

I General information – validity of the terms and conditions

- (1) Our terms and conditions of purchase shall apply exclusively; we shall not acknowledge any opposing conditions of the Supplier or any conditions which shall deviate from our terms and conditions of purchase unless we have given our express written consent to their validity. Our terms and conditions of purchase shall also apply if we accept the delivery of the Supplier without reservation despite the knowledge of opposing conditions of the Supplier or conditions which may deviate from our terms and conditions of purchase.
- (2) All agreements reached between us and the Supplier for the purpose of executing this contract are to be recorded in this contract in writing.
- (3) Our terms and conditions of purchase shall only apply towards entrepreneurs according to § 310 Par. 4 BGB [German Civil Code]

II Offer – offer documents

- (1) The Supplier undertakes to accept our order within a deadline of 2 weeks.
- (2) We reserve the rights to property and copyright for illustrations, drawings, calculations and other documents; they may not be made accessible to any third parties without our express written consent. They are exclusively to be used for the production based on our order; they are to be returned to us after processing of the order without request. They are to be kept secret towards third parties, insofar the regulation of Subclause IX Par. (4) shall apply additionally.

III Prices – terms of payment

- (1) The price shown in the order is binding. In the absence of a deviating written agreement the price shall include delivery „free house“, including packaging. We shall be entitled to return packaging in a good condition to the Seller free of charge, against payment of 2/3 of the value ensuing from the calculation.
- (2) We can only process invoices if these – according to the stipulations in our order – include the order number shown there; the Supplier shall be responsible for all consequences ensuing due to the non-observance of these obligations, insofar as he shall not prove that he was not responsible for these.
- (3) We shall, insofar as not otherwise agreed in writing, pay the purchase price within 14 days beginning from delivery and receipt of invoice, with 3% cash discount or within 30 days after receipt of the invoice net.
- (4) We shall be entitled to rights of setting off and retention to the extent laid down by law. Payments shall be made under reservation and shall not affect the warranty obligation of the Seller.

IV Delivery period

- (1) The delivery time/period stated in the order is binding. The delivery period shall begin from the date of our order.
- (2) The Supplier undertakes to inform us in writing immediately of any circumstances which occur or of which he may become aware from which it may be seen that it is not possible to observe the required delivery period. In the event that we subsequently agree in writing with a certain timeout there shall insofar be no default. In this case the newly agreed deadlines and dates shall apply instead of the originally agreed delivery periods and dates.
- (3) In the event of a delay in delivery we shall be entitled to the claims as laid down by law. We shall in particular be entitled to demand damages instead of performance and withdrawal after the unsuccessful expiry of a reasonable period of time. If we demand damages the Supplier shall be entitled to also prove that he was not responsible for the breach of duty.
- (4) In the event of the impairment of our operations (through force majeure, lock-out, strike, internal unrest, natural catastrophes, traffic emergencies, bans on delivery and export, boycott or similar circumstances and operational interferences such as fire, water, explosions and such) our obligations under this contract shall rest for the duration of this condition. Should the delay in acceptance take longer than one month then both parties shall be entitled to withdraw from the contract.

V Passing of risk – documents

- (1) Delivery shall be carried out, insofar as not otherwise agreed in writing, free house.
- (2) The Supplier undertakes to exactly state our order number and parts number on all despatch papers and delivery notes. Notifications of despatch are to be sent to our goods acceptance department. A delivery note is to be attached with each despatch of goods. The invoice should be sent to us as far as possible on the date of despatch still. Delivery note and invoice must include our order number and parts number.
- (3) If the Supplier shall fail to send the afore-mentioned information properly to the right department then we shall not be responsible for delays in processing.

VI Examination of faults – liability for defects

- (1) We undertake to inspect the goods for any deviations in quality and quantity within a reasonable period of time; the complaint is to be deemed as received in time insofar as it is received by the Supplier within a deadline of 5 working days beginning from receipt of the goods or in case of undisclosed faults from detection.
- (2) We shall be entitled to the full entitlements for faults as laid down by law; in any case we shall be entitled to demand correction of the faults or delivery of a new object from the Supplier at our choice. We expressly reserve the right to damages, in particular for damages instead of performance.

VII Product liability – release – liability insurance cover

- (1) Insofar as the Supplier shall be responsible for damages to the product he undertakes to release us insofar from claims for damages of third parties at first request if the cause is in his area of control and organisation and he shall be liable himself in the external relationship.
- (2) Within the framework of his liability for claims in the sense of Par. (1) the Supplier shall also undertake to reimburse any expenses according to §§ 683, 670 BGB and according to §§ 830, 840, 426 BGB, which ensue from or are in connection with a recall action carried out by us. We shall inform the Supplier - insofar as possible and reasonable – and give him opportunity to make a statement. This shall have no effect on other rights laid down by law.
- (3) The Supplier undertakes to maintain a product liability insurance with a sum insured of EUR 5 million per physical damages/material damages – flat rate; this shall have no effect on further claims for damages to which we may be entitled.

VIII Trade mark rights

- (1) The supplier keeps us harmless against all claims in regards to intellectual property rights brought forward by third parties. The supplier guarantees, that all delivered items are free from rights of third parties and especially that no patents, licences or other property rights of third parties are infringed by supplying or using the delivered items.
- (2) If a claim asserted against us is caused by infringing intellectual property rights of a third party according to VIII (1), the supplier undertakes to release us from these claims. The suppliers duty to release us refers to all necessary expenses incurred by us from or in connection with the claim asserted by a third party.
- (3) The duty of the supplier to be liable and to release us is not applicable, if he is not responsible for the infringement of the rights of the third party according to VIII (1) and if the delivery took place exclusively according to our models, illustrations, drawings, plans and other documents and if the supplier doesn't know or did not have to know that the production of the items is an infringement of a property right.

IX Period of Limitation

- (1) The period of limitation for warranty claims is 30 months, beginning with the dispatch of the delivery item.

X Retention of title – provision – tools – secrecy

- (1) Insofar as we shall supply parts to the Supplier, we reserve the right of property to said parts. Any processing or conversion by the Supplier shall be carried out on our behalf. In the event that our goods under reservation of title are processed with other items which do not belong to us, then we shall acquire co-ownership of the new object as a ratio of the value of our object (purchase price plus VAT) to the other processed items on the date of processing.
- (2) If the object provided by us is inseparably combined with other items not belonging to us, then we shall acquire the co-ownership of the new object as a ratio of the value of the object under reservation of title (purchase price plus VAT) to the other combined items on the date of combination. If the combination is carried out in a manner which means that the object of the Supplier shall be deemed as the main object then it shall be deemed as agreed that the Supplier shall assign us pro rata co-ownership; the Supplier shall safeguard the sole ownership or co-ownership on our behalf.
- (3) We reserve the right of property of models and tools; the Supplier undertakes to exclusively use the models/tools for producing goods ordered by us. The Supplier undertakes to insure the models/tools belonging to us at the new value at own costs against damages due to fire, water and theft. At the same time, the Supplier hereby now already assigns to us all claims for damages from this insurance; we hereby accept the assignment. He shall inform us immediately of any interference due to our models/tools; if he shall refrain from this due to negligence then this shall have no effect on claims for damages.
- (4) The Supplier undertakes to maintain strictest secrecy on all illustrations, drawings and calculations and other documents and information received. They may only be made accessible to third parties with our express consent. The duty for secrecy shall also apply after processing of this contract; it shall expire if and insofar the production know-how contained in the illustrations, drawings, calculations and other documents handed over has become general knowledge.
- (5) Insofar as the security interest to which we are entitled according to Par. (1) and/or Par. (2) shall exceed the purchase price of all our not yet paid goods under reservation of title by more than 10%, we shall upon request of the Supplier undertake to release the security interest at our choice.

XI Place of performance, place of jurisdiction and applicable law

- (1) Insofar as the Supplier is a businessman, then our registered seat shall be place of jurisdiction; we are however entitled to sue the Supplier also at the court at his place of residence.
- (2) Insofar as not otherwise seen from the order, our registered seat shall be the place of performance.
- (3) The law of the Federal Republic of Germany shall apply between the contractual parties. The application of the uniform law on the international sale of movable goods and the uniform law on the conclusion of international contracts of sale (Hague Convention of 1964) will be excluded.