

General Terms and Conditions of Purchase

Section 1

General - Scope of application

- (1) Our Terms and Conditions of Purchase apply exclusively; we do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- (2) All agreements made between us and the supplier for the purpose of executing this contract must be set out in writing in this contract.
- (3) Our Terms and Conditions of Purchase shall only apply to entrepreneurs in accordance with Section 310 (4) of the German Civil Code (BGB).

Section 2

Offer - Offer documents

- (1) Insofar as our offers do not expressly contain a binding period, we shall be bound by them for one week after the date of the offer. Decisive for the timely acceptance is the receipt of the declaration of acceptance by us.
- (2) We are entitled to withdraw from the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances occurring after conclusion of the contract for which the supplier is responsible (e.g. failure to comply with legal requirements) or can only use them at considerable expense or if the supplier's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; they are to be returned to us unsolicited after completion of the order. They must be kept secret from third parties; in this respect, the provisions of Section 9 (4) shall apply in addition.

Section 3

Prices - Terms of payment

- (1) The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile", including packaging. The return of packaging requires special agreement.
- (2) Insofar as the price does not include packaging according to the agreement made and the remuneration for the packaging - not only provided on loan - is not expressly determined, this shall be charged at the proven cost price.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 3% discount or net within 30 days of receipt of invoice.
- (4) We shall be entitled to rights of set-off and retention to the extent permitted by law.
- (5) In the event of default in payment, we shall owe default interest in the amount of five percentage points above the base interest rate in accordance with Section 247 BGB.

Section 4

Delivery time

- (1) The delivery time stated in the order is binding. Early deliveries are only permitted with our express consent.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become recognisable to them which indicate that the agreed delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we are entitled to demand compensation in lieu of performance and cancellation after the expiry of a reasonable period

during which no deliveries have been made. If we demand compensation, the supplier has the right to prove to us that they are not responsible for the breach of duty.

- (4) In the event of delays in delivery, we are entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5% of the respective order value for each commenced week of delay in delivery, up to a maximum of 5%. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier.
- (5) Even if dispatch has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination.

Section 5

Property protection

Retention of title by the supplier shall only apply insofar as it relates to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

Section 6

Inspection for defects - Liability for defects

- (1) We are obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity in accordance with the statutory provisions of Section 377 of the German Commercial Code (HGB). In any case, quality and quantity deviations shall be deemed to have been notified in good time if we inform the supplier of them within 10 working days of receipt of the goods by us. Hidden material defects shall in any case be deemed to have been notified in good time if the supplier is notified within 10 working days of discovery.
- (2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier either rectify the defect or deliver a new item, at our discretion. The right to claim damages, in particular the right to claim damages in lieu of performance, is expressly reserved.
- (3) We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or particular urgency.
- (4) Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims. In the case of replacement deliveries and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless we had to assume from the behaviour of the supplier that they did not consider themselves obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

Section 7

Product liability - Indemnification - Liability insurance cover

- (1) Insofar as the supplier is responsible for product damage, they shall be obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within their sphere of control and organisation and they themselves are liable in relation to third parties.
- (2) Within the scope of their liability for cases of damage within the meaning of (1) above, the supplier is also obliged to reimburse any expenses pursuant to Sections 683 and 670 BGB or pursuant to Sections 830, 840 and 426 BGB, which arise from or in connection with a recall action carried out by us. We will inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give them the opportunity to comment. Other legal claims remain unaffected.
- (3) The supplier undertakes to maintain product liability insurance with a lump sum cover of € 10 million per personal injury/property damage; if we are entitled to further claims for damages, these shall remain unaffected.

Section 8

Property rights

- (1) The supplier warrants that no rights of third parties within the Federal Republic of Germany, the countries of the European Union or other countries in which they manufacture the products or have them manufactured are infringed in connection with their delivery.
- (2) If claims are asserted against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims upon first written request. This shall not apply if the supplier proves that they are neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if they had exercised due commercial care. We are not authorised to make any agreements with the third party -

without the supplier's consent - in particular to conclude a settlement.

- (3) The supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- (4) Our further legal claims due to defects of title in the products delivered to us remain unaffected.

Section 9

Retention of title - Provision - Tools - Confidentiality

- (1) If we provide parts to the supplier, we reserve the right of ownership of these parts. Processing or remodelling by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.
- (3) We reserve title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at their 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 inspection work on our tools as well as all servicing and repair work at their own expense and in good time. They must notify us immediately of any malfunctions; if they culpably fail to do so, claims for damages shall remain unaffected.
- (4) 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 confidentiality obligation shall also apply after the fulfilment of this contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- (5) Insofar as the security rights to which we are entitled in accordance with (1) and/or (2) above exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we are obliged to release the security rights at our discretion at the supplier's request.

Section 10

Secrecy

- (1) The supplier is obliged to keep the terms of the order and all information and documents made available to them for this purpose (with the exception of publicly accessible information) secret for a period of 3 years after conclusion of the contract and to use them only for the fulfilment of the order. They will return them to us immediately upon request after completion of enquiries or after processing of orders.
- (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 shall oblige their subcontractors in accordance with this Section 10.

Section 11

Compliance with laws

- (1) In connection with the contractual relationship, the supplier is obliged to comply with the relevant statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as cartel law, labour and environmental protection regulations.
- (2) The supplier shall ensure that the products supplied by them fulfil all relevant requirements for placing on the market in the European Union and in the European Economic Area.

They must prove conformity to us on request by submitting suitable documents.

- (3) The supplier shall use reasonable endeavours to ensure that their subcontractors comply with the obligations incumbent on the supplier under this Section 11.

Section 12

Place of jurisdiction - Place of fulfilment

- (1) If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at the court of their place of residence.
- (2) Unless otherwise stated in the order, our place of business shall be the place of fulfilment.
- (3) Our contractual relationship with the supplier shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Section 12

Severability clause

- (1) Should any of the aforementioned provisions of these General Terms and Conditions of Purchase be void, invalid or unenforceable for any reason, the validity of the remaining provisions and the underlying contract shall remain unaffected.
- (2) In this case, the contracting parties shall replace the invalid or unenforceable provision with a valid provision that fulfils the economic purpose of the invalid or unenforceable provision as far as possible.