

# General purchasing conditions

As at: May 2011

## I. Area of application

All present and future orders and purchases, as well as all related business activities, are based exclusively on these purchasing conditions. Conditions issued by the supplier that differ, contradict or add to these conditions only apply if we have expressly agreed with them in writing.

## II. Purchase order

1. Our purchase orders and changes or additions must be made in writing in accordance with § 126 Para. 1 BGB [German Civil Code].
2. If the supplier does not accept the purchase order within 2 days, then we are entitled to revoke it before receipt of the acceptance.
3. The complete transfer or award of ordered deliveries and services to third parties requires the written consent of the ordering party.

## III. Documents and confidentiality

1. Documents, drawings, samples, models etc. provided by us, as well as goods, tools and models produced according to our specifications, drawings and models on our behalf and at our expense remain our property; all trademarks, copyrights and other property rights remain with us.

The supplier may only use the objects mentioned to carry out the order and not hand them over or make them otherwise accessible to unauthorised third parties. After carrying out the order, all objects, drawings, models and data handed over must be either destroyed on request or sent back to us free of charge without making a special request.

2. The supplier is obliged to handle the above-mentioned objects with care. If the supplier, given our agreement, hands over drawings, documents, models etc. to a subcontractor to carry out our order, the obligations imposed by us from III, No. 1. must also be imposed by the supplier on the subcontractor. Supplier's claims against the subcontractor regarding return of the mentioned objects are assigned to us by the supplier.

## IV. Changes

1. After the order is placed, the supplier undertakes to accept changes requested in writing and to take them into account.
2. At our request, the supplier must provide us with one or two samples to choose from, if ordering for the first time or before the order is finally carried out. The order is only deemed to be ultimately placed once the samples have been approved by us in writing.
3. If changes are subsequently made to the order by us, the supplier must inform us of any additional or reduced costs in writing within three days.

## V. Prices, payments and invoices

1. Prices, if not determined when the order is placed, shall be specified in the order confirmation. In this case we reserve the right to immediately revoke our purchase order after finding out the price.
2. Payment is made within 14 days with 2% cash discount or in 30 days without deduction.
3. The period allowed for payment begins with the delivery of the goods according to the contract and a proper and verifiable invoice. The invoice shall be sent to us immediately by separate post in triplicate after delivery has been made. The invoice must state the order number and the codes requested in the purchase order. If the invoice relates to goods from different purchase orders, then the quantity belonging to each purchase order shall be specially cited.
4. The supplier is entitled to offset against our claims or to enforce a right of retention if its receivables are undisputed or its counterclaim is legally valid.

## VI. Delivery, delivery times, contract penalties and transfer of risk

1. The agreed delivery deadlines and the agreed delivery periods are binding. Receipt at the place named in the order is decisive for the punctuality of deliveries.
2. If the supplier does not deliver or perform within an extension period set by us, we are entitled, without threatening to refuse acceptance, to withdraw from the contract or to ask for compensation due to non-performance. We are also entitled to withdraw if the supplier was not responsible for the delay. The additional costs incurred by us due to the supplier's delay, particularly those caused by having to be supplied from elsewhere, shall be borne by the supplier.
3. Deliveries made in advance are only permitted with our consent. In case of early delivery, we reserve the right to put back the date of the invoice accordingly.
4. If the supplier realises that agreed deadlines cannot be kept, it must advise us of this without delay. The obligation to respect the agreed deadlines remains unaffected. If deadlines are not kept to, we are entitled to demand a contract penalty amounting to 0.5 % of the total order value per calendar week of the delay, but only to a maximum of 5 % of the total order value.
5. The supplier bears the risk of accidental loss and of accidental deterioration until the goods are handed over at the intended destination.
6. All costs and ancillary costs for transport to the destination specified by us in the purchase order shall be borne by the supplier.
7. As a rule the goods are delivered in standard one-way packaging. If using reusable packaging, you must partly provide the packaging. They are returned at your expense and your risk. If, as an exception, we agree to take over the packaging costs, these shall be calculated at a verifiable net cost price.

## VII. Retention of title

The ownership of the delivered goods is transferred to us after payment. Any prolonged or extended retention of title is excluded.

## VIII. Warranty

In case of a defect, we are entitled to our statutory rights and claims with the following provisions:

1. The supplier waives objection to belated complaints for all defects notified within 14 days from discovery.
2. Payment does not mean that the delivery or service is acknowledged in accordance with the contract. In case of faulty or incomplete delivery or performance, we are entitled, without prejudice to our further rights, to withhold payments on receivables from the business relationship to an appropriate extent until proper performance is made.
3. For exclusion parts, if the material is ordered by us, the cost of acquisition shall be reimbursed to us.

## IX. Final conditions

1. The place of performance for all contractual and legal claims is the location of our company.
2. The contract is subject to German law. The terms of the UN sales law are expressly not applicable.
3. All disputes arising from or in relation to this contract shall be decided before the court responsible for our headquarters. We are also entitled to bring legal action before the court responsible for the supplier's headquarters.
4. Should a condition in these terms and conditions be or become fully or partly ineffective, this shall have no impact on the effectiveness of the remaining conditions. In place of the ineffective term or the ineffective part of the term, the legally effective rule shall apply that comes closest to the intended purpose of the ineffective term.