - which can be claimed against us.
3. The limitation periods of the purchase right including the preceding prolongation apply - in a legal scope - for all contractual deficiency claims. Insofar, as we should be entitled to extra-contractual damage claims, the regular legal limitation period (§§ 195, 199 BGB) will apply, when the application of the limitation period of the purchase right will lead to an extended limitation period in the single case.

§ 12 Choice of law and Jurisdiction

1. For these AEB and all legal relationships between us and the contracting partners the law of the Bundesrepublik Deutschland will apply, excluding all international and supra-national (contract) legal relationships, especially the UN Convention on Contracts for the International Sale of Goods. Prerequisites and effect of the retention of ownership are submit to the law at the respective location of the object, insofar as - upon this law - the selected law in the favor of the German law is inadmissible or ineffective.
2. When the contracting party, commercial code, corporate body under public law or a publically-legal particular laws are - also the international - place of jurisdiction are determined for all litigations resulting from the contractual relationship exclusively by our business location. However we are authorized to file a suit at the place of fulfilment or at the headquarter of the contract partner.

§ Data processing / Salvatorische Klausel

1. The contract partner agrees that we may process all personal data within the scope or the context of our business relation regarding the contract partner which we will process and use according to the Bun-

desdatenschutzgesetz within the admissible scope.

2. Should such a determination in these purchase conditions or a determination within the scope of our other contractual agreements be inefficient or become non effective, the coming into force of these conditions/agreements remain unchanged. In this case the contracting parties are obliged to replace the inefficient stipulation by means of a regulation similar to its economic success.