

1. General information

For our orders exclusively the following General Purchasing Conditions are valid. We only accept General Business Conditions of the supplier, contradictory or deviating from our Purchasing Conditions, if we specifically and in written form do agree. Deviations in the order confirmation also only are valid, if they expressly and in written form are recognized by us. The execution of the order will be deemed to signify acceptance of these Purchasing Conditions. Our Purchasing Conditions also are valid if we accept or pay the delivery/service without reservation even if we know of Purchasing Conditions of the supplier that are contradictory or deviate from ours.

Orders, order confirmations and call-offs – inclusively amendments and supplements - are required to be in written. Verbal agreements of any kind – inclusively additional amendments and supplements of our Purchasing Conditions – for their effectiveness require our written confirmation.

Orders immediately have to be confirmed in written by the supplier. The prices stated in the order are absolute fix prices. If the supplier cannot execute our order or not in the given time or quantity, then he has to contradict within 8 days, otherwise we assume that the order will be executed as placed by us.

Quotations and sampling are free of charge. For drawings, drafts, models, samples, manufacturing guidelines and so on, which we have left with the supplier together with the quotation or for the execution of an order, we reserve us the property- and copyrights. It is not allowed to use them for other purposes, copy them or give them to third parties.

2. Delivery times

The delivery periods and –dates mentioned in the order are binding. Delivery periods commence on receipt of the order. Important for keeping to the delivery period respectively to the delivery date is the correct goods income respectively the proper service as well as the handover of the documentation at the receiving station– respectively – place of use mentioned by us or the punctuality of the successful acceptance.

Delays immediately have to be advised to us, informing us of the reasons and the expected time of delay.

If the supplier is behind the schedule, then we are authorized to put legal claims and specifically after effectless expiring of the deadline we can claim damages instead of service and can require a withdrawal. If we claim compensation, the supplier is entitled to demonstrate that he is not responsible for the violation.

We are entitled to refuse to accept goods, that are delivered prior to the delivery date mentioned in the order, and to return them on invoice and risk of the supplier or to store them with third parties.

The supplier only can claim missing documents, to be provided by us, if the documents have been reminded in written and if he hasn't received them within the agreed schedule.

3. Delivery terms / Incoterms® 2010

3.1 Deliveries will be effected carriage and packing paid to our premises, unless otherwise agreed. Until the delivery (e.g. DAP) all risks of loss or damage of the goods are carried by the supplier as far as the named destination. The confirmation of receipt is to be considered only as recognition that the goods have been delivered, not that the order has been satisfactorily fulfilled.

3.2 If exceptionally a shipment shall be delivered EXW, then the supplier has to consider that we are SLVS waiver customer, given the case the supplier engages a shipping agency after having agreed with us. Normally for an EXW delivery we choose and order the shipping agency.

3.3 All consignments must be accompanied by a packing slip and a delivery slip indicating our order details such as supplier number, order number, article number, article description and individual weight. Partial deliveries have to be described as such and the remnant still to be delivered has to be indicated.

4. Force majeure

Force majeure, interruptions in operations for which we are not responsible, riots, official measures, strike or lockout and other inevitable incidents release us, for the time of their existence, from punctual acceptance. During such incidents, as well as within 2 weeks after their end, we are authorized – notwithstanding our other rights – to withdraw from the contract completely or in part, as far as these incidents are not of irrelevant duration and our need does not considerably reduce due to other purchase required. If the contractor cannot reasonably be expected to execute the order in these cases, the contractor may itself withdraw from the contract.

5. Defect liability for quality and title

5.1 Acceptance takes place subject to the reservation of an examination for faultfreeness, in particular for correctness and completeness, as far and as early this is doable after proper business transaction. Defects immediately will be communicated to the supplier in writing as soon as they are observed in the normal course of business. The supplier renounces the right to object on the grounds of late notification of defects.

5.2 We are entitled to legal claims based on defects. The right to vote between removal of defects and new production (new performance) is entitled to us in every case. The right of damage compensation, specifically the right of damage compensation instead of performance, keeps reserved.

5.3. Given the case the contractor doesn't immediately start to eliminate the defects, we are entitled, specifically to avoid imminent danger or big damages, to eliminate these at the expense of the contractor or to be cleared by third parties.

5.4 The supplier unrestrictedly is responsible for the provision of the deliveries/services and for the deliveries and services required for this purpose.

5.5 Provided between the supplier and us exists a quality management- or other individual agreement, the included regulations become part of the contract.

5.6 The agreed maturity dates of payments accordingly defer in case of delays of delivery or service. We are entitled to require, for the time of delay, an interest rate of our advance payments amounting to 8 percent above the respective basic interest rate of the European Central Bank.

6. Invoices, conditions of payment

Invoices have to be sent to us by separate post, indicating order data in duplicate. Terms of payment commence on the day of invoice receipt, but not before acceptance of the service or before goods income.

Payments do not mean any contractual acceptance of delivery or service. For faulty or incomplete delivery or service, we are entitled, notwithstanding our other rights, to withhold payments on claims of the business relation adequately until the proper performance.

Payment will be made as per agreement, otherwise within 14 days after delivery respectively acceptance of the complete service with 3% cash discount or within 30 days net.

The supplier is not entitled without prior written agreement to assign the claims or to have these collected by third parties. The agreement may not be refused unreasonably by us.

7. Contractual penalty

A forfeited contractual penalty can be claimed by us until the final bill or final payment (§ 341 BGB). It is not necessary for us to state a reservation at the time of acceptance of performance.

8. Secrecy

The business partners agree to treat all commercial and technical details that are not common knowledge and that are disclosed to them in line with the business liaison as trade secret. The supplier only is allowed to refer in the advertisement to the business relationship with us, if we have agreed in written. Production resources produced or provided by us and on our costs, such as drawings, models, samples, templates, matrices and so on are not allowed to be used for deliveries and services to third parties or for own purposes.

9. Protection rights of third parties

The supplier is responsible for the claims that come from the infringement of protective rights and intellectual property rights on contractual use of its deliveries or services. He frees us from all of such claims if he has to represent these.

Claims of third parties we will communicate to the supplier and consult with the supplier as to any judicial or extrajudicial settlement of the claim with third parties.

Is the disposal of the delivery through us affected by existing protective rights of third parties, then the supplier has to require on its costs either the respective permission or to alter or exchange the affected parts of the delivery in that way, that the disposal of the delivery is not in contradiction with the protective rights of third parties and at the same time corresponds with the contractual agreements.

10. Product liability

As far as the supplier is responsible for a product damage, he inasmuch is obliged to free us from claims for damages or third parties at first request, if the reason lies within its sphere of control and organisation and he himself is externally liable.

In this context the supplier is obliged to pay possible expenses resulting from or in connection with a recall campaign conducted by us. Content and extent of the recall campaigns are communicated to the suppliers – as far as possible and reasonable – and he will get the chance for a statement. Other legal recourses remain unaffected.

The supplier obliges to maintain – in general – a product liability insurance with coverage of EUR 10 Mio. per damage to person/property. Given the case further claims of damage correspond to us, then they remain unaffected. On request the supplier has to provide us with a copy of the valid insurance contract.

11 Safety, environmental protection

Deliveries and services have to be up to the legal provisions especially to the safety- and environmental protection provisions inclusively to the regulation of dangerous substances, the ElektroG, REACH, RoHS and the safety recommendations of the responsible German specialized committees, e.g. VDE, VDI, DIN. Appropriate certificates, test certificates and proofs have to be supplied free of charge.

The supplier is obliged to find out the current status of the guidelines and laws applying to his components regarding material restrictions and to keep to them. The supplier is obliged not to use prohibited substances. Prevention- and dangerous substances as per the valid legislation and guidelines have to be stated on the specifications by the supplier. If any, the safety data sheets have to be handed over together with the goods supplied in German and English.

The supplier is obliged within the framework of safety regulations

and referring to the whole supply chain, to engage most reliable and trustworthy partners if possible with AEO-certificate. The same is valid for his own safety standards.

12. Withdrawal

The supplier suspends his payments or becomes the insolvency proceedings about his fortune or applies for a legal insolvency proceedings out of court, we are authorized to withdraw from the contract. If the supplier only temporarily has suspended his payments then we also can withdraw from the contract/order after setting a deadline.

13. Severability clause

If the regulation of these conditions and the additional agreements reached should be or get ineffective, then the validity of the other conditions as well as the validity of the contract being based on it, is not touched as for the rest through this. The contracting parties are obliged to replace the ineffective regulation by a regulation, if possible, equalling in the economic success.

14. Applicable law

The regulations of the German Civil Code (BGB) and the German Commercial Code (HGB) with the express exclusion of the UN Purchase Law, apply.

15. Place of performance/Place of jurisdiction

The place of performance for deliveries and services is the intended destination.

The exclusive place of jurisdiction is the court competent for our place of business. We however are entitled to bring suits at the registered office of the supplier.

