

General Terms and Conditions

Purchase

(As of January 2020)

- **§1 Scope of Application**

1. These terms and conditions of purchase apply exclusively and only to entrepreneurs within the meaning of §310 paragraph 1 BGB. The supplier's general terms and conditions shall only apply to the extent that we expressly agree to them in writing.
2. These Terms and Conditions of Purchase also apply to all future transactions with us, insofar as they concern legal transactions of a related nature.

- **§2 Offer and conclusion of contract**

1. The contract is concluded by written order and confirmation of acceptance by the supplier.
2. If the supplier does not accept an order within two weeks of receipt, we are entitled to cancel it at any time.

- **§3 Delivery**

1. The dates of delivery and service specified in the order are binding.
2. As long as the supplier has not yet fully fulfilled its obligations, we can demand changes to the order with regard to design, execution and delivery time within reason. The consequences of the change in the order (additional or reduced costs, etc.) must be settled by mutual agreement.
3. The commissioning of subcontractors to perform the main service is excluded.
4. Changes to the delivery item – in particular technical developments – are only permissible after prior notice from the supplier and with our consent.
5. If the delivery time is exceeded, a contractual penalty of at least 0.25% of the delivery value, but no more than 5% of the delivery value, will be payable for each day of delay in delivery. We reserve the right to claim any further damage against proof. The contractual penalty is reserved until the final payment.
6. We reserve the right of ownership and copyright to all documents provided to the supplier in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made available to third parties unless we give the supplier our express written consent to do so. The documents must be returned to us at any time upon request.

- **§4 Transfer of Risk**

1. Unless otherwise agreed, the goods shall be delivered to the place of use specified in the order at the expense of the supplier.
2. The goods must be properly packed by the supplier. Packaging material must be taken back free of charge by the supplier for further use or proper disposal upon request by us. The risk shall pass upon receipt of the delivery by us.
3. Partial services are not permitted unless they have been expressly agreed.

- **§5 Payment**

1. Unless otherwise agreed, payments shall be made after 14 days with a 3% discount or after 30 days net, after receipt of a contractual delivery of the goods and a proper and verifiable invoice.
2. Without our prior consent, the supplier's claims under this contract may not be assigned, in whole or in part, to third parties. Section 354a of the German Commercial Code (HGB) remains unaffected by this.

- **§6 Liability for defects**

1. The delivery of the goods must be carried out in accordance with the contract, according to the latest state of the art. In the event of defects, we are entitled to the statutory claims (subsequent performance, withdrawal, reduction, damages). Contrary to Section 377 of the German Commercial Code (HGB), defects must only be reported as soon as they are discovered in the course of proper business processes.
2. The supplier is fully responsible for the procurement of the supplies and services required for the delivery – even without fault.

- **§7 Miscellaneous**

1. This contract and the entire legal relationships of the parties are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our registered office.
3. Changes and additions to this contract must be made in writing. This also applies to changes to this written form clause. Verbal agreements at the time of conclusion of the contract are only effective if we have confirmed them in writing.

Conditions

(As of January 2020)

- **§1 Scope of Application**

1. The following terms and conditions apply exclusively and only to companies within the meaning of §310 paragraph 1 BGB. We shall only recognise any terms and conditions of the purchaser that conflict with or deviate from these terms and conditions of sale if we expressly agree to their validity in writing. These terms and conditions also apply to all future transactions between the contracting parties.
2. Our non-disclosure agreement also applies, if agreed.

- **§2 Offer and conclusion of contract**

If an order is to be regarded as an offer according to §145 BGB, we can accept it within two weeks.

- **§3 Order Cancellation**

In the event of a cancellation of an order that has already been placed and confirmed, the customer will be charged the following costs as an expense allowance.

- Cancellation on the day of the order confirmation: 0.00 EUR
- Cancellation between order confirmation plus one day and start of production: 65.00 EUR
- Cancellation from the start of production: 65.00 EUR plus actual work

- **§4 Documents provided**

We reserve the right of ownership and copyright to all documents provided to the customer in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made available to third parties unless we give the customer our express written consent to do so. These documents must be handed over at any time on request.

- **§5 Prices and Payment**

1. Unless otherwise agreed in writing, our ex-works prices are exclusive of packaging and plus VAT at the applicable rate. Costs of packaging will be invoiced separately.
2. Payment of the purchase price must be made exclusively to our account.
3. Unless expressly agreed otherwise, payment of our invoices is due for payment within 14 days net of the invoice date. In the event of default, reminder fees of EUR 5.00 will be charged. Interest on arrears will be charged at the rate of 3% above the respective base interest rate p.a.

We reserve the right to assert higher damages for delay.

4. We reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 6 months or later after the conclusion of the contract.

- **§6 Offsetting and rights of retention**

The Purchaser shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

- **§7 Delivery**

1. We do not assume any procurement risk. We are entitled to withdraw from the contract if we do not receive the delivery item despite the prior conclusion of a corresponding purchase contract on our part; our responsibility for intent or negligence remains unaffected. We will inform the customer immediately about the untimely availability of the delivery item and, if we wish to withdraw, exercise the right of withdrawal immediately; in the event of withdrawal, we will immediately refund the corresponding consideration.
2. The start of the delivery time specified by us requires the clarification of all technical questions as well as the timely and proper fulfilment of the obligations of the customer. The objection of non-performance of the contract is reserved.
3. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims are reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time when the customer has become in default of acceptance or debtor.

- **§8 Retention of title**

1. We reserve ownership of the delivered item until all claims against the customer arising from the business relationship are satisfied. This also applies to all future deliveries, even if we do not always expressly refer to it. We are entitled to take back the goods if the customer behaves in breach of contract.
2. The customer is obliged, as long as the ownership has not yet passed to him, to treat the purchased item with care.
3. During the existence of the retention of title, the customer is prohibited from pledging or transferring title by way of security. He must inform us immediately in writing if the delivered item is seized or exposed to other interference by third parties.
4. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. In the event of the sale of the delivery item or the new goods, the

customer hereby assigns his claim from the resale against the customer with all ancillary rights to us as security, without the need for further special declarations. The assignment shall include any balance claims. However, the assignment is only valid in the amount corresponding to the price of the delivery item invoiced by us. The share of the claim assigned to us is to be satisfied as a matter of priority. This assignment applies regardless of whether the purchased item has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is a cessation of payment.

5. The processing, processing or transformation of the purchased item by the customer is always carried out in our name and on behalf of us. In this case, the purchaser's right of expectation of the purchased item continues to the restructured item. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing.
6. The customer also assigns to us such claims that arise against third parties as a result of the combination of the reserved goods with movable property; we accept this assignment at this time.
7. Insofar as the realizable value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 20%, we will release a corresponding part of the security rights at the request of the customer; we have the choice between different security interests when releasing them.

- **§9 Warranty and Notice of Defects**

1. The Purchaser's warranty rights presuppose that the Purchaser has duly complied with its obligations to inspect and complain under Section 377 of the German Commercial Code (HGB). If complaints arise despite the greatest attention, obvious defects must be asserted immediately, but no later than within 14 days after receipt of the goods, according to §377 HGB, hidden defects immediately after their discovery, otherwise the goods are deemed to have been approved.
2. Claims for defects expire 12 months after delivery of the goods delivered by us to our customer.

Before returning the goods, our consent must be obtained.

3. If, despite all care taken, the delivered goods have a defect that already existed at the time of the transfer of risk, we will repair the goods or deliver replacement goods at our discretion, subject to timely notice of defects. We must always be given the opportunity to remedy the defect within a reasonable period of time.
4. If the subsequent performance fails, the customer may, without prejudice to any claims for damages, withdraw from the contract or reduce the remuneration. The customer cannot demand compensation for futile expenses.

5. Claims for defects do not exist in the case of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear or wear and tear, as well as in the case of damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable equipment or due to special external influences that are not required by the contract.

If repair work or modifications are carried out improperly by the customer or third parties, there are also no claims for defects for these and the resulting consequences.

6. Claims by the Purchaser for the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the Purchaser's establishment, unless the shipment corresponds to its intended use.
7. Recourse claims of the customer against us only exist to the extent that the customer has not made any agreements with his customer that go beyond the legally mandatory claims for defects. Paragraph 6 shall also apply mutatis mutandis to the extent of the recourse of the purchaser's claim against us.
8. Further claims or claims of the customer against us and our vicarious agents due to a defect other than those regulated here in §9 are excluded.

- **§10 Miscellaneous**

1. This contract and the entire legal relationships of the parties are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our registered office.
3. Changes and additions to this contract must be made in writing. This also applies to changes to this written form clause. Verbal agreements at the time of conclusion of the contract are only effective if we have confirmed them in writing.