

Purchase Terms and Conditions

1 Applicability

These Purchase Terms and Conditions apply exclusively. We hereby object to any terms and conditions of the supplier which contradict or deviate from our Purchase Terms and Conditions. This will apply in all cases, for example even where we accept delivery from the seller or supplier without reservation in full knowledge of their general terms and conditions of business.

Only compulsory statutory provisions that cannot be deviated from with general terms and conditions of business and individual agreements entered into in writing with the contractual partner will take precedence over these general terms and conditions of business.

Unless otherwise agreed, these purchase terms and conditions, in the version valid at the time of the purchaser's order, or last sent to the purchaser in text form, will constitute a framework agreement for all future agreements without the need for us to specifically refer to them in each individual instance.

2 Order Acceptance and Contents

The supplier shall accept or reject our order within 5 calendar days. Late acceptance will constitute a new offer and will require acceptance by us.

3 Documents / Data

All documents and data that we provide to the supplier, such as drawings, specifications, sketches, performance instructions and prototypes, may only be used for the contractual purpose and we hereby reserve ownership rights and copyrights over the same. This also applies to copies. Any forwarding to third parties is hereby prohibited.

Following the end of the contractual relationship, or if the supplier does not accept an order, the supplier shall return all documents, data and prototypes to us.

We hereby reserve all ownership rights and copyrights over the same.

4 Delivery Times and Delays

The delivery time specified in the order will be binding. In the event of failure to adhere to a delivery time, the supplier shall state the actual delivery date, without delay and specifying the reasons for and the duration of the delay.

Notice of a potential delay in delivery will not change the delivery date agreed upon. If the supplier fails to deliver on time, we will have the option of taking legal action against the supplier.

5 Confidentiality

The supplier shall keep all documents and data provided by us secret. These may only be disclosed to third parties with our express consent. This duty of confidentiality will continue to apply even after termination of the business relationship.

6 Overdelivery or underdelivery

The delivery batch size agreed upon in the order is binding.

Overdelivery or underdelivery are only permitted by agreement.

7 Standards / Regulations / Guidelines

(1) The supplier undertakes to comply with any technical standards, regulations and guidelines valid at the time of the order.

This requires the supplier to be familiar with, or have access to, the content of said standards, regulations and guidelines.

(2) We require the supplier to maintain reliable materials management records to ensure that material mix-ups can be ruled out and so assignment of the materials used is possible at any time.

The supplier will only use calibrated measuring and testing equipment to manufacture our products. The supplier shall provide us with proof of the same upon request.

8 Inspection for defects / Liability for defects

(1) Unless otherwise stipulated, the statutory provisions will apply to our rights in the event of material defects or defects of title in the goods (including incorrect delivery and shortfalls in delivery, improper installation and faulty installation or operation instructions or manuals) and in the event of other breaches of obligations by the seller.

(2) In accordance with the statutory provisions, the seller will be liable in particular for the goods being of the agreed quality upon the transfer of risk to us. At the least, the product specifications, which form an integral component of the respective contract, especially when stated or referred to in our order or included in the contract in the same way as these General Purchasing Terms and Conditions, will constitute an agreement as to quality. This will be the case regardless of whether the product specification originated from us, from the seller or from the manufacturer.

(3) Contrary to Section 442 (1)(2) of the German Civil Code, we will be entitled to assert claims for defects without restrictions if the defect remains unknown to us as a result of gross negligence upon conclusion of the contract.

(4) The statutory provisions (Sections 377 and 381 of the German Commercial Code) apply to the commercial obligation to inspect and report defects subject to the following condition: Our duty to inspect will be limited to defects that become evident during our incoming goods inspection upon visual examination, including of the delivery papers (e.g. transport damage, incorrect deliveries and shortfalls in delivery) or become perceptible in random sampling during our quality check. Where acceptance has been agreed upon, there will be no duty to inspect. This will also depend on how feasible an inspection is during the ordinary course of business given the particular circumstances in each individual case. Our duty to report defects discovered at a later time remains unaffected. Regardless of our duty to inspect, our complaints

(notice of defects) will be deemed without delay and timely anyway if they are submitted within 7 working days following discovery or, in the case of apparent defects, of delivery, in the absence of any other complaint period being stipulated. (5) Subsequent performance will include removal of the defective goods as well as reinstallation where the goods have been installed into another item consistent with their nature and purpose or have been affixed to another item. Our statutory entitlement to compensation for any relevant expenses remains unaffected. Expenses necessary for the examination and subsequent performance will be borne by the seller even if it emerges that there actually was no defect present. Our liability for compensation in the case of unjustified requests to remedy a defect remains unaffected. In this respect, we will only be liable however if we failed to recognise that no defect was present intentionally or through gross negligence.

(6) The following applies irrespective of our statutory rights and the provisions of 5: If the seller fails to fulfil its obligation to provide subsequent performance, by either rectifying the defect (rectification) or delivering an item that is free from defects (replacement) at our discretion, within a reasonable period set by us, we will be entitled to rectify the defect ourselves and demand compensation for the expenditure incurred as a result, or advance payment, from the seller. If supplementary performance by the seller fails, or is unreasonable for us (e.g. due to particular urgency, a risk to operational safety, or the likelihood of disproportionate damage occurring), no time limit will need to be set. We will notify the seller of such circumstances without delay and beforehand wherever possible.

(7) Furthermore, in the case of a material defect or defect of title, we will be entitled, in accordance with the statutory provisions, to reduce the purchase price or withdraw from the contract. We are also entitled under the statutory provisions to compensation for damages and expenses.

9 Recourse against suppliers

(1) In addition, we are entitled to our legally determined rights of recourse within a supply chain (recourse against suppliers pursuant to Sections 445a, 445b and 478 of the German Civil Code) without restriction in addition to the claims for defects. In particular, we are entitled to demand from the seller the precise type of subsequent performance (rectification or replacement) owed by us to our customer in each individual instance. This will not affect our statutory right to choose (Section 439 (1) of the German Civil Code).

(2) Before we acknowledge or satisfy a claim for defects asserted by our customer (including compensation for expenses pursuant to Sections 445a (1) and 439 (2) and (3) of the German Civil Code), we will inform the seller, giving a brief account of the facts, and request a written statement of its position. If a substantiated statement of position is not received within a reasonable period, and if no amicable solution is reached, then the claim for defects actually granted by us will be deemed owed to our customer. In such cases, the onus will be on the supplier to provide evidence to the contrary.

(3) Our entitlement to recourse against suppliers will apply even where the defective goods have been further processed, by us or by another contractor, e.g. by installation in a different product.

10 Manufacturer liability

(1) If product damage is attributable to the seller, the latter shall indemnify us against any third-party claims in this respect where the cause lies within the seller's sphere of control and organisation and where the seller is liable itself in relations to third parties.

(2) As part of the seller's indemnification obligation it shall reimburse any expenses that arise from or in connection with a third-party claim, including any recall campaigns conducted by us, pursuant to Sections 683 and 670 of the German Civil Code. We will inform the seller, where possible and reasonable to do so, about the content and scope of any recall actions and will give the seller the opportunity to comment. Any further legal claims remain unaffected.

11 Subcontracting

Our products may not be subcontracted within the supplier's premises.

Heat treatment, surface finishing or certain special work processes are exceptions to this.

12 Liability

If we become liable, as manufacturer of the end product, for damage attributable to defects in the raw materials or component products supplied by the supplier, the supplier will indemnify us against such liability and compensate us in full, regardless of fault.

In addition, the supplier shall assist us to the greatest possible extent in any legal dispute which may arise with third parties. If the contracting partner asserts that there was no defect in the product(s) supplied or performance provided, as defined by the product liability provisions, it shall also provide us with evidence of the same.

13 Place of fulfilment, place of jurisdiction and choice of law

The place of fulfilment will be Kummerfeld, Pinneberg for all rights and obligations arising under this contract for both parties. If the supplier is a merchant, then Kummerfeld, Pinneberg will be the sole place of jurisdiction except where we declare to the supplier in writing that we wish to take legal action at its own statutory place of jurisdiction. The law of the Federal Republic of Germany will apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.