

# GENERAL PURCHASING CONDITIONS

## § 1 General Information – Scope of Validity

(1) Our Purchasing Conditions apply exclusively; we do not recognise opposing conditions or suppliers' conditions deviating from our Purchasing Conditions, unless we have expressly agreed to their validity in writing. Our Purchasing Conditions also apply if we accept the supplier's delivery without reservation in full knowledge of the supplier's opposing conditions or conditions deviating from our Purchasing Conditions.

(2) All agreements made between us and the supplier for the purpose of the execution of this contract are to be recorded in writing in this contract.

(3) Our Purchasing Conditions also apply to all future business transactions with the supplier.

## § 2 Offer – Offer Documentation

(1) The supplier is obliged to accept our order within a period of 2 days of our order being placed by returning the duplicate of this order signed by him.

(2) We retain the ownership and copyright to images, drawings, calculations and other documentation; they must not be made available to third parties without our express written agreement. They must be used exclusively for the production based on our order; following completion of the order they must be returned to us without prompting. They must be kept confidential towards third parties; insofar the regulation of § 9 (4) applies in a supplementary capacity.

## § 3 Prices – Payment Conditions

(1) The price listed in the order is binding. Unless a deviating written agreement has been made, the price "free delivery" includes packaging. Return of the packaging requires a special agreement.

(2) The price includes the statutory sales tax.

(3) We can only process invoices if these – in accordance with the guidelines in our order – indicate the order number stated there; the supplier is responsible for all consequences resulting from failure to comply with this obligation, unless he can prove that this is not his responsibility.

(4) We pay, unless agreed otherwise, the purchase price within 14 days, calculated from the date of delivery and receipt of the invoice, with a 2 % discount for early payment or net within 30 days following receipt of the invoice.

(5) We are entitled to accrual and retention rights within the scope of the legislation.

## § 4 Delivery Period

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

(2) The supplier is obliged to inform us in writing without delay if circumstances arise or become recognisable to him which indicate that the stipulated delivery period cannot be complied with.

(3) In the case of delivery being delayed we are entitled to the statutory rights. In particular we are entitled to claim for damages instead of the performance following the expiration of a suitable period during which no delivery was made. If we claim for damages, the supplier has the right to demonstrate to us that he is not responsible for the violation of obligation.

## § 5 Transfer of Risk – Documents

(1) The delivery must, unless agreed otherwise in writing, be free of charge.

(2) The supplier is obligated to indicate our exact order number on all dispatch documentation and delivery notes; if he fails to do so, we are not responsible for delays in the processing of the order.

## § 6 Examination for Defects – Liability for Defects

(1) We are obligated to examine the goods within a suitable period for any quality or quantity deviations; the complaint is on time if it is received by the supplier within 8 working days calculated from the date the goods were received or from the date the hidden defects were discovered.

(2) We are entitled to the full statutory claims for defects; in any case we are entitled to demand from the supplier, at our choice, removal of the defect or delivery of a new item. The right to compensation, in particular the right to compensation instead of the performance, remains expressly reserved.

(3) We are entitled to undertake the remedy of the defects ourselves at the supplier's cost if danger is imminent or particular urgency is required.

(4) The statute of limitation is 36 months, calculated from the point in time of the transfer of risk.

## § 7 Product Liability – Release – Third Party Liability Insurance Cover

(1) If the supplier is responsible for a product defect, he is obliged to release us from the claims for damages by third parties on first request insofar as the cause is located in his domain and organisational territory and he is himself liable in relation to third parties.

(2) Within the scope of his liability for defects in the sense of (1) the supplier is also obligated to reimburse any expenses in accordance with §§ 683, 670 BGB [German Civil Code] or in accordance with §§ 830, 840, 426 BGB, which result from or in connection with a recall undertaken by us.

We will inform the supplier – where feasible and acceptable – of the scope and content of the recall to be undertaken and give him opportunity to comment. Other legal claims remain disregarded.

(3) The supplier promises to maintain a product liability insurance with a cover sum of 1 M per loss to life or limb or material loss for the duration of this contract, i.e. until the respective expiry of the statute of limitation for defects; if we are entitled to any further claims for compensation, these remain unaffected.

## § 8 Property Rights

(1) The supplier guarantees that no rights of third parties within the Federal Republic of Germany are infringed in connection with his delivery nor as a result of the delivery.

(2) If we are pursued by a third party for this reason, the supplier is obligated to release us from these claims on first written request; we are not entitled to enter into any arrangements with the third party without the supplier's agreement, in particular for the purpose of entering into any settlement.

(3) The supplier's duty to release refers to all expenditure that has become necessary as a result of or in connection with the raising of a claim by a third party.

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(4) The statute of limitation for these claims is 10 years, beginning with the completion of the respective contract.

## § 9 Retention of Title – Components Provided by Us – Tools – Confidentiality

(1) We retain the title to any components provided to the supplier. Processing or transformation by the supplier is undertaken for us. If our goods that are the subject of a retention of title are processed together with other items not belonging to us, we obtain a share in the ownership of the new item proportionate to the value of our item (purchase price plus sales tax) in relation to the other processed items at the point in time of the processing.

(2) If the item provided by us is inseparably blended with other items not belonging to us, we obtain a share in the ownership of the new item proportionate to the value of our item (purchase price plus sales tax) in relation to the other blended items at the point in time of the blending. If the blending takes place in a way that results in the supplier's item being considered the primary item, it is agreed that the supplier transfers a proportionate share of the ownership to us; the supplier stores the sole property or joint property for us.

(3) We retain the ownership to tools; the supplier is obligated to use the tools exclusively for the production of the goods ordered by us. The supplier is obligated to insure the tools belonging to us against fire, water and theft at replacement value at his own cost. At the same time the supplier already now transfers all entitlements to compensation arising from this insurance to us, we hereby accept the transfer. The supplier is obligated to undertake any required service and inspection tasks as well as all maintenance and repairs of our tools at his own cost and on time. He must inform us of any failures immediately; if he culpably fails to do so, claims for damages remain unaffected.

(4) The supplier is obligated to treat all images, drawings, calculations and other documentation and information received with the strictest confidentiality. They must only be disclosed to third parties with our express written agreement. The confidentiality obligation also applies following completion of this contract; it only expires when and if the manufacturing knowledge contained in the images, drawings, calculations and other documentation provided has become public knowledge.

(5) Where the security interests we are entitled to in accordance with (1) and/or (2) exceed the purchase price of all our not yet paid for goods that are subject to retention of title by more than 15 %, we are obligated to release the security interests at our choice on the supplier's request.

## § 10 Place of Jurisdiction – Place of Fulfilment

(1) If the supplier is a trader, our registered office is the place of jurisdiction; we are however also entitled to bring an action against the supplier at his local court.

(2) Our registered office is the place of fulfilment unless stated otherwise in the order.

Effective 01/09