

Section 1 - Scope of application

- (1) Our terms and conditions of purchase apply exclusively and to all present and future business relations with the supplier/contractual partner (hereinafter referred to as "contractual partner").
- (2) We do not recognise any terms and conditions of the contractual partner which conflict with, deviate from or are additional to our terms and conditions of purchase, unless we expressly agree with their validity in writing. (Counter-)confirmations of the customer with reference to his terms and conditions are hereby contradicted.
- (3) Our terms and conditions of purchase shall also apply if we accept the order confirmations or deliveries or contractual services of the contractual partner without reservation in the knowledge of deviating terms and conditions of the contractual partner. By executing the order without contradiction, the contractual partner declares his agreement with these terms and conditions of purchase.
- (4) Our terms and conditions of purchase shall only apply to companies within the meaning of sec. 310 para. 1 BGB (German Civil Code).

Section 2 - Orders

- (1) Supply contracts (order and acceptance) and delivery call-offs as well as their amendments and supplements must at least be in text form.
- (2) If the contractual partner does not accept the order within 5 working days of receipt, we shall be entitled to cancel the order. Delivery call-offs become binding at the latest if the supplier does not object within 5 working days of receipt.
- (3) Within the scope of what is reasonable for the contractual partner, we can demand changes to the construction and design of the delivery item. In doing so, the effects, in particular with regard to additional and/or reduced costs and the delivery dates, must be taken into account appropriately and, if necessary, settled by mutual agreement.

Section 3 - Terms of delivery

- (1) Unless otherwise agreed, the contractual partner shall bear the risk and costs of transport including packaging, insurance and all other ancillary costs.
- (2) Agreed dates and deadlines are binding. The receipt of the goods by us is decisive for compliance with the delivery date or delivery period. If something other than delivery "free works" has been agreed, the contractual partner shall make the goods available timely, taking into account the usual time for loading and dispatch.
- (3) If it becomes apparent to the contractual partner that delivery deadlines cannot be met, we must be informed of this immediately in text form, stating the reasons. Any claims for compensation for damages caused by delay shall remain unaffected by this.

Section 4 - Terms of payment

- (1) Unless otherwise agreed, payment shall be made within 10 working days of receipt of the delivery by us, with a 2% discount, or within 30 days net, provided that we have received a corresponding, properly generated invoice at that time. In case of acceptance of premature deliveries, the due date shall be determined by the agreed delivery date.
- (2) In the event of defective delivery, we shall be entitled to withhold payment in proportion to the value until proper performance. Besides, payments are made subject to calculatory and price accuracy.
- (3) The contractual partner is not entitled to assign his claims against us or have them collected by third parties without our prior written consent, which may not be unreasonably withheld. In the event of extended reservation of title, such consent shall be deemed to have been given. Otherwise, sec. 354a HGB (German Commercial Code) remains unaffected.

Section 5 - Notification of defects

We shall notify the contractual partner immediately of any defects in the delivery as soon as and to the extent that they are detected in the ordinary course of business. In this respect, the contractual partner waives the objection of delayed notification of defects.

Section 6 - Unforeseen events

Force majeure, in particular labour disputes, riots, epidemics, official measures and other unforeseeable, unavoidable and serious events shall release the contracting parties from their obligations to perform for the duration of the disturbance and to the extent of its effect. This also applies if these events occur at a time when we are in default. The contractual partners will adjust their obligations to the changed circumstances in good faith.

Section 7 - Quality and condition, documentation

- (1) Regarding his deliveries the contractual partner must comply with the recognised rules of technology, safety regulations and other legal requirements as well as the agreed technical data or the agreed condition. Changes to the delivery item require our prior written consent.
- (2) Irrespective of this, the contractual partner must constantly check the quality of the delivery items. The contracting parties shall inform each other about the possibilities of quality improvement.
- (3) In regard of features specially marked in the technical documents or by separate agreement, the contractual partner must also record in special records when, in which way and by whom the delivery items have been tested with regard to the

special features and which results the required quality tests have produced. The test documents must be kept for at least fifteen years and be presented to us if required. The contractual partner must place upstream suppliers under the same obligation as far as this is legally possible for him.

Section 8 - Third party rights

- (1) The contractual partner shall be liable for claims arising from the infringement or impairment of third party rights, in particular but not exclusively industrial property rights and applications for industrial property rights, when the delivery items are used in accordance with the contract.
- (2) The contractual partner undertakes to indemnify us upon written request from these claims asserted by a third party. This indemnification obligation also applies to all necessary expenses incurred by us from or in connection with the claim by the third party.
- (3) The two preceding paragraphs shall not apply insofar as the contractual partner has manufactured the delivery items in accordance with drawings, models or other comparable descriptions or information provided by us and does not know or, in connection with the products developed by him, does not need to know that this infringes the rights of third parties.
- (4) The contractual partner undertakes to inform us immediately of any infringement risks and alleged infringements that become known to him and to give us the opportunity to counteract such claims by mutual agreement.

Section 9 - Warranty

- (1) Our warranty claims against the contractual partner shall be based on the statutory provisions, unless otherwise provided below.
- (2) If the contractual partner is not merely a intermediary, he shall be liable for defects in the delivery items even if he is not at fault.
- (3) The limitation period for claims for defects amounts to 36 months from delivery, unless a longer period is provided by law.
- (4) In cases of particular urgency or if there is a risk of disproportionately high damage, we are entitled to remedy the defect ourselves or have it remedied by third parties at the expense of the contractual partner or procure a replacement from another source. As far as possible and reasonable, this will be done in agreement with the contractual partner, otherwise we will inform the contractual partner immediately of the measures taken.
- (5) The contractual partner shall be liable for supplementary performance actions to the same extent as for the original delivery item. The period of limitation begins with the successful completion of the supplementary performance.
- (6) In the event of a recall action to be carried out by us on the basis of product liability law, the contractual partner shall be obliged to bear a reasonable amount of the costs, unless the costs are to be borne anyway as a result of his statutory warranty obligation.

Section 10 - Confidentiality and rights to documents

- (1) The contractual partner undertakes to treat as business secrets all commercial and technical details which are not public knowledge and which become known to him through the business relations.
- (2) Design data, drawings, models, samples and similar items may not be handed over or otherwise made available to unauthorised third parties. The reproduction of such matters is only permitted within the scope of operational requirements and the copyright regulations.
- (3) Subcontractors shall be obligated accordingly.
- (4) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents which are designated as "confidential". The contractual partner requires our express written consent before passing them on to third parties.
- (5) The contracting parties may only advertise their business relationship with prior written consent.

Section 11 - Other

- (1) The place of performance and jurisdiction for both parties is the registered office of our company, Hungen, whereby we reserve the right to bring an action also at the general place of jurisdiction of the supplier.
- (2) The law of the Federal Republic of Germany applies exclusively; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

Section 12 – Safeguarding Clause

Should individual clauses of these terms and conditions of purchase be or become invalid, this shall not affect the validity of the remaining terms and conditions. The parties shall replace the invalid provision by a valid provision which comes closest to the economic content of the invalid provision. The same shall apply in the event of an unintentional loophole in the regulations.