

1.0 Conclusion of contract, secrecy, order change

- 1.1 We order on the basis of our terms and conditions of purchase. Other terms and conditions shall not form a part of the contract, even when we have not expressly disagreed with them. If we accept the delivery or services without expressed disagreement, it cannot, under any conditions, be assumed that we have accepted your delivery terms and conditions. These terms and conditions of purchase are valid for all future contractual contacts with you, even if never expressly so agreed.
- 1.2 Our order is to be confirmed by you in writing within 10 days. After expiry of this period, we shall no longer be bound by the order.
- 1.3 Only written orders are legally binding. Only the contents of our written order are valid. For their legal validity, oral orders given by mouth or telephone must be subsequently confirmed in writing. The same also applies to subsidiary agreements or changes in the contract made verbally. Orders, the calling up of deliveries as well as changes and additions can be made via data transmission or mechanically readable data medium after prior written agreement.
- 1.4 The conclusion of the contract is to be kept confidential. You may only mention any business connections between us in advertising material after we have given written authorisation to do so.
- 1.5 Examples, drawings, models, tools and the like, made available for use are our property. We reserve all copyright in this respect. They are to be returned without being requested, and without charges, as soon as no longer required to carry out the order. They may not be used for any other purpose, nor may they be duplicated or made available to a third party without our written permission. Products made according to our specifications or documentation or made with our tools, may not, without our written authorisation, be used by the supplier or by any third party.
- 1.6 The parties to this contract commit themselves to treat all non public business or technical details that become known through the business connection, as a business secret. In particular, the supplier is under the obligation that the knowledge and experience obtained in carrying out our order, is solely used for carrying out the orders from our company, and not to bring to the attention of third parties. Sub suppliers are also bound by this obligation accordingly. If it becomes known to one of the parties to the contract that information which should be kept secret is obtained by an unauthorised third party, or that documentation which should remain secret has become lost, then this information must be immediately disclosed to the other party to the contract. We reserve the right of civil and, if necessary, criminal proceedings, if offences against confidentiality, secrecy and similar obligations take place.
- 1.7 We can request changes and corrections concerning the scope of services and in modality, in particular those that are required by us on technical grounds, or approved by us, even after the conclusion of the contract, as long as this is reasonable for you. If such changes and corrections are carried out by you without appreciable costs, then these are included in the price (see 2.1 below). Otherwise, changes and additions to the order or service, as long as it is connected with the article contracted, and is requested by us, should be carried out under the same price basis and conditions, as long as no appreciable change in the order or market requiring new prices, has taken place. If such additional orders or changes enable a price reduction, then we have claim to that. The delivery date is to be newly agreed in such cases.
- 1.8 The customary business clauses are to be laid out according to the respective valid Incoterms.

2.0 Price, shipping and packaging

- 2.1 The agreed prices are fixed prices, with free delivery. They exclude additional demands of any kind. Costs for packaging, insurance and transport to an address specified by us, or to a place of use, as well as customs formalities and duties are contained in these prices. Due to the way the price is set, the agreement concerning the place of delivery is not affected.
- 2.2 Every delivery has to be notified as soon as it is carried out with a delivery note. This shall be structured according to type, quantity and weight. Delivery notes,

shipping notes, bills and other correspondence shall all contain our order number.

- 2.3 We will only take the quantities ordered by us. Over or under delivery are only accepted after prior discussion and agreement.
- 2.4 The delivery takes place entirely at your risk. The risk of any degradation, including accidental destruction remains with you until delivery at the place requested or place of use specified by us. If, in individual cases, delivery at the place of production has been agreed, you are under an obligation to use the form of delivery specified by us, or otherwise to ensure the cheapest freight and correct declaration. In this case you are also responsible for any damage resulting from transport.
- 2.5 Your obligation to take back the packaging is determined by the statutory regulations. The goods are to be packaged so as to avoid any damage resulting from transport. Only sufficient packaging material for this requirement should be used. Only environmentally friendly packaging material should be used. If, as an exception, packaging is billed separately, we have the right to return this packaging, if in good condition, carriage paid, for the payment of 2/3 of the billed amount.

3.0 Billing and payment

- 3.1 Bills should be sent separately for each order in duplicate, with all associated documentation and data, after the successful delivery, in the correct form. All incorrect bills received are only valid from the time they are correctly received by us.
- 3.2 Payment takes place via the usual business channels, and, provided nothing else has been agreed, either within 14 calendar days with a discount of 3%, or after 30 calendar days, purely net price, calculated according to delivery/performance and receipt of bill. Our payment neither entails an acknowledgement of correct fulfilment nor a waiver of your liability for any shortcomings.
- 3.3 As far as agreements have been made concerning certification of material testing, this is an appreciable part of the delivery, and is to be delivered, together with the bill. At the latest, this should be with us within 10 calendar days of receipt of the bill.
- 3.4 With faulty delivery, we are entitled to withhold a percentage value of the payment until the delivery is correctly fulfilled. Otherwise, the rights of set-off and the rights of retention are retained in full.
- 3.5 The cessation of outstanding debts against us is only possible with our written agreement.
- 3.6 In case of advance payments, you are required, if so requested, to give a reasonable security, e.g. a bank guarantee.

4.0 Delivery times, delivery delays

- 4.1 The agreed delivery dates are binding. Decisive for the adherence to the delivery date or delivery time is the receipt of the goods, in the agreed quantity and quality at the by us named place of receipt or place of use. The delivered goods, particularly with a blanket order, should be held in an orderly storage which can be called up by us at any time.
- 4.2 If it becomes known to you that the agreed date cannot be met for some reason, you are under an obligation to immediately notify us, giving the grounds and the prospective length of the delay.
- 4.3 In case of delayed delivery, we enjoy statutory claims.
- 4.4 In case of early delivery, we reserve ourselves the right to return the goods at your expense. If an early delivery is complete, and no return is made, we will store the goods until the delivery date at your expense and risk. In the case of an early delivery, we reserve the right that payment can be made on the date initially agreed upon.
- 4.5 Part deliveries are only accepted after our express agreement. With these agreed part deliveries, the rest should follow at the given delivery completion date.

5.0 Liability for defects

- 5.1 Defects in the delivered goods, as far as examination and discovery which take place within the normal course of business, shall be claimed within 10 days after receiving the goods. Defects that are not apparent by such an examination will be claimed within 10 days of the discovery.
- 5.2 We reserve ourselves the legal right of liability claims against you. You guarantee us, within the statutory requirements, in particular against damage produced due to breach of contractual obligations. In case of supplementary performances, we have the exclusive right to choose between a removal of defects or a new replacement.
- 5.3 The statute of limitations concerning our claim and rights concerning defective goods or performance is 4 years, irrespective of legal grounds. This limitation is also valid for claims of other unrelated defects. This does not include longer legal statutes of limitations and regulations concerning start of limitation, suspension of the period of limitation, suspension and new beginning of time limits.

6.0 Product liability, insurance cover

- 6.1 You ensure as the first requirement, that we are not liable for any claims from a 3rd party, inclusive of any associated costs, for any product damage concerning the dominance and organisational area of the providers.
- 6.2 You will also reimburse costs arising from these grounds and/or also those caused by any precautionary return action started by us if necessary.
- 6.3 You are under an obligation to take out and maintain product liability insurance, including recall action risks for a reasonable sum to cover the contract items. You are required to show this policy at our request.

7.0 Property rights

- 7.1 You guarantee and assure that all deliveries are free from third party property rights. In particular that through the delivery and use of delivered goods, no patents, licences or other (trade mark / industrial etc.) property rights of a third party are infringed.
- 7.2 On first demand, you exempt us and our customers from any claims of a third party concerning any property rights infringements, and carry all costs that may accrue to us in this connection.
- 7.2 We are entitled to obtain permission to use the relevant delivered goods and service at your cost.

8.0 Retention of ownership

- 8.1 All parts and tools provided for use by us (reserved goods) remain our property. If modifications or processing is done, this takes place for us. If the reserved goods are processed using parts not belonging to us, we receive the co-ownership of the resultant new things, proportionate to the value of the parts delivered by us compared to the other parts at the time of the work taking place. The same occurs when the parts provided by us are inseparably mixed with things not owned by us. If after the mixing, the things of the supplier can be seen as the main part, then he is obliged to transfer a proportionate co-ownership. In any case, the supplier holds safe custody of our sole and/or co-ownership on our behalf.
- 8.2 All tools, parts and documentation (examples, drawings, models, tool plans and the like) received from us, may not be used nor given nor made available to a third party outside this contract without our written permission. After completion of the respective contracts, these must be returned to us without delay at your own cost.

9.0 Final clause

- 9.1 If individual parts of these terms and conditions of purchase become legally invalid, the validity of the rest of the terms and conditions are not affected.
- 9.2 You are not allowed to pass the contract, or essential parts of the contract on to a third party, without our prior written permission.

- 9.3 We will handle your personal data according to the German data protection act (Bundesdatenschutzgesetz), and expect the same on your part.
- 9.4 The place of performance and the exclusive legal jurisdiction for deliveries and payment (inclusive change and cheque disputes) as well as all disagreements between the parties concerning all completed contracts, so far as you are the merchant in the sense of the German commercial code (Handelsgesetzbuch), is D77656 Offenburg. We reserve ourselves the right to sue at any other permissible legal jurisdiction.
- 9.5 When you stop payment or are involved in insolvency proceedings concerning your assets or in judicial or extrajudicial legal composition proceedings etc., we are authorised to withdraw from the contract.
- 9.6 The language of this contract is German. As far as the contractual parties make use of another language as well and in the event of a conflict, the German wording shall take precedence.
- 9.7 All legal relationships between parties shall be governed by the law of the Federal Republic of Germany applicable to domestic legal relationships, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.