

General Conditions of Purchase

§ 1 Applicability

(1) All purchase orders and proposals by the user are effected solely on the basis of these General Conditions of Purchase. They are a component of all contracts the user concludes with his contractual partners hereinafter also called "supplier"). The General Conditions of Purchase also apply to all future orders and proposals even if not agreed separately again.

(2) The terms and conditions of business of the supplier or third party shall not apply, also not if the user does not explicitly reject their applicability in the individual case. Even if the user refers to a letter containing or referring to the terms and conditions of business of the supplier or third party, this shall not represent any agreement to the applicability of those terms and conditions of business.

§ 2 Order

(1) The legal relationship between the user and supplier shall be governed solely by the written purchase order or a written placement of an order and these General Conditions of Purchase. Oral promises by the user before the order are not legally binding and oral agreements between the contractual parties shall be replaced by stipulations in the written order insofar as it is not explicitly clear in each case that they shall endure with binding force.

(2) The specifications and delivery dates and periods given in the purchase order are binding. Additions and changes to agreements reached, including these General Conditions of Purchase, must be made in writing to be valid. The correspondence is to be conducted with the purchasing department. Arrangements with other departments require, insofar as they concern agreements that change points stipulated in the purchase order, the explicit written confirmation of the purchasing department in the form of a supplement to the purchase order.

(3) The supplier is to deliver the objects named in the respective

purchase order to the user and transfer title to them to him. The supplier is further obligated to advise the user of his own accord about all essential issues and risks in connection with further use of the objects of delivery and to advise in writing about all further accessories necessary for operation.

§ 3 Prices and Payment

(1) The prices apply to the scope of delivery and services specified in the user's purchase order. The agreed price is quoted in EUROS and is a fixed price save agreed otherwise explicitly in writing. The prices named in the purchase order are quoted DAP (Möhnese) or, if the goods are subject to customs duties, DDP (Möhnese) according to Incoterms® 2010, in each case including packaging.

(2) If no special agreement has been reached, the invoice shall be settled within 14 days with a deduction of an early payment discount of 2% or within 30 days without deduction. The respective payment period commences as soon as the delivery or service has been rendered in full and, insofar as acceptance pursuant to § 640 of the German Civil Code (BGB) is required or has been agreed, has been accepted and a correct invoice has been received.

(3) Payments in no way imply renunciation of the user's contractual or statutory rights regarding the delivery or service such as, for example, later notification of defects or assertion of warranty claims or claims for compensation for damages or contractual penalties.

§ 4 Delivery and Period of Delivery

(1) Deliveries are to be effected DAP (Möhnese) or, if the goods are subject to customs duties, DDP (Möhnese) according to Incoterms® 2010. Agreed delivery periods and dates therefore relate to receipt of the goods by the user at his premises. Delivery periods commence on the date of the purchase order. If DAP or DDP has not been agreed, the supplier is to make the goods available in good time allowing for the time for loading and shipping that is to be arranged with the carrier.

(2) The supplier is to pack the goods for delivery as is customary in the trade or on

lack of an established practice appropriately and safely.

(3) The supplier is obligated to inform the user immediately in writing of all events and grounds that could jeopardize compliance with the dates. Apart from the prospective duration of a possible delay, the supplier is also to notify the user of countermeasures that have been initiated.

(4) If the delivery or service or a necessary acceptance pursuant to § 640 of the German Civil Code or agreed acceptance is delayed beyond the agreed date, the supplier is to pay the user a contractual penalty. It is not necessary for the user to declare to the supplier separately that the latter is in default. The contractual penalty is 0.5% of the net order value per commenced calendar week and restricted to max. 5 %. This does not apply if the delay rests on grounds for which the supplier is not responsible.

(5) If the supplier is in default, the user is entitled, in addition to claiming the contractual penalty, to demand after expiry of a reasonable period compensation for damages in place of the delivery or service and/or to declare that he is withdrawing from the contract. The provisions of § 341(3) of the German Civil Code notwithstanding, the user may demand the contractual penalty even if the right to do so was not reserved on acceptance. The right to claim further losses from default and further rights of the user on default in delivery by the supplier remain unaffected. (6) The unconditional acceptance of a notice of a delay in delivery or service or unconditional acceptance of the delayed delivery or service does not imply any renunciation of the user's rights to claim compensation and the contractual penalty due to the delayed delivery or service.

§ 5 Acceptance

(1) If acceptance pursuant to § 640 of the German Civil Code is necessary, the user is entitled, but not obligated, to accept the delivery or service in parts. (2) Industrial disputes, interruptions in operations and other cases of force majeure free the user from his acceptance obligation until the background has been cleared. If these

impediments endure for more than three months, both parties are entitled to withdraw from the contract.

§ 6 Offset Rights and Rights of Retention

The supplier is only entitled to assert rights from §§ 273, 320 of the German Civil Code if his counterclaims are undisputed or have been established in law. A further condition for the ability to assert a right of retention is that the supplier's claims rest on the same contractual relationship.

§ 7 Warranty Rights

(1) The delivered goods shall be inspected for obvious deficiencies in quality and quantity within a reasonable period of time. Obvious defects identified in this inspection may be claimed up to expiry of 10 work days from receipt of the goods. Concealed defects not immediately identifiable may be claimed up to expiry of 10 work days of their discovery.

(2) The warranty period for material defects and deficiencies in title is 24 months save not otherwise explicitly agreed. The period commences on written acceptance or, failing that, on contractual delivery.

(3) Rectifications are to be made where the goods are located (possibly after resale by the user).

(4) If the supplier does not render cure within a reasonable period, the user is entitled to rectify the defect himself and to demand reimbursement of the necessary expenditures.

(5) During the period of cure (improvement, subsequent delivery) the statute of limitations for the warranty claims shall be suspended by the following provisions insofar as the supplier was obligated to rectify defects. The warranty period for subsequently delivered parts commences on conclusion of the subsequent delivery and acceptance thereof and the warranty period for improved parts commences on conclusion of the improvement and its acceptance insofar as the same defect or the consequences of a defective improvement are concerned and nothing else results from the circumstances of the individual case.

(6) If the user withdraws from the contract due to a defect in the purchased object, the supplier shall reimburse him the costs of the

contract save the reason for withdrawal lies solely or primarily in the user's sphere of influence.

(7) The supplier guarantees that no rights of third parties shall be infringed in conjunction with his delivery and service. If claims are asserted against the user by a third party due to infringement of his rights, the supplier is obligated to indemnify the user from these claims. The obligation of indemnification relates to all expenses necessarily incurred by the user in connection with the claim by a third party.

(8) The object of delivery must conform to the contract and, in particular, have the agreed quality, function and properties and correspond to the relevant protective standards and directives regarding industrial health and safety, environmental protection and fire protection. In particular, conformity with Directive 2006/42/EC must be ensured and demonstrated on demand by presentation of appropriate documentation. If Directive 2006/42/EC is applicable and the delivered object does not conform to it, it shall be deemed that the order has not been fulfilled correctly. (9) The right to compensation for damages, in particular to compensation for damages instead of the delivery or service, remains explicitly reserved.

§ 8 Product Liability

(1) The supplier is obligated to indemnify the user from product-liability claims by third parties if and to the extent that he is responsible for the product defect and resultant damage according to the principles of product liability law. Within the framework of this obligation the supplier is further obligated to reimburse the user any expenditures incurred from or in connection with a recall. The user shall – as far as is possible and reasonable – inform the supplier about the purpose and scope of the recall measures to be carried out and give him the opportunity to comment.

(2) The supplier undertakes to maintain adequate product liability insurance cover for personal injuries and damage to property. Further legal claims are reserved.

§ 9 Secrecy

(1) All business or technical information made available by the user, including characteristics and knowledge that may, for example, be derived from samples, drawings or 3D data made available, is, insofar and to the extent that it is not public knowledge, to be kept secret from third parties and may only be made available in the supplier's own undertaking to people who need to be involved in order to implement the contract and who have also been sworn to secrecy. All information remains the exclusive property of the user. It may only be disclosed to third parties with the user's prior written consent. Where this information was made available to the user by a third party, this secrecy obligation also applies regarding this third party.

(2) The secrecy obligation endures beyond completion of the order. All information stemming from the user is to be returned or destroyed after completion of the respective order or on demand. This also applies to any copies made.

(3) The property rights and rights of use held by the supplier to illustrations, drawings, calculations and other documents handed over for an object of delivery shall pass over to the user with title to the object. This also applies to the rights to the software with which the object is equipped. The user is entitled to transfer the rights obtained.

§ 10 Final Provisions

(1) The place of jurisdiction for any disputes arising from the business relationship between the user and the supplier is the user's registered seat of business. This also applies to lawsuits against the user. Mandatory statutory provisions on exclusive jurisdiction remain unaffected by this provision.

(2) The relations between the user and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) is excluded pursuant to Article 6 CISG.

(3) If the contract or these General Conditions of Purchase contain omissions, those legally effective provisions that the parties would have agreed according to the



economic objectives of the contract and the purpose of these General Conditions of Purchase had they known of the omission are deemed agreed to fill these omissions.

(4) Reciprocal claims in connection with the contract concluded between the user and the supplier expire if they are not asserted in writing within one year of delivery of the ordered object. This provision does not apply to claims under warranty rights and for liability for wilful misconduct.

(5) Where these terms require the written form, transmission by fax or email suffices to comply with the need for the written form.

Notice:

The supplier is aware that the user stores the data from the contractual relationship pursuant to § 28 of the German Federal Data Protection Act for the purpose of data processing and reserves the right to transmit the data to third parties (e.g. insurance companies) to the extent necessary to fulfill the contract.