

General Terms and Conditions of Purchase

Preamble

All agreements made between us and the supplier in connection with the purchase contracts are set forth in the purchase contracts, these terms and conditions and our offers. Agreements made between the contracting parties in individual cases, including all ancillary agreements, supplements and amendments, shall take precedence over these General Terms and Conditions of Purchase.

§ 1 Validity

(1) The following General Terms and Conditions of Purchase shall apply to all contracts concluded between us and the Supplier for the delivery of goods. These Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law and special funds under public law.

(2) They shall also apply to all future purchase contracts between the parties, even without being expressly agreed again.

(3) Upon acceptance of an order, but no later than upon delivery of the goods ordered by us, the supplier shall accept our terms and conditions. Any deviating or supplementary general terms and conditions of the supplier to which we do not expressly agree in writing shall not become part of the contract; they are hereby expressly rejected. In addition, neither our silence nor the acceptance of the performance or its payment shall be deemed to be consent.

§ 2 Conclusion of Contract

(1) Offers and cost estimates of the Supplier shall be free of charge, even if the Supplier prepares them after being requested to do so by us.

(2) Our orders shall only be binding if they are placed in writing or in text form. Likewise, supplements and amendments to the orders or contracts must be in writing or text form to be effective.

(3) Acceptance of the order by the supplier shall only be timely if we receive the declaration of acceptance within two weeks of receipt of the order.

(4) In no case shall our silence be deemed to be acceptance of an order confirmation which deviates in content.

§ 3 Terms of payment

(1) The price stated in the order shall be binding - plus statutory value added tax, if applicable. As a fixed price, it includes all expenses to be incurred by the Supplier in connection with the services for which it is responsible. Unless otherwise agreed in writing, the agreed prices shall be "free domicile and duty paid", including packaging and insurance.

(2) Unless otherwise agreed in writing, payment shall be made within 30 days of receipt of the invoice. The date of the payment instruction shall be decisive for the timeliness of payment. Payments shall

not constitute recognition of the delivery or service as being in accordance with the contract or of the invoice as being in order.

(3) In the case of deliveries from an EU member state other than the Federal Republic of Germany, the Supplier shall state its EU VAT identification number.

(4) We shall be entitled to rights of set-off or retention to the extent provided by law. Set-off by the Supplier shall only be permissible if its due counterclaim is undisputed or has been finally determined by a court of law. This shall also apply to rights of retention subject to the provisions of § 321 BGB.

§ 4 Delivery Period

(1) Agreed deadlines for deliveries and services shall be binding. The supplier shall be obliged to notify us in writing without delay, stating the reasons and the expected duration of the delay, if the delivery date cannot be met. Such notification shall not release the Supplier from its obligation to deliver on time.

(2) If the Supplier is in default, we shall be entitled, without prejudice to statutory claims, to demand a contractual penalty of 0.5% of the net delivery value for each completed week of default in delivery, but not more than a total of 5% of the net delivery value, no later than 10 working days after acceptance of the delayed delivery.

(3) The unconditional acceptance or unconditional payment of the delayed performance shall not constitute a waiver of any claims to which we are entitled due to the delay.

§ 5 Shipment and transfer of risk

(1) Unless otherwise agreed in writing, delivery shall be made free domicile and duty paid to our business address. This means that shipment shall be for the account and at the risk of the supplier. The risk shall pass to us upon arrival of the goods at the place of destination. This shall also apply if we have assumed the costs of shipment in an individual case on the basis of a separate contractual agreement or if the delivery is made "ex works".

(2) Partial deliveries shall only be permitted with our written consent.

(3) The delivery items shall be packaged in a customary and appropriate manner. Statutory packaging and shipping regulations shall be complied with. The supplier shall be obliged to take back all packaging and transport materials (hereinafter referred to as packaging materials) of any kind if we request him to do so. The supplier must always take back packaging materials that contain substances or preparations that are hazardous to health or the environment. Any costs incurred in connection with the dismantling of the packaging materials or their transport to the supplier shall be borne by the supplier.

(4) The delivery item shall comply with the preferential regulations of the European Community, in particular the conditions of origin; the Supplier shall provide the corresponding certificates of origin without being requested to do so.

(5) Delivery bills shall be enclosed with each delivery. All shipping documents and delivery bills shall show our order number and the article number. The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

(6) The supplier shall also be obliged to hand over the safety data sheets applicable to the respective delivery items with the delivery, insofar as he has not already handed over the current safety data sheet for the respective delivery item to us at an earlier point in time. The supplier shall indemnify us against all recourse claims of third parties in the event that he does not provide us with the safety data sheets, or provides them late or incorrectly.

§ 6 Examination for Defects, Claims for Defects and Liability

(1) Acceptance of the delivery does not imply a declaration that the service has been properly rendered. Complaints within the meaning of § 377 of the German Commercial Code (HGB) shall be deemed to have been made in good time if they are sent by us - or, in the case of drop shipments, by our customers - within fourteen (14) days of receipt of the goods (obvious defects) or of discovery (hidden defects).

(2) We shall be entitled to the statutory claims for defects against the Supplier and the Supplier shall be liable to us to the extent provided by law. Limitations and exclusions of liability of any kind are hereby expressly contradicted. In particular, the Supplier shall be responsible for ensuring that its deliveries and services comply with the recognized rules of technology and the contractually agreed properties and standards.

(3) Product Liability - Indemnification - Liability Insurance Coverage

Insofar as the Supplier is responsible for product damage as a manufacturer within the meaning of the Product Liability Act, it shall be obliged to indemnify us against claims for damages by third parties upon first request to the extent that the cause lies within its sphere of control and organization and it is itself liable in relation to third parties. Within the scope of his liability for all cases of damage within the meaning of para. 1, the supplier shall indemnify us to the corresponding amount from all costs including the expenses for necessary recall actions and the statutory costs of legal action. In all other respects, the statutory provisions shall apply.

(4) The supplier shall be obligated to maintain product liability insurance with coverage of 5 million euros per personal injury/property damage - lump sum - and recall costs insurance in the amount of 2.5 million euros; if we are entitled to further claims for damages, these shall remain unaffected. Upon first request, the supplier shall be obliged to provide us with evidence of the insurance. Unless otherwise agreed, the supplier shall be obliged to mark his delivery items in such a way that they are permanently recognizable as his products.

(5) The Seller hereby assigns to us - on account of performance - all claims to which it is entitled against its suppliers on account of and in connection with the delivery of defective goods or goods lacking warranted or guaranteed characteristics. He shall hand over to us all documents required for the assertion of such claims.

(6) Unless otherwise agreed, the limitation period for warranty claims shall be 36 months from the passing of risk. The warranty period shall not run for the duration of a repair, beginning with the dispatch of our notice of defect. The limitation period for warranty claims shall be suspended as long as the supplier has not definitively rejected the defect in writing following our timely notification of the defect. A new warranty period shall commence with the delivery of replacement goods, provided that the Seller has acknowledged the claim for rectification.

(7) In urgent cases (such as when operational safety is endangered or to prevent exceptionally high damage), to remedy minor defects, in the event of the supplier's default in remedying a defect and to maintain our ability to deliver to our customers, we shall be entitled, after informing the supplier and expiry of a short grace period appropriate to the situation, to remedy the defect and rectify the defect ourselves or to have it remedied by third parties, to remedy any damage that may have occurred ourselves or to have it remedied by third parties. The Supplier shall bear any costs incurred in this connection.

(8) If the supplier again provides essentially the same or similar services in a defective or delayed manner after a written warning, we shall be entitled to withdraw from the contract immediately. In this case, our right of withdrawal shall also include such services of the same content which the supplier is still obliged to provide to us in the future under this or another contractual relationship.

(9) We shall only be liable for damages suffered by the supplier as a result of our breach of cooperation and ancillary obligations, including direct, indirect and consequential damages, in the event of gross negligence or intent. The statutory liability for fault in the case of damage resulting from injury to life, body or health and the liability in the case of culpable breach of essential contractual obligations shall remain unaffected. Essential contractual obligations shall be understood to mean all essential obligations which are owed by the Buyer on the basis of the respective individual contract and which are of immanent importance for the achievement of the objective of the contract. Also to be considered are all those secondary obligations which, in the event of a culpable breach of duty, may lead to the achievement of the purpose of the contract being jeopardized.

§ 7 Provisions

(1) Materials, parts, containers, special packaging, tools or similar items (provisions) provided by us shall serve exclusively for the performance of the respective individual contract; in particular, resale by the supplier is expressly prohibited. In the event of a reduction in value or loss of the Provisions, the Supplier shall pay compensation.

(2) Provisions shall remain our property and shall be returned to us unsolicited at the latest upon termination of the business relationship. If, in individual cases, materials provided are processed, combined or mixed, we shall receive co-ownership of the new product in the ratio of the value of the materials provided to the value of the total product, even if the supplier's item is to be regarded as the main item; the supplier shall hold the sole ownership or co-ownership in safe custody for us. Duplications are prohibited. The supplier shall not be entitled to a right of retention, irrespective of the reason, in respect of materials provided. Provisions may not be made available to third parties (including sub-suppliers) and may not be used for purposes other than those agreed.

(3) The supplier shall be obliged to insure the tools belonging to us at replacement value against fire, water and personal injury at its own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and repair work on our tools as well as all maintenance and repair work at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.

§ 8 Confidentiality

(1) The supplier shall be obliged to treat as strictly confidential all commercial and technical information and documents which are not in the public domain and which become known to him as a result of the business relationship, to use them solely for the purposes of the business relationship and not to pass them on to third parties. This obligation shall apply for an unlimited period of time and also beyond the termination of the business relationship.

(2) We point out that we store personal data in compliance with the statutory provisions and process them in connection with business transactions.

§ 9 Retention of title

Retentions of title which go beyond a simple retention of title, in particular an extended or prolonged retention of title by the supplier, are expressly objected to. They require our written consent in individual cases. Should it nevertheless come about that sub-suppliers assert property rights, co-ownership rights or rights of lien against us or have compulsory enforcement measures carried out, we shall make a claim against the supplier for all damages arising from this.

§ 10 Miscellaneous

(1) The supplier has verified and assured that this contract is effective according to the regulations and laws applicable in its country and that all necessary official permits (e.g. export and import permits) have been obtained.

(2) Force majeure, in particular labour disputes, operational disruptions for which we are not responsible, civil unrest, official measures and other unforeseeable, unavoidable and serious events shall release the supplier and us from our performance obligations for the duration of the disruption and to the extent of its effect. The party affected shall immediately inform the other party comprehensively and shall do everything within reason to limit the effect of such events. It shall adapt its obligations to the changed circumstances in good faith and inform the other contracting party without delay of the end of the disruption.

(3) If the Supplier's performance is no longer usable by us, taking into account economic aspects, due to the delay caused by the force majeure, in the event of a delay in delivery of more than three months, the suspension of payments or the opening of insolvency proceedings, the rejection of the opening of such proceedings for lack of assets or the initiation of comparable proceedings against the Supplier's assets, we shall be entitled to withdraw from the contract in whole or in part, without any claims against us being able to be derived therefrom.

(4) Subject to the provisions of § 354a of the German Commercial Code (HGB), the Supplier shall not be entitled to assign, pledge or otherwise transfer to third parties, in whole or in part, any rights and obligations under the respective individual contract without our written consent.

(5) The place of performance and exclusive place of jurisdiction for deliveries and payments (including actions on checks) as well as all disputes arising between us and the supplier from contracts based on these General Terms and Conditions of Purchase shall be Frankfurt am Main, Germany, provided the supplier is a merchant within the meaning of the German Commercial Code (HGB). However, we shall also have the right to sue the Supplier at its general place of jurisdiction.

(6) The law of the Federal Republic of Germany shall apply to the contractual relationship and related legal disputes, with the exception of the conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG; UN Sales Convention) of 11 April 1980 is excluded.

(7) Should any of the above clauses be or become invalid in whole or in part, this shall not affect the validity of the remaining terms and conditions of purchase. The parties agree that such invalid clause shall be replaced by a valid clause which comes as close as possible to the economic meaning of the invalid clause.