

## **General Terms and Conditions of Purchase (GTCP)**

### **§ 1 General, scope of application**

1.

All deliveries, services and quotations by our suppliers are made exclusively on the basis of these General Terms and Conditions of Purchase. These are part of all contracts that we conclude with our suppliers for the supplies or services provided by them. They shall also apply to all future deliveries, services or quotations to us, even if they are not agreed separately again.

2.

Terms and conditions of our suppliers or third parties shall not apply, even if we do not contradict their validity separately in individual cases. Even if we refer to a letter containing or referring to terms and conditions of the Supplier or a third party, this does not constitute agreement with the validity of those terms and conditions.

3.

Our terms and conditions of purchase shall apply only to traders.

### **§ 2 Orders and commissions, qualities**

1.

If our offers do not expressly contain a commitment period, we shall be bound by two weeks after the date of the quotation. The receipt of the declaration of acceptance by us is decisive for the timely acceptance.

2.

We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notification of a deadline of at least 14 calendar days before the agreed delivery date. The same shall apply to changes to product specifications, insofar as these can be implemented within the framework of the normal production process of the Supplier without significant additional expense, whereby in these cases the notification period according to the preceding clause shall be at least 4 weeks. We shall reimburse the Supplier for the additional costs, proven and reasonable, arising from the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the normal production and business operations of the Supplier, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing of the additional costs or delivery delays to be expected by it after careful assessment in good time before the delivery date, but at least within 10 calendar days after receipt of our notification in accordance with clause 1.

3.

We are entitled to withdraw from the contract at any time by means of a written declaration stating the reason if

a)

we are no longer able to use the ordered products in our business operations due to circumstances for which the Supplier is responsible after the conclusion of the contract (such as a failure to comply with legal requirements), or only at considerable expense

or b)

the financial situation of the Supplier deteriorates after conclusion of the contract to such an extent that delivery in accordance with the contract is not to be expected.

4.

We reserve proprietary rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after processing the order, they must be returned to us unsolicited. They must be kept secret from third parties.

5.

In the case of contracts where the delivery is made on a call-off basis, the call-off deadline shall be at least 18 months. Such delivery call-offs must be in text form; call-offs shall become binding if the Supplier does not object within one week of receipt of our delivery call-off.

6.

When purchasing machinery and equipment, the requirements for the condition of the object of purchase shall also include compliance with all mechanical engineering and other legal requirements that must be observed for legally secure operation in the Federal Republic of Germany. These include, in particular, required certifications, TÜV approvals, construction approvals, CE markings and the like. Otherwise, the condition is governed by the respective agreements.

7.

For the products we purchase from you, you shall irrevocably allow us to conduct tests and certifications on your products, either in our company or with the help of third parties. This permission shall remain irrevocable as long as we have not (re-)sold your products completely on our part.

The permission refers to us conducting all tests, certifications and other measures in order to obtain an appropriate component approval, unless it is already provided for the part by you.

### **§ 3 Prices, terms of payment, invoice details**

1.

The price shown in the order is binding; it is exclusive of the appropriate amount of statutory VAT.

2.

Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address specified in the contract, including packaging.

3.

Insofar as the price does not include the packaging according to the agreement reached and the remuneration for the packaging – not only provided on loan – is not expressly determined, this must be calculated at the proven cost price. At our request, the Supplier must take back the packaging at its own expense.

4.

Unless otherwise agreed, we shall pay the purchase price within 14 days with a 3% discount or within 60 days net from the date of delivery of the goods and receipt of the invoice. The receipt of our transfer order by our bank shall be sufficient for the timeliness of the payments owed by us.

5.

We are entitled to set-off and retention rights to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we still have claims against the Supplier from incomplete or defective deliveries or services.

6.

All order confirmations, delivery documents and invoices must state our order number, the product code, delivery quantity and delivery address. If one or more of these details is missing and processing by us is delayed as part of our normal business transactions, the payment periods referred to in paragraph 4 shall be extended by the period of the delay.

7.

In the event of delay in payment, we shall owe interest on arrears amounting to (5) percentage points above the base interest rate in accordance with § 247 BGB (German Civil Code).

### **§ 4 Delivery time and delivery**

1.

The delivery time (delivery date or deadline) specified by us in the order or otherwise applicable according to these General Terms and Conditions of Purchase shall be binding. Early deliveries are not

permitted.

2.

The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent, due to which the delivery time cannot be complied with.

3.

If the date on which the delivery is due to take place at the latest can be determined on the basis of the contract, the Supplier shall be in default at the end of this day, without a reminder from us being required for this.

4.

In the event of a delay in delivery, we shall be entitled to the statutory claims without restriction, whereby we shall only be able to exercise a right of withdrawal or assert claims for damages instead of performance after a reasonable grace period has expired without success.

5.

In the event of delivery delays, we shall be entitled to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the respective order value for each commenced week of the delivery delay, following prior written warning to the Supplier. The contractual penalty shall be offset against any damage caused by the delay to be compensated by the Supplier.

6.

The Supplier shall not be entitled to make partial deliveries without our prior written consent.

## **§ 5 Transfer of risk, documents**

1.

Unless otherwise agreed in writing, the delivery shall be "free house".

2.

The Supplier is obliged to state exactly our order number on all shipping documents and delivery notes; if it fails to do so, delays in processing are unavoidable for which we are not responsible.

## **§ 6 Warranty claims, inspection of defects**

1.

We shall be entitled to the statutory claims for defects in full; irrespective of this, we shall be entitled, in principle, to demand from the Supplier, at our discretion, remedial action or a replacement delivery. In this case, the Supplier shall be obliged to bear all expenses necessary for the remedial action or delivery of a replacement. The right to compensation, in particular compensation for damages instead of performance, remains expressly reserved. The warranty period is 36 months.

2.

a)

Our rights in the event of material and legal defects of the goods (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or user instructions) and in the event of other breaches of duty by the Supplier shall be governed by the statutory provisions, unless otherwise specified below.

b)

The statutory provisions shall apply to the commercial obligations for inspection and notification of defects, with the following proviso: Our obligation to inspect is limited to defects that are revealed openly during our incoming goods inspection by an external assessment, including the delivery documents, as well as during our quality control by means of random sampling (e.g. transport damage, incorrect and short deliveries). Otherwise, it depends on the extent to which an inspection is feasible in accordance with the proper course of business, taking into account the circumstances of the individual case.

In any case, deviations in quality and quantity found during the incoming inspection shall be notified in good time if they have been notified to the Supplier within a reasonable period of at least 8 days after

receipt of the goods by us. Notification of hidden material defects shall always take place in good time if the Supplier informed within a reasonable period of time after discovery.

## **§ 7 Product liability – Indemnification – Liability insurance cover**

1.  
Insofar as the Supplier is responsible for product damage, it is obliged to indemnify us from third-party claims for damages insofar as to the extent that the cause is within its sphere of control and organisation and it is personally liable in the external relationship.

2.  
Within this framework, the Supplier is also obliged to reimburse any expenses arising from or in connection with a recall campaign carried out by us, insofar as the claim does not arise from §§ 830 and 840 of the BGB in conjunction with §§ 426 and 254 of the BGB. We shall inform the Supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give the Supplier the opportunity to comment.

3.  
The Supplier undertakes to maintain product liability insurance with an insured sum of EUR 5 million (lump sum) per personal injury/property damage event; if we are entitled to further claims for damages, these shall remain unaffected.

## **§ 8 Industrial property rights**

1.  
The Supplier shall ensure that no third-party rights are infringed in connection with its delivery within the Federal Republic of Germany, unless it can prove that it is not responsible for the breach of duty.

2.  
If claims are made against us by a third party in connection with paragraph 1, the Supplier shall be obliged to indemnify us from these claims; this does not apply insofar as the Supplier can prove that it is neither responsible for the infringement of industrial property rights nor should it have recognised it at the time of delivery with due business diligence.

3.  
The Supplier's indemnification obligation applies to all expenses that we necessarily incur from or in connection with the claim by a third party.

## **§ 9 Confidentiality**

1.  
The Supplier is obliged to keep the terms of the order as well as all information and documents provided by us for this purpose (with the exception of publicly available information) confidential for a period of 36 months after the time of delivery and to use them only for the execution of the order. Upon request, it shall return the aforementioned documents to us immediately after processing the order or the completion of related inquiries.

2.  
Without our prior written consent, the Supplier may not refer to the business relationship in advertising material, brochures etc. and may not exhibit delivery items manufactured for us.

3.  
The Supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain confidentiality shall also apply after the settlement of this contract; it shall lapse if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

4.  
The Supplier shall bind its subcontractors in accordance with this § 9.

## **§ 10 Retention of title, tools**

1.

We reserve the right of ownership or copyright in respect of orders and commissions, as well drawings, illustrations, calculations, descriptions and other documents made available to the Supplier by us. The Supplier may not make them available to third parties without our express consent, nor use or reproduce them itself or through third parties. At our request, it must return these documents to us in full if they are no longer required by it in the proper course of business or if negotiations do not lead to the conclusion of a contract. Copies made by the Supplier must be destroyed in this case; this only applies to retention within the scope of legal retention obligations and the storage of data for backup purposes within the framework of the usual data backup.

2.

Tools and models which we make available to the Supplier or which are manufactured for contractual purposes and are invoiced separately by the Supplier shall remain our property or become our property. The Supplier shall identify them as our property, store them carefully, protect them against damage of any kind to a reasonable extent and use them only for the purposes of the contract. Upon request, it shall be obliged to return them to us in good condition if they are no longer required by it for the fulfilment of the contracts concluded with us, at the latest upon termination. Rights of retention cannot be asserted.

3.

The Supplier is obliged to use the tools exclusively for the production of the goods ordered by us. The Supplier is obliged to insure the tools which belong to us at replacement value at its own expense against fire, water and theft damage. It is obliged to carry out any necessary maintenance and inspection work in good time at its own expense. It must notify us immediately of any incidents; if it culpably fails to do so, claims for damages shall remain unaffected.

4.

Retentions of title by the Supplier shall only apply insofar as they relate to our payment obligation for the respective products of which the Supplier reserves ownership. In particular, extended or prolonged retentions of title are not permitted.

## **§ 11 Compliance with laws**

1.

The Supplier is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

2.

The Supplier shall ensure that the products supplied by it meet all relevant requirements for them being placed on the market in the European Union and in the European Economic Area. It must give us evidence of compliance on request by submitting appropriate documents.

3.

The Supplier shall make reasonable efforts to ensure that its subcontractors comply with the obligations set out in this § 11 which apply to the Supplier.

## **§ 12 Place of jurisdiction, place of performance, language**

1.

If the Supplier is a merchant, our registered office shall be the place of jurisdiction; however, we are entitled to sue the Supplier at its registered office.

The contractual language shall be German.

2.

Unless otherwise stated in the order confirmation, our registered office shall be the place of performance.

3.

The contracts concluded between us and the Supplier are subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).