

Applicable in commercial transactions with companies, legal persons governed by public law and special funds under public law.

General

1.1. Our General Terms and Conditions of Purchase (GTCP) shall apply exclusively. Opposing terms or General Terms & Conditions of the Supplier that deviate from our Terms and Conditions of Purchase shall not be recognized unless we have expressly accepted their validity in writing. Our Terms and Conditions of Purchase shall apply even if we accept deliveries of products and services from the Supplier (hereinafter: contractual object) without reservations or pay for these in the knowledge of opposing terms or terms of the Supplier that deviate from our Terms and Conditions of Purchase.

1.2. Our Terms and Conditions of Purchase shall also apply for all future deliveries and services provided by the Supplier to us until our new General Terms and Conditions of Purchase apply.

Conclusion of contract, amendments, documents

2.1. All agreements entered into between us and the Supplier for the purpose of executing this contract must be set down in writing in this contract. Amendments or additions to the text shall only become valid once they have been confirmed in writing by us.

2.2. If the Supplier does not accept the order within two weeks of receipt, we shall be entitled to retract it. Delivery call-offs will be binding if the Supplier does not object within five working days of receipt.

2.3. The Supplier will be selected to execute the contract in reliance on its own execution of the associated tasks and obligations. For this reason, the Supplier is not permitted to release itself from the obligations of this contract by assigning, delegating, transferring or otherwise disposing of these obligations without our written consent. The appointment of subcontractors shall require our written permission, which we will not refuse provided that there are reasonable grounds for using such subcontractors.

2.4. We shall reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents; these may not be made accessible to third parties without our express written permission. They are to be used solely for manufacturing on the basis of our order; they must be returned to us unrequested after the order has been processed. They must be kept secret from third parties; the provisions of figure 10.4. shall apply.

Prices, invoice, payment terms

3.1. The price stated in the order is binding. If there is no separate written agreement, prices shall be quoted "free works" and delivered duty paid (DDP in accordance with

Incoterms 2010) including packaging. VAT is not included in the price. The return of packaging shall require a special agreement.

3.2. We can only process invoices if they – in accordance with the specifications in our orders or our delivery call-offs – include the order number stated therein. One copy of the invoice must be sent to address given, quoting the invoice number and any other references; it may not be included with the deliveries. The Supplier shall be liable for all consequences resulting from non-observance of these obligations unless it can prove that it is not responsible for this.

3.3. If no special agreement has been entered into, invoices will be paid either within 14 days with a discount of 2% or within 30 days without any discount from the date when the payment claim becomes due and receipt of both the invoice and the goods or provision of the service. Payment will be made subject to invoice verification.

3.4. We shall be entitled to the rights of offsetting and retention to the extent permitted by law.

Delivery

4.1. Deviations from the agreements and orders shall only be permitted with our prior written consent.

Agreed delivery dates and deadlines are binding. 3. Receipt of the goods by us shall be authoritative in determining whether the delivery date or deadline has been met. If delivery “free works” (DAP or DDP in accordance with Incoterms 2010) has not been agreed, the Supplier must provide the goods in time taking into account the time for loading and shipping as agreed with the forwarding agent. 4. The Supplier shall be obliged to inform us without delay in writing if circumstances occur or become known to it which mean that the agreed delivery time cannot be met.

4.5. If agreed delivery dates and/or deadlines are not met, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim compensation in lieu of performance and withdrawal after expiration of a reasonable deadline. If we claim compensation, the Supplier shall have the right to prove to us that it is not responsible for the breach of duty.

4.6. The unconditional acceptance of a delayed delivery or service shall not include a renunciation of the claims to compensation to which we are entitled due to the delayed delivery or service.

4.7. Partial deliveries are generally not admissible unless we have expressly agreed to them in writing and they are reasonable for us.

Force majeure

Force majeure, in particular industrial disputes, unrest, official measures and disruptions of operations that are not our fault shall entitle us – notwithstanding our other rights – to withdraw wholly or partially from the contract insofar as they are of considerable duration and result in a significant reduction in our needs.

Transfer of risk

Unless agreed otherwise in writing, the Supplier shall bear the risk for the object until the goods are accepted by us or by our agents at the place to which the goods are to be delivered in accordance with the order.

Inspection of defects, liability for defects

7.1. The acceptance of goods shall take place subject to an inspection for defects. Unless agreed otherwise, we shall only carry out an incoming goods inspection with regard to externally visible damage and externally visible deviations in identity and quantity. We shall be entitled to inspect the contractual object if and as soon as this is feasible in the ordinary course of business. Any defects discovered will be reported in writing without delay after being discovered; the notification shall be deemed in time if it is received by the Supplier within a period of 5 working days, calculated from receipt of the goods or in the case of hidden defects from the point of discovery. In this respect the Supplier will waive the claim of late notification of defects.

7.2. We shall be entitled to the statutory provisions on material defects and defects of title to the full extent unless agreed otherwise below; in any case, we shall be entitled to demand rectification of defects or delivery of a new item from the Supplier at our own discretion. The Supplier shall be entitled to refuse the type of subsequent performance selected by us subject to the conditions of Section 439, para. 3 BGB (German Civil Code). We expressly reserve the right to compensation, particularly compensation in lieu of performance.

7.3. In urgent cases, particularly to avert acute hazards or avoid greater damage, in which it is not possible and not reasonable for us to give the Supplier the opportunity for subsequent performance, we shall be entitled to rectify the defects ourselves at the Supplier's expense or to have them rectified by a third party.

Material defect claims shall become time-barred after 36 months, commencing upon delivery of the contractual object. Other limitation periods shall be based on the statutory rules.⁵ If we incur costs as a result of the defectiveness, in particular transport, infrastructure, labor, material costs or costs for an incoming goods inspection going beyond the usual extent, then the Supplier must bear these costs.⁶ If we are obliged to take back goods manufactured and/or sold by us as a result of the defectiveness of the contractual object delivered by the Supplier, or if the purchase price is reduced as a result of this, or if other claims are raised against us because of this, we reserve the right of recourse to the Supplier without the need to set any deadlines which would otherwise be required.⁷ We can demand from the Supplier the reimbursement of expenses which we have incurred in the relationship to our customer because the customer had a claim against us to the reimbursement of the expenses necessary for the purpose of rectification, in particular transport, infrastructure, labor and material costs, if the defect was already present when the risk was transferred to us.⁸ Irrespective of the provisions in figure 7.4. (limitation of claims for defects), the limitation in cases of figure 7.6. and 7.7. shall set in at the earliest two months after the point in time at which we fulfilled the claims brought against us by our customer, but at the latest five years after delivery by the Supplier.

Product liability, release, liability insurance

8.1. If the Supplier is responsible for a product defect, it shall be obliged to release us from third-party claims for damages at the first request to the extent that the cause lies within its domain and organizational field and the Supplier itself is liable to third parties. In this case the Supplier shall bear all costs and expenses, including the costs of any legal action or product recalls. We will inform the Supplier about the content and extent of the recall measures, as far as this is possible and reasonable, and offer it the opportunity to make a statement. Other legal claims shall remain unaffected by this.

8.2. The Supplier undertakes to take out product liability insurance with adequate coverage. If we are entitled to further claims for damages, these shall remain unaffected.

Property rights

9.1. The Supplier warrants that no third-party rights will be violated in connection with his delivery.

9.2. If claims are brought against us by a third party, the Supplier shall be obliged to release us from these claims on first written request; we are not entitled to reach any agreement with the third party, in particular not to enter into any settlement, without the Supplier's consent.

9.3. The Supplier's duty to indemnify covers all expenses that we necessarily incur based on or in connection with the claim brought by a third party.

9.4. The limitation period shall be five years from the time of concluding the contract.

Retention of title, provision of parts, tools, nondisclosure

10.1. If we provide parts to the Supplier, we shall retain the title to these. Processing or alteration by the Supplier will be carried out on our behalf. If our reserved goods are processed together with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price excluding VAT) to the other processed items at the time of processing.

10.2. If our reserved goods are inextricably combined with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price excluding VAT) to the other combined items at the time of combining. If the combining takes place in such a manner that the Supplier's item can be regarded as the main item, it shall be deemed to have been agreed that the Supplier will transfer co-ownership to us on a pro rata basis; the Supplier shall hold the sole ownership or co-ownership for us.

10.3. We shall retain ownership of tools; the Supplier shall be obliged to use the tools solely to manufacture the goods ordered by us. The Supplier undertakes to insure the tools belonging to us at their replacement value and at its own expense against damage by fire, water and theft. At the same time, the Supplier assigns all claims for damages arising from this insurance to us; we herewith accept the assignment. The Supplier is obliged to carry out any required servicing and inspections of our tools, as

well as all maintenance and repair work, at its own expense in due time. The Supplier must report any faults to us immediately; our entitlement to claim damages shall remain unaffected if it culpably fails to do so.

10.4. The Supplier is obliged to keep all diagrams, drawings, calculations and other documents and information ("information") that it receives secret. These may only be disclosed to third parties with our express consent. The obligation of secrecy shall not exist if the information contained was already known to the Supplier upon conclusion of the contract without a breach of contract by the Supplier being the cause of this and it shall expire if and to the extent to which the manufacturing know-how contained in the information has become generally known. Apart from this, the nondisclosure obligation shall continue for a further 5 years after this contract has been terminated.

10.5. If the security interests to which we are entitled under figure 10.1. and/or figure 10.2. exceed the purchase price of all of our as yet unpaid reserved goods by more than 10%, we shall be obliged to release the security interests upon request by the Supplier at our own discretion.

Place of jurisdiction, place of fulfillment

11.1. If the Supplier is a business, our headquarters shall serve as the place of jurisdiction; we shall also be entitled to bring claims against the Supplier at his local court, however.

11.2. The place of fulfillment shall be the place to which the goods are to be delivered in accordance with the order.

General terms

12.1. Should a provision of these terms and the further agreements entered into be or become ineffective, the validity of the other terms shall not be affected hereby.

12.2. These General Terms and Conditions of Purchase are available in German and English. In the event of any inconsistencies, the German version of the General Terms and Conditions of Purchase shall take precedence.

12.3. German law shall apply exclusively to the exclusion of conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).