



Terms and Conditions of Purchase

I. General provisions

(1) The Terms and Conditions of Purchase set out below are the exclusive integral part of the contractual relations between us and the contractor. This shall also apply for ongoing business relations, including in cases in which the contract is concluded by telephone, facsimile or other means of telecommunication. Terms and conditions of purchase of the contractor that deviate from these terms and conditions of purchase shall only be valid in individual cases and only if this has been explicitly confirmed and recognised in writing. Neither our silence nor acceptance or payment of the service shall apply as recognition or confirmation.

(2) All relevant legal regulations in the field of approvals, accident prevention, occupational safety (Machine Protection Act, Ordinance on Hazardous Working Substances and similar), environmental protection as well as all authoritative guidelines and directives by responsible bodies (in particular supervisory authorities, employer's liability insurance associations, professional associations and similar) as well as the accepted rules of technology shall apply with lower priority.

(3) Orders and agreements as well as their amendments shall only be binding if issued or confirmed by us in writing. Orders and other agreements must be confirmed in writing by the contractor. If the order confirmation deviates from the order, these variances must be marked and highlighted especially. Deliveries for which no written orders exist will not be recognised.

(4) The contractor is obliged to inform us in good time before introducing modifications to manufacturing processes, materials or bought-in parts for products to be delivered to us, so that we can check whether the alterations might have negative effects on the product.

(5) We shall retain title and copyright to the documents belonging to an order, such as illustrations, drawings, samples and the like. These must not be made accessible to third parties and must be returned to us upon request. The contractor shall not have a right of retention to these, irrespective of the legal grounds. The contractor undertakes to use these exclusively for fulfilment of the order, not to reproduce the documents, to treat and keep the documents and samples with care. In particular, the contractor shall treat the information obtained from us in connection with the order, in particular concerning systems and production processes, as confidential, including after processing of this order, and shall not use this information for non-contractual purposes, unless we issue our prior, written and explicit consent to this. Products manufactured on the basis of specifications and/or documents prepared by us, such as drawings, models and the like, must not be used by the contractor himself nor offered or supplied to third parties.

(6) Title shall pass to us upon handover of the goods.

(7) The contractor undertakes to check his products in terms of whether they are subject to prohibitions, restrictions and/or license requirements in international trade. In this case, he must mark these accordingly in his offers, order confirmations and all documents accompanying the goods. In the event of failure to comply with this obligation, the contractor shall be liable for any damage resulting to us from this, including subsequent claims for foreign import charges, fines and the like.



II. Prices and payment terms

(1) The agreed prices are fixed prices excluding value added tax and including transport costs and the costs of packing that prevents transport damage; they are to be understood as free place of destination as indicated in the order. The contractor must take back packing material upon request by us. The risk of any form of cost increases resulting subsequent to conclusion of the contract shall be borne by the contractor. Price increases are also excluded if the delivery is to be made or is made more than 4 months following conclusion of the contract.

(2) Over or under deliveries are not permitted without our consent. Partial deliveries shall not be deemed as fulfilment, not even as partial fulfilment, and can be rejected by us. Over-deliveries must be collected at the contractor's own expense on request by us; failure to comply with this requirement within an appropriate period set by us shall entitle us to return over-deliveries at the expense of the contractor.

(3) Invoices must be sent to us in duplicate. They must not be enclosed with the delivery. Partial invoices based on partial deliveries or performances are only admissible if this has been agreed in writing at the time of conclusion of the contract. They must be marked as such and must show the statutory value added tax.

(4) We reserve the right to recognise quantities and weights on the basis of normal checks and subsequent weighing. If deliveries are made in tankers, these must be sealed.

(5) Periods for payment shall begin upon unconditional acceptance by us of the delivery or performance and receipt of invoice. Dispatch of the means of payment by us is sufficient for adherence to the periods for payment. They shall end upon dispatch of the means of payment by us. In the event of premature delivery, we reserve the right to pay the invoices at the time that would apply contractually given delivery on the agreed date.

(6) In the absence of any agreement to the contrary, we shall effect payments within 14 days less 2% settlement discount or within 30 days without deduction.

(7) In the event of default on payment by us, the contractor shall only be entitled to default interest of 4%, unless the contractor can demonstrate that he has incurred higher damages as a result of the default on payment.

III. Delivery periods and delivery deadlines

(1) Delivery periods and/or delivery deadlines agreed are binding and must be adhered to by the contractor under all circumstances. If a calendar week is agreed as delivery deadline, the last deadline is Friday of the said week. If this Friday is a public holiday, the working day immediately preceding it shall be authoritative. Delivery periods shall begin on the date of the written order. Delivery deadlines and/or delivery periods shall only be deemed as adhered to if the goods arrive at the place of destination on the agreed date or within the agreed period. Deliveries prior to the agreed delivery date can be rejected by us.

(2) The contractor must notify us immediately in writing as soon as any delays become recognisable and/or occur, indicating the foreseeable time by which the deadline or period will be exceeded. In such cases, the contractor shall take all measures necessary for ensuring that the agreed delivery date can be adhered to or that only minor time delays will occur, and must notify us as to what he has undertaken or will undertake in this respect in each individual case. Under no circumstances shall the

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agreed deadline alter as a result of the notification of a foreseeable delay. If the contractor fails to make this notification, he cannot claim recourse to the delaying event with respect to us.

(3) In the event of failure to adhere to delivery deadlines and/or delivery periods, we shall be entitled, following unsuccessful expiry of an appropriate period of grace set for the contractor, to choose between withdrawing from the contract or alternative procurement of the goods even if the contractor is not at fault as regards the exceeding of the deadline or period. Claims for damages by us shall remain unaffected by this. The acceptance of delayed deliveries or performances shall not constitute renunciation of claims for compensation for damages. In all cases, the contractor must reimburse us for all additional costs resulting from late deliveries or performances, including in particular in the event of withdrawal or alternative procurement. Additional freight costs as a result of delayed delivery shall be borne by the contractor.

(4) In the event of default on delivery, we shall be entitled to demand a contractual penalty of 0.5% of the value of the delivery for each full week, subject, however, to a maximum of 5% of the value of the delivery. We are entitled to assert the contractual penalty in addition to fulfilment. We can also assert the contractual penalty up until final settlement even if we have not explicitly reserved the right to do so when accepting the delayed delivery. We explicitly reserve the right to assert farther-reaching claims and rights.

(5) In extension of the regulations stated in the above paragraphs, the statutory regulations shall apply in the event of failure to adhere to delivery deadlines and/or delivery periods as well as in the event of default on delivery.

IV. Acceptance tests, passing of risk and liability for material defects

(1) In the absence of any agreement to the contrary, acceptance tests agreed in the contract will be carried out at our registered business domicile following prior agreement of a time. If the contract does not contain any provisions regarding technical details, the prevailing general practice in the branch of industry concerned at our registered business domicile shall be authoritative for the acceptance tests.

(2) All risks shall pass to us only upon handover of the delivered item at the place of destination stated in the order, unless we have carried out transport ourselves using our own personnel or through a freight forwarder appointed by us.

(3) In addition to the statutory warranty and that agreed in addition in the order, the contractor guarantees that all aspects of his delivery and/or performance conform to the purpose, as stated in the order or otherwise advised, the relevant legal regulations as set out in the General Terms and Conditions Subsection 2 of these terms and conditions, as well as to authoritative guidelines and directives of responsible bodies, the relevant technical regulations, laws and standards (DIN standards, VDE regulations and the like) including the Machine Safety Code and environmental protection and to the recognised rules of technology. On the day of delivery the goods shall conform to all statutory and official regulations including those stated in the Machine Safety Code and in environmental protection and the Accident Prevention Regulations.

(4) The contractor is liable for ensuring that the goods have the agreed quality upon passing of the risk to us. At least the product descriptions that are a subject matter of the respective contract – in particular through naming or reference in the order – shall apply as agreement on quality.

(5) We shall be unrestrictedly entitled to defect claims even if we have failed to notice the defects at the time of conclusion of the contract as a result of gross negligence.

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- (6) Analysis costs necessary for the purpose of determining whether the delivery conforms to the contractual provisions shall be borne by the contractor.
- (7) The contractor shall renounce the objection of late notification of defects.
- (8) Our commercial obligation to report defects and examine shall be limited to defects that openly come to light during the goods-receipt check through external study of the products and the delivery papers as well as through random checks (e.g. transport damage, incorrect and under-delivery). We are not liable to carry out an examination that leads to damage to, or destruction of, the goods delivered. If acceptance has been agreed, no obligation to examine shall apply. In other respects, it shall depend on the extent to which an examination is feasible in the ordinary course of business, taking account of the circumstances of the individual case. The obligation to report defects discovered later shall remain unaffected. In all cases, a report (notification of defect) by us shall be deemed as immediate and on-time if received by the contractor within two weeks of detection of the defect.
- (9) If defects are determined during the period of liability for material defects, or in the event of failure to adhere to guarantees in terms of the subject matter of the delivery and/or service, we can initially choose between demanding warranty through subsequent fulfilment through repair or replacement delivery, and/or production of a new work. If the contractor fails to comply with his obligation of subsequent fulfilment within an appropriate period set by us, we can remove the defect ourselves and demand compensation from the contractor for the necessary expense or a corresponding cash advance.
- (10) The contractor shall bear all the expenses associated with the subsequent fulfillment or replacement delivery and/or production of a new work especially transport, road, labour and material costs as well as all other ancillary costs. These ancillary costs also include the costs associated with defect detection, disassembly of the defect part and installation of the defective component as well as expert opinion and transport costs. If we opt in favour of subsequent fulfillment this is already deemed as failed after the first unsuccessful attempt. Otherwise we are entitled to the statutory claims.
- (11) The period of limitation for material defects is 3 years.
- (12) The statute barring of our claims for material defects shall be interrupted for as long as the contractor fails to reject our claims finally in writing. Each form of successful or attempted removal of defects shall result in the warranty period starting again for the products concerned by the defect removal.
- (13) In the event of repeated delivery of defective goods, we shall, following prior written warning and renewed occurrence of a defect in successive or outline delivery agreements, be entitled to terminate the contract without adhering to a period of notice.
- (14) In the event of defective deliveries necessitating an overall check beyond the normal scope of a goods-receipt check, the contractor shall bear the corresponding costs.

V. Product liability, indemnification and liability insurance cover

- (1) If the supplier is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties in so far as the cause is within his sphere of influence and organisation and he himself is liable in an external relation.



(2) The supplier undertakes to take out product liability and re-call insurance with a lump-sum level of cover of € 5,000,000.00 for personal/material damage and to provide us with corresponding evidence at any time upon request by us.

VI. Assignment, offsetting and rights of withholding

(1) Assignments as well as other transfers of rights and obligations of the contractor outside of the scope of application of §354 a HGB (German Commercial Code) are excluded. Exceptions shall only be valid with our written consent.

(2) We are entitled to declare offsetting against counterclaims even if the due dates of the reciprocal claims are different or if payment by one party in cash and by the other party by bill of exchange or customer's bill has been agreed.

(3) We shall be entitled to rights of withholding in the statutory scope.

VI. Data processing clause

(1) We are entitled to store and process personal data on the contractor using automatic data processing in accordance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation.

(2) The contractor is obliged to treat all information which he receives through execution of the order as unrestrictedly confidential and to comply with all data protection provisions. This shall not apply for information that was already known to the contractor at the time of receipt or of which he has gained knowledge in another manner (e.g. through a third party without reserve of confidentiality or through own, independent efforts).

VIII. Concluding provisions

(1) Place of performance for all deliveries and services is the place of destination indicated by us in the order.

(2) Place of jurisdiction for all disputes arising from a contractual relation based on these Terms and Conditions of Purchase is our registered office – both for legal action taken by us or against us.

(3) The relations between us and the contractor shall be governed exclusively by the law of the Federal Republic of Germany, subject, however, to exclusion of private international law and the Convention on Contracts for the International Sale of Goods (CISG)

(4) Should individual provisions of these General Terms and Conditions of Purchase be or become invalid, the validity of the other provisions shall remain unaffected. The invalid provision shall be substituted by the legally valid ruling which corresponds as closely as possible to the purpose pursued with the invalid provision.

(5) Subsidiary agreements, amendments or extensions to the contract require the written form. This shall also apply for any amendment or nullification of this agreement.

Werl, 1. October 2020