

# General Conditions of Purchase (EN)

## § 1 General – Area of application

1. Our conditions of purchase apply exclusively. We do not recognise supplier terms that are contrary to or diverge from our conditions of purchase unless we have expressly agreed to their application in writing. Our conditions of purchase also continue to apply if we accept a delivery from the supplier in full knowledge that the terms of our supplier are contrary to, or differ from, our conditions of purchase. They also apply to all future business relations even if they have not been expressly agreed.
2. All agreements made between us and the supplier for the purpose of implementing this contract must be put down in writing in this contract.
3. Our conditions of purchase apply exclusively in relation to companies.

## § 2 Offer – Offer documents

1. The supplier is obligated to accept our order in writing within one week.
2. We retain ownership and copyrights over diagrams, 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 the manufacturing based on our order; after the order has been processed, they are to be returned to us, unprompted. They are to be kept in confidence in relation to third parties; to this extent the supplementary provision of § 9 Clause 4 applies.

## § 3 Prices – Payment terms

1. The price listed in the order is binding. Unless otherwise agreed in writing, the price includes "carriage-free" delivery, including packaging. The return of empty containers and packaging materials, unless it is one-way packaging material, shall take place, unfranked, at the supplier's expense.
2. The prices are exclusive of the legally-applicable VAT in each case.
3. We can only process invoices if these arrive separately from the delivery of goods and – in accordance with our order requirements – the order number is indicated; the supplier is responsible for consequences arising from non-observance of this obligation unless it demonstrates that it is not responsible for it.
4. Unless otherwise agreed in writing, we pay the purchase price within 14 days with a 3% discount or within 30 days net after receipt of the invoice. If the goods only arrive after the invoice has been received, for the purpose of calculating our entitlement to discount, the day the goods were received is decisive.
5. We are entitled to the full extent of the legal offsetting and withholding rights. We are entitled to assign all claims arising from the purchase contract without the consent of the supplier. The supplier is not entitled, without our prior written consent, to assign claims arising from the contractual relationship to third parties.

## § 4 Delivery / Delivery time

1. The supplier must perform the service itself. Sub-contracts may only be awarded by the supplier with our express written consent.
2. The deliveries must correspond to the order as regards execution, scope and organisation.
3. With orders that have not yet been fully completed, we are entitled to request changes in construction, delivery or delivery time, as long as we have an understandable interest in these, the supplier is in a position to make the changes from a technical point of view and the requested change is reasonable.
4. Agreed delivery dates are binding; the supplier guarantees the possibility of on-time delivery.
5. We are entitled to the statutory claims in the case of a delay in delivery. In particular, we are entitled, after a reasonable deadline has expired without result, to demand compensation for the delay as well as the performance, or compensation for non-fulfilment instead of the performance, or to withdraw from the contract. If we request compensation, the supplier is entitled to demonstrate that it is not responsible for the infringement of the obligation.
6. Additional freight costs for urgent or express shipments of goods, which result from failure to observe the agreed delivery date, shall be at the supplier's expense.
7. The supplier is obligated to notify us immediately if circumstances occur, or become recognisable, which mean that the agreed delivery time can no longer be observed.

## § 5 Transfer of risks – Documents

1. Unless otherwise agreed in writing, delivery must take place "carriage-free"; the risks are transferred to us when the delivery is properly handed over and accepted.
2. The supplier is obligated to specify our exact order number on all shipping papers and delivery certificates; if it neglects to do this, we are not responsible for delays in processing.

## § 6 Quality

1. The supplier guarantees that its goods and services shall have the attributes, quality and physical characteristics, and shall correspond to the specifications, drawings, models and most up-to-date datasets and other descriptions, specified by us.
2. The supplier must carry out suitable quality control, corresponding to the technological state-of-the-art, and appropriate in type and scope.
3. If the first samples or selection samples are requested, the supplier may only begin series production after presentation of our express written approval.
4. We expect that the supplier constantly ensures that the quality of the goods to be supplied to us is in line with the state-of-the-art in technology and points out possible improvements as well as technical changes. Changes in the item to be delivered, however, require our prior written consent in each case.
5. The supplier guarantees and warrants the fulfilment of all legal safety and environmental regulations of the Federal Republic of Germany.
6. We reserve the right to audit the supplier's production.
7. If applicable, the CE symbols must be applied in a clearly visible way and the declaration of conformity must be included in the delivery. The supplier undertakes to make available spare parts for the goods delivered by it for a period of 10 years.
8. The supplier guarantees that the products supplied contain no legally prohibited materials, in particular with regards to the Chemicals Prohibition Ordinance, the Battery Ordinance, the Packaging Ordinance, the EC Regulation 2037/2000/EC as well as RoHS 2002/95/EC. These regulations form part of our conditions of purchase.
9. For each justified complaint we shall charge a lump sum of €50 net plus the legally applicable VAT.

## § 7 Examination for faults – Fault liability

1. We are obligated to check the goods for recognisable quality and quantity deviations within a reasonable period; the objection is timely if it arrives at the supplier within a period of 30 working days, calculated from the time the goods are received, or, in the case of hidden faults, after discovery.
2. We are entitled to the statutory claims for fault without limitation; in all cases, we are entitled, according to our own choice, to request the rectification of the fault or the supply of a new item. The right to compensation, in particular to compensation instead of performance, remains expressly reserved.
3. We are entitled to rectify the fault ourselves, at the supplier's expense, if there is a risk associated with delay or if there is a special need for haste.
4. The statutory period of limitation is 36 months (calculated from the transfer of risks), at least 6,000 operating hours however.

## § 8 Product liability – Indemnification – Liability insurance cover

1. Insofar as the supplier is responsible for product damages, it is obligated to indemnify us against the claims of third parties to the extent that the cause is within its sphere of organisation and control and it is itself liable in the external relationship.
2. Within the framework of its liability for cases of damage in the sense of Clause 1, the supplier is also obligated to reimburse any possible expenditures, in accordance §§ 683, 670 of the Federal Civil Code as well as in accordance with §§ 830, 840, 426 of the Federal Civil Code, which arise from or in connection with a recall action carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out – insofar as this is possible and reasonable – and present it with the opportunity to offer an opinion. Other lawful claims shall remain unaffected.
3. The supplier is obligated to maintain product liability insurance with a lump-sum coverage amount of €5 million per case of personal / material damage; if we are entitled to higher claims for damages, these remain unaffected.

## § 9 Protective rights

1. The supplier guarantees that, in connection with its delivery, no third-party rights will be infringed in the Federal Republic of Germany or the EU.
2. If claims are brought against us by a third party because of infringement of protective rights, the supplier is obligated, upon the first written request, to indemnify us from these claims; we are not entitled – without the consent of the supplier – to reach any agreements, and in particular to conclude a settlement, with the third party.
3. The indemnification obligation relates to all expenses that prove to be necessary in connection with a third-party claim.
4. The supplier's aforementioned obligation to assume liability does not apply if the supplier has manufactured the supplied goods according to drawings or models, or descriptions or information equivalent to these, handed over by us, and does not know, or in connection with the goods developed by it does not have to know, that in this way protective rights have been infringed.
5. The statutory period of limitations for these indemnification claims is 3 years, calculated from the time at which we became aware of the demands of the third-party.

## § 10 Reservation of proprietary rights – Provision – Tools – Confidentiality

1. All parts (reserved goods) and tools provided by us remain our property. Processing or reworking by the supplier is carried out for us. If our reserved goods are processed with other objects that do not belong to us, we acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) in relation to the other processed objects at the time of the processing.
2. If material provided by us is inseparably combined with other items not belonging to us, we thus acquire co-ownership of the new material in proportion to the value of the reserved material (purchasing price plus VAT) to the other included material at the time the combination took place. If the combination takes place in such a way that the supplier's material is seen as the main material, it is considered agreed that the supplier transfers co-ownership of the property to us; the supplier keeps the sole ownership or co-ownership for us.
3. The supplier is obligated to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obligated to insure at its own cost the tools belonging to us for their value when new against fire and water damage and theft. At the same time the supplier already now assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. The supplier is obligated to carry out in a timely fashion any maintenance and inspection work, as well as any servicing and repair work, required on our tools at its own cost. Any problems must be indicated to us immediately; if this is culpably omitted, damage compensation claims remain unaffected.
4. The supplier is obligated to keep all diagrams, drawings, calculations and other documents and information received in strict confidence. They may be disclosed to third parties only with our express consent. This confidentiality obligation applies even after the processing of this contract; it expires if, and to the extent that, the manufacturing knowledge embodied in the diagrams, drawings, calculations and other documents handed over becomes generally known.
5. Insofar as the security rights we are entitled to according to Clause 1 and/or Clause 2 exceed the purchase price of those of our reserved goods that have not yet been paid for by more than 10%, we are obligated to release the security rights at the supplier's request.

## § 11 Court of jurisdiction – Place of fulfilment – Applicable law

1. The place of fulfilment and exclusive court of jurisdiction for deliveries and payments (including cheque complaints) as well as all disputes arising between the parties from the contracts concluded between them is the location of our registered office, to the extent that the supplier is a businessman in the sense of the commercial code. We are also entitled, however, to file suit against the supplier at the location of its registered office.
2. The law of the Federal Republic of Germany applies, to the exclusion of the standard UN purchasing law (CISG = United Nations Convention on Contracts for the International Sale of Goods dated 11/04/1980).
3. If a provision of these general terms and conditions of business should be, or become, ineffective or unenforceable, this shall not affect the effectiveness of the remaining general terms and conditions of purchase.