

### **§ 1 Scope and written form requirement**

- (1) Our Terms and Conditions of Purchase do not apply in the case of legal relations with consumers.
- (2) All orders, delivery requests and commissions are subject exclusively to our Terms and Conditions of Purchase. In the case of existing or ongoing business relations, these Terms and Conditions of Purchase shall also apply to any future business transactions without our explicitly referring to them again, provided that we have communicated them to the respective supplier in the course of a previously confirmed order. Our Terms and Conditions of Purchase are also considered to have been communicated to a supplier if we have advised him in writing that they are available for perusal on the internet.
- (3) We do not accept conditions imposed by the supplier that contradict or deviate from our own, except when we have explicitly signalled our acceptance of such terms in advance and in written form. Furthermore, our Terms and Conditions of Purchase apply exclusively even when we are aware that a supplier's own terms and conditions contradict or deviate from our own and we accept a delivery from that supplier unconditionally or make unconditional payments to him.
- (4) All agreements pertaining to the execution of the present contract made between us and the supplier must be documented in written form in the contract.

### **§ 2 Supplier offers, conclusion of contracts, order confirmation**

- (1) Offers or estimates made by suppliers shall be free of charge, and do not place us under any obligation. The supplier shall adhere to the specified requirements set out in our request when preparing his offer; if he can offer a solution that is technically or commercially preferable to our specified requirements, however, he should also include it in his offer.
- (2) All orders will be placed and communicated in written form. A written order confirmation will follow any order placed by telephone.
- (3) The supplier shall acknowledge the receipt of an order, delivery request or change of order in writing without delay, and at the latest three working days after receipt of the order, delivery request or change; the acknowledgement must also include confirmation of the required delivery date (order confirmation). If we do not receive an order confirmation within the period specified above, we reserve the right to cancel the order or withdraw from a concluded contract without incurring any costs.
- (4) If the order confirmation received deviates from our written order, we are only required to accept the deviation if we have previously confirmed our acceptance in writing.

### **§ 3 Delivery time**

- (1) The specified delivery time is binding. The punctuality of deliveries shall be determined by the time of arrival at the delivery point stipulated by us. The punctuality of deliveries involving assembly/installation and services shall depend on their acceptability.
- (2) Should it become obvious that the supplier cannot fulfil his contractual obligations at all, or only partially, or later than required, he must immediately notify us in writing, including details of the reason(s) for and expected duration of the delay. This notification does not release the supplier from his obligation to deliver punctually, nor does it affect our rights to lodge claims or pursue legal action for late, incomplete or defective deliveries or services.
- (3) In case of default of delivery, we are entitled to levy a weekly flat charge for late delivery at a rate of 1 % of the value of the delivery, though not exceeding 10 %; we reserve the right to take further legal action (withdrawal from the contract and damages in lieu of performance). The supplier is entitled to provide evidence that the actual loss or damage caused by the delay was non-existent, or significantly lower than claimed.

### **§ 4 Transfer of risk, freight costs, documents**

- (1) Unless agreed otherwise, delivery conditions shall be free domicile to the specified delivery point. We assume no responsibility for any freight, loading or packing charges, unless agreed otherwise.
- (2) In the case of deliveries involving assembly/installation, or in the case of services, transfer of risk shall take place when the delivered goods or services have been accepted by us; for deliveries not involving assembly and installation, transfer of risk shall occur when the goods arrive at the specified delivery point.
- (3) If prices ex works or ex supplier store are agreed, the goods must be shipped by the cheapest available means unless we have specified a particular method or means of transport. The supplier shall be required to meet any additional costs incurred as a result of not adhering to specific transport requirements. In the case of deliveries free recipient, we are also entitled to specify the method or means of transport. The supplier shall meet any additional costs for an accelerated delivery that is necessary to ensure adherence to a confirmed delivery deadline.
- (4) All deliveries must be accompanied by a packing slip or delivery note containing details of contents and the complete order reference ID; if the supplier fails to fulfil this requirement, we cannot be held liable for any

processing delay. We also require immediate notification – containing the same information – when the goods are despatched.

- (5) Payment due shall be based exclusively on the weight of goods or the actual quantity received, as recorded at our specified delivery point.

#### **§ 5 Invoice document**

Invoices must contain the order reference ID and the respective item numbers. Invoices cannot be paid if these details are missing. Any copies of invoices must be clearly marked as duplicates.

#### **§ 6 Payments**

- (1) The sum specified in our order document is binding. In the absence of any other written agreement to the contrary, the sum due shall include delivery free domicile, including packing costs and packaging. A specific agreement is necessary in the case of returnable packaging.
- (2) The prices agreed shall be in EURO (€), plus VAT at the current valid rate (to be shown separately).
- (3) Unless agreed otherwise, payments shall be due within 14 days with 3 % discount or 30 days net.
- (4) The date on which payment is due is calculated from the day on which the delivery or service was completed in full and the correct invoice received. We can only process invoices when and if – in accordance with the specifications in our order – they include the required order reference ID; the supplier shall be held responsible for any consequences arising from non-compliance with this requirement, unless he proves satisfactorily that the circumstances of non-compliance were beyond his control. Insofar as the supplier is required to provide residual material(s), inspection records, quality control or quality assurance documents or other documentary proofs, receipt of these items is necessary for the delivery and services to be considered complete. Discount is to be granted even when payments are offset or withheld (within reasonable limits) due to faults or defects; in the latter case, the date on which payment is due is calculated from the day on which the defect(s) was/were rectified in full.
- (5) Payment of the sum invoiced does not constitute a waiver of our rights to claim for faulty or defective goods or services, or any other claim(s) arising from the delivery of goods or services.

#### **§ 7 Inspection for defects, liability for defects**

- (1) If we receive deliveries from a merchant, we shall in the normal course of business inspect the goods received within a reasonable period after transfer of risk – usually in form of representative random checks – for any apparent defects. A defect that is not apparent upon normal visual inspection, but only during or after processing of the goods in question, is deemed to be a concealed defect up until the time the goods are or were processed. In cases of doubtful quantities, weights or measurements, the values ascertained during inspection at our specified delivery point shall be considered definitive.
- (2) We will notify suppliers about defects without delay, within a maximum of 10 working days after receipt of goods in the case of apparent defects; in the case of hidden defects, notification will be within a maximum of 10 working days after discovery of the defects.
- (3) In cases where our notification of defects is justified or upheld, we are entitled to defer payment of the invoice until the matter has been completely clarified. Furthermore, we are subsequently entitled to subtract a discount as set out in § 6, sections (3) and (4).
- (4) In the case of defective or wrong delivery, or discrepancies in quantity or weight, we are entitled to unconditional assertion of our legal rights, on condition that the statutory warranty period does not begin until the transfer of risk has taken place; in the case of deliveries to locations where we carry out orders outside our factories or workshops, the statutory warranty period does not begin until our principal has seen and approved our work. This also applies to deliveries that were only subjected to random inspection; insofar as these random inspections revealed defects, we shall have full and unconditional recourse to all legal options with regard to the delivery as a whole.
- (5) Notwithstanding any longer statutory limitation periods, the warranty period shall run for 36 months counting from the day of transfer of risk.
- (6) Unless otherwise provided for by the nature of the object, the defect or any other circumstances, supplementary performance is deemed to have failed after the first unsuccessful attempt.
- (7) If, in the normal course of business, we have moved defective goods to another location before discovering the defect(s), the supplier shall meet all additional transport, carriage, labour and material costs resulting from supplemental performance or withdrawal from the contract and subsequent actions, when these costs were a result of the goods' relocation to another place.
- (8) When defective goods are returned to the supplier, this will be entirely at the supplier's own risk and expense.

#### **§ 8 Product liability, product liability insurance**

- (1) Insofar as the supplier is responsible for damage to a product or a product defect or product deficiencies, he

is required to comply with our first request to hold us harmless against third-party claims against us, in all cases where the cause lies in his sphere of control and organisation.

- (2) Within the scope of his liability in case of claims as set out in section (1), the supplier is also liable to reimburse expenses as described in §§ 683, 670 BGB and §§ 830, 840, 426 BGB (German Civil Code), inasmuch as these are caused by or result from a product recall on our part. We undertake to notify the supplier of the content and scope of the recall, as far as this is possible and reasonable, and allow him an opportunity to comment on it. This shall not affect or prejudice any further legal claims or actions against the supplier.
- (3) Responsibility for the required documentation of the production, properties, composition etc. of goods delivered rests with the supplier. He is also obliged to support us in the formulation of instructions, guidelines for emergencies etc., especially when these are intended for use by the end consumer.
- (4) The supplier is required to take out, for the entire duration of the contract i.e. the full extent of the limitation period for defects, product liability insurance cover with a minimum flat-rate indemnity limit of 10 million EUROS per claim for personal injury/damage to property; the supplier shall, on request, be required to produce suitable proof that this insurance cover has been taken out and is still valid. Taking out this product liability insurance does not restrict the supplier's liability in any way. If the supplier cannot provide suitable proof of insurance cover within a reasonable period, we shall be entitled to withdraw from the contract and demand damages in lieu of performance.

### **§ 9 Third-party rights**

- (1) The supplier guarantees that no third-party rights are infringed by or in connection with his delivery.
- (2) If a third party takes legal action against us for this reason, the supplier shall be liable at first request to hold us harmless against such claims. This indemnity obligation shall extend to all expenses and damages incurred because of, or as a result of, third-party claims against us.
- (3) We are not entitled to come to any arrangements whatsoever with a third party, and in particular to agree on a mutual settlement, without the supplier's prior consent. If the third party files a lawsuit against us, we will only contest it if requested to do so by the supplier, and at his expense. The supplier's indemnity obligation as described in § 9 section 2 also extends to expenses for legal advice and contesting a lawsuit.
- (4) The period of limitation shall be ten years, counting from the date on which the contract was formally concluded.

### **§ 10 Sub-contracting to third parties**

The supplier is not permitted to contract our orders out to third parties without our prior written consent; in case of infringement, we shall be entitled to completely or partially withdraw from the contract and demand damages in lieu of performance.

### **§ 11 Reservation of title, provision of materials**

- (1) Insofar as we provide the supplier with parts/products/materials (provided materials), we reserve title to these items (goods under reservation of title).
- (2) The client's processing and/or modifying of provided materials shall be carried out solely to our specification and on our behalf, without incurring any obligation on our part. If our goods under reservation of title are processed together with other material not owned by us, we shall become part owners of the newly created goods, which are deemed to be goods under reservation of title as security for our claims; our part-ownership shall be in the same proportion as the net invoice value of our material to the net invoice value of the processed material. The same shall apply when materials provided by us are combined or mixed with other goods not owned by us. The supplier shall store and keep safe our goods under reservation of title; storage shall be free of charge, and performed with all due care and diligence of a prudent merchant.
- (3) Provided materials shall be stored free of charge and kept, registered and administered separately from other goods. The provided materials may only be used for the fulfilment of our orders.
- (4) Upon completion of production, the supplier shall promptly provide us with a bill of cost detailing the provided materials used. The supplier shall, with due regard for the agreed or customary rate of shrinkage, be held liable for loss of or damage to provided materials. This also applies to invoiced material put at the supplier's disposal in connection with a specific order.
- (5) If the laws of the country in which the goods are currently located do not permit the reservation of title, we shall be entitled to protection of our interests in accordance with the applicable local legislation governing security rights. The supplier is obliged to inform us of any measures we are required to take to protect the above interests, and to assist us in taking these measures. If third parties lay claim to our property, we must be notified in writing immediately. We are entitled to carry out any registration processes that may be required by the laws of a foreign country on account of reservation of title.
- (6) In cases where the value of the security rights to which we are entitled under section (2) and/or section (5) exceed the purchase price of all goods under reservation of title for which payment has not yet been made by

more than 10 %, we are obliged to relinquish the security rights of our choice if requested to do so by the supplier.

#### **§ 12 Tools, patterns, samples, confidentiality**

- (1) We reserve all title to tools. Suppliers are obliged to use the tools provided for the sole purpose of manufacturing the goods we order. Suppliers are under obligation to insure – at the supplier’s own expense – tools belonging to us against loss or damage caused by fire, flooding and theft, to the equivalent of the value of new tools. At the same time, the supplier hereby assigns to us all his rights as beneficiary of the above insurance cover; we hereby accept this assignment. The supplier is obliged to carry out all necessary inspection, servicing and maintenance work on our tools in good time and at his own expense. He must notify us of any defects or malfunctions immediately; if he culpably neglects to do so, statutory entitlement to claim damages shall remain unaffected.
- (2) No tools, patterns, samples, models, profiles, drawings, standards sheets, print templates and gauges placed at the supplier’s disposal, and no items manufactured using the above, may be made available to third parties or used for any other purposes than those set out in this contract without our written consent. They must be kept in a safe place and protected against unauthorised viewing or use. Without affecting any other legal entitlements, we have the right to demand the return of the above items if the supplier is in breach of any of the above-mentioned obligations.
- (3) The supplier is under obligation to treat all illustrations, drawings, calculations, patterns, models, profiles, standards sheets, print templates and gauges, and all other information obtained from or through us, as strictly confidential. They may only be disclosed to third parties with our express permission. This confidentiality clause shall remain in force even after contract termination, and shall not expire until all such illustrations, drawings, calculations and other techniques or procedures contained in any of the documents have become common knowledge.
- (4) The items listed under §12 section 3 remain our property. We are entitled to demand their return from the supplier at any time and at the supplier’s expense.

#### **§ 13 Assignment, transfer, offsetting, right of retention**

- (1) The supplier may only assign his claims against us with our prior written consent; this also applies in the case of factoring.
- (2) For claims assigned as a result of an extended reservation of title agreed between the supplier and his supplier, our consent can be taken for granted on condition that we are permitted to offset claims against any counterclaims, including those that come into effect after notification of the assignment. § 354 a HGB (German Commercial Code) shall remain unaffected by the foregoing.
- (3) The assertion of rights of retention and issuing of a notice of intent to offset by the supplier are inadmissible if the counterclaim is not undisputed and no final and binding judgement has been reached by a court of law.

#### **§ 14 Place of fulfilment, place of jurisdiction, applicable law**

- (1) Unless specified otherwise in our order, our registered company office shall be the place of fulfilment.
- (2) Insofar as the client is a merchant, or is not subject to the jurisdiction of a German court, the responsible court shall be identical with our legal domicile (Nürnberg); however, we are also entitled to pursue legal action against the supplier at any other admissible court of law.
- (3) Legal relations between us and the supplier are subject solely and exclusively to the laws of the Federal Republic of Germany, to the exclusion of conflict-of-laws rules and other regulations set out in the United Nations’ Convention on Contracts for the International Sale of Goods (CISG).
- (4) The German language version of these Terms and Conditions of Purchase forms the basis for the present contract. This is also valid when a translation into another language than German is used in addition to the German version.

#### **Protection of Privacy notice:**

The provision of data protecting is contained in the privacy policy.