

**1. Area of application**

- 1.1. These conditions of purchase apply to all business transactions (deliveries and services) with the supplier, even if these conditions are not explicitly referred to. We do not recognise contrary or deviating terms and conditions of the supplier, unless we have explicitly agreed to their validity. In particular the acceptance of deliveries, services or payment do not represent acceptance.
- 1.2. Our conditions of purchase only apply to companies according to Section 14, BGB [German Civil Code].

**2. Conclusion of contract**

- 2.1. We are only bound to our order if it is confirmed by the supplier at the latest within 10 days, in writing.
- 2.2. The orders numbers have to be stated in full on delivery notes, dispatch notes and invoices.
- 2.3. If there is a mistake during the conclusion of the contract which is not our fault, e.g. due to transmission errors, misunderstandings etc., the right to compensation from us is excluded in accordance with Section 122, BGB.

**3. Blanked order/purchase order**

- 3.1. With blanket or long-term orders the quantities and types to be supplied shall be specified by us in separate purchase orders. These purchase orders are binding, if the supplier does not reject them within one week of the receipt of the purchase order and no other agreement has been made.
- 3.2. If the supplier is not able to supply immediately upon request, it has to notify us of this straight away and propose possible dates.

**4. Deadlines and delivery delay**

- 4.1. Agreed deadlines and dates are binding and must be precisely observed. Authoritative for this is the date the goods are received by us or by the receiving site agreed or specified by us.
- 4.2. Once the supplier realises that there may be delivery delays, it has to notify us of this immediately. This does not alter the binding nature of the agreed delivery deadline.
- 4.3. If delivery is made before the specified deadline, we are authorised to reject the delivery. Partial deliveries can also be rejected by us.
- 4.4. If the supplier is delayed we are permitted to assert a contractual penalty of 0.5% for each new week of the delay, although max. 5% of the order value. We are permitted to assert the required restriction as per Section 341, paragraph 3, BGB until the full payment of the service. The assertion of further damage is not excluded by the contractual penalty.

**5. Delivery and transfer of risk**

- 5.1. We are to be notified immediately about the sending of each delivery by sending dispatch notification.
- 5.2. The danger of the full or partial loss, damage or other deterioration of the goods is transferred to us upon the hand-over at the receiving site.
- 5.3. The place of performance for all deliveries and services of the supplier is the receiving site determined by us.
- 5.4. Claims against the liability, transport or freight forwarding insurer are hereby assigned to us provided the damage is due to non-delivery or the delivery of defective products.

**6. Prices and payment**

- 6.1. The agreed prices are fixed prices and are quoted including freight, packaging and other additional costs, ex-works from the receiving site appointed by us. Price increases, regardless of their justification are – even with long-term contracts – only acknowledged by us if an explicit agreement has been made about this.
- 6.2. Invoices are to be issued immediately once the goods have been sent, with separate invoices for each order stating the order number and the tax number; VAT is to be stated separately on the invoice. Invoices not issued properly are deemed not to have been issued.
- 6.3. Payment shall be made, provided nothing else has been agreed, within 14 days of the receipt of the invoice with a 3% discount, or within 30 days with a 2% discount or after 60 days net.
- 6.4. The assignment of claims by the supplier against us is only permitted with our prior approval. The approval is deemed to be issued if the claims have been assigned as part of an extended retention of title.

**7. Incoming goods checks and complaints**

- 7.1. The supplier shall only deliver goods which have been fully checked and found to be in good working order. As a result we do not form a detailed incoming goods check. We will examine incoming goods to the extent and provided this is possible, and will provide notification of any detected defects immediately. As a result the supplier waives the objection of the delayed notice of defects as per Section 377 HGB [German Commercial Code].
- 7.2. Incorrect or deviating deliveries will not be accepted by us under any circumstances. They do not require a special complaint.

**8. Material defects and defects of title**

- 8.1. The supplier has to ensure that the delivered goods and the services performed correspond to the legal or official provisions which apply to their sale or use, and do not violate industry property rights or other third party rights. The deliveries and services must correspond to the state of technology and any other legal provisions, technical test conditions and accident prevention regulations applicable at the time of delivery or for the future. In particular the DIN standards and VDE conditions as well as the conditions of internationally-recognised standardisation bodies (e.g. IEC, EN and UL) have to be observed, if explicitly specified.

- 8.2. In the event of material defects and defects of title, we are entitled to the legal rights without restriction. We are entitled to the right to choose the type of supplementary performance (rectification of defect or replacement delivery). The supplier has to bear all the necessary expenses for rectifying the defect or providing the replacement delivery. If the supplier does not meet the requirement to rectify the defect or provide replacement delivery within a suitable deadline, or only meets it to an insufficient degree, or if immediate defect rectification is necessary for an urgent reason, we are allowed to have the defect removed, or rectify it ourselves, at the expense of the supplier or to make covering purchases at the expense of the supplier.

- 8.3. Provided nothing else has been agreed, a period of limitation of 36 months from the transfer of risk applies to claims for material defects or defects of title. They are extended by the duration of the rectification of defect or subsequent delivery measures of the supplier from the receipt of our notification of defects until the supplier declares that the measures have been completed or rejects further rectification of defects or subsequent delivery.

- 8.4. If we incur any costs, in particular transport, travel, working or materials costs or costs for good incoming checks which exceed the normal scope or segregation measures, as a result of defects to the delivered items, the supplier has to refund us these costs.

**9. Product liability and quality assurance**

If any claims are asserted against us based on the product liability law or other regulations as a result of a product defect, or if we incur damage in any other way in connection with the delivery of a defective product, in particular due to a required recall, retrofit etc., the supplier has to release us from these claims and reimburse us for any damage incurred, provided and to the extent that the damage was caused by a defect to the contractual object delivered by the supplier. In the event of fault-based liability this only applies if the fault lies with the supplier. If the cause of the damage is in the area of responsibility of the supplier, it therefore has the burden of proof. In these cases the supplier has to bear all the costs and expenses, including the costs of any legal prosecution. The supplier is obliged to take out a sufficient product liability insurance.

**10. Property rights, confidentiality**

- 10.1. The supplier assures that the objects it delivers do not violate any domestic or foreign industrial property rights, and guarantees us the full freedom and confidential permission to use the objects domestically and abroad. In the event of a claim by a third party due to the violation of domestic or foreign property rights regarding the supplier goods, the supplier has to release us from all claims and reimburse us for the incurred damage.

- 10.2. Tools, moulds, samples, models, profiles, diagrams, standard specification sheets, instructions and any other documents we have provided remain our property and are not allowed to be passed on to third parties or used for the supplier's own purposes without our explicit approval. They are to be secured by the supplier against unauthorised access or use and have to be handed back, provided nothing else has been agreed, at the latest upon delivery in proper condition. The supplier is also not allowed to keep any copies. No right of retention exists.

- 10.3. All technical data and other commercial or technical details which are not publically known, and which the supplier becomes aware of due to the business relationship with us, are to be kept confidential. They are only allowed to be used for the execution of our orders and can only be made available to the employees who need to be involved in the execution of the order.

- 10.4. If tools, diagrams or other manufacturing equipment are produced by the supplier on our behalf and at our expense, there is agreement that these objects shall be transferred to our ownership as soon as they have been produced. In the event of just a partial contribution to the costs we acquire co-ownership according to the share of the costs. The supplier is irrevocably permitted to store these objects for us carefully and without a charge. We receive all copyrights on these objects for sole use. The supplier is not permitted to use these objects for purposes which exceed the scope of the order, without our approval. The supplier is permitted and obliged to irrevocably store the objects. The supplier has to mark the objects so that our property is also documented to third parties. The supplier has no right of retention on these objects.

**11. Liability limitation**

We are liable for wilful intent and gross negligence. In the event of ordinary negligence we are only liable if it concerns the violation of key contractual obligations, which arise from the nature of the contract or whose violation endangers the contractual purpose being achieved. Even then the compensation is limited to foreseeable damage. Otherwise compensation claims of the customer are excluded, regardless of the legal grounds, in the event of normal negligence. This liability limitation does not apply to injuries to life, limb or health.

**12. Place of performance, place of jurisdiction and applicable law**

- 12.1. The place of performance for all obligations from this contract, in particular for deliveries and payments, is the registered office of our company or the place of performance we have specified for both parties.

- 12.2. The place of jurisdiction for all legal disputes arising from the contractual relationship as well as its conclusion and validity, is the court responsible for the registered office of our company for merchants of both parties. At our discretion we can also make claims at the registered office of the customer.

- 12.3. The contractual relationship is subject to German law. The UN Convention of the International Sale of Goods (CISG) does not apply.