

## General Terms and Conditions of Purchase

### 1 Preamble

The Purchaser's Terms and Conditions outlined below shall apply for any and all contracts between the Purchaser and the Supplier for the supply of goods and performance of services. They shall also apply to all future business transactions, even if the latter might not be expressly agreed upon again at a later time. Any deviating terms and conditions on the part of the Supplier not explicitly recognized by the Purchaser shall not be binding for the Purchaser, even if the Purchaser does not expressly object to them. The Purchaser's Terms and Conditions shall also apply if the Purchaser accepts the Supplier's delivery without any reservation despite being aware of conflicting conditions or terms and conditions differing from its own.

### 2 Order and confirmation of order

2.1 We shall be entitled to revoke the order in writing if the Contractor fails to provide written acceptance of the order within two weeks following its receipt (confirmation of order).

2.2 Any modifications or additions to the order shall only be valid if they have been confirmed by us in writing.

2.3 The Contractor shall perform its deliveries and services free from any third-party rights.

### 3 Prices

3.1 The prices stated on our orders are fixed prices exclusive of VAT and shall be free domicile including packaging and transport insurance unless otherwise agreed.

3.2 If, in exceptional cases, prices have not been agreed upon at the time of order placement, the Contractor shall submit any missing information for approval without delay later on. The prices shall only become valid following approval, that is, following release of the order.

### 4 Delivery time

4.1 The timeliness of deliveries shall be determined based on receipt of the goods at the point of reception indicated by us, or for deliveries involving installation or assembly or for services respectively by their date of acceptance by us.

4.2 Should the Contractor fail to meet our delivery dates, the Contractor shall pay lump-sum damages in the amount of 0.5 % of the agreed order value for each full week of delay as a penalty without us being required to prove any damage incurred, up to a maximum of 5 % of the order value. This shall apply only if the Contractor is responsible for failing to comply with the delivery date.

4.3 Where a delay of a delivery or services can be anticipated, we shall be notified immediately.

### 5 Transfer of risk and shipping

5.1 For deliveries involving installation or assembly as well as for services, the risk shall be transferred at the moment of receipt at the point of reception indicated by the Customer.

5.2 Normally, delivery is arranged free to the Customer. Shipping and handling including customary packaging shall be borne by the Contractor. Where prices are quoted ex works or ex Contractor's warehouse, shipment is to be made at the lowest possible cost in any given case, unless a particular mode of transport has been specified by us. Any additional costs incurred by not observing shipping instructions shall be at the Contractor's expense. Extra costs for express shipment which might be required to meet delivery date shall only be borne by the Contractor if the consignment has been ordered in good time and if the need to arrange accelerated transportation would not have arisen if the order had been processed in a timely manner.

5.3 Each consignment shall be accompanied by a packing slip or delivery note specifying its content and indicating the relevant full purchase order number. A notice of dispatch indicating the same details is to be provided immediately.

5.4 For deliveries directly made to one of the Customer's customers or subcontractors, the delivery note is to indicate clearly that shipment is made on behalf of the Customer.

### 6 Invoices

Invoices must indicate the relevant purchase order numbers as well as the number of every single item. Invoices shall not be paid as long as these details are missing. Copies of invoices shall be marked as duplicates.

### 7 Payment

7.1 Unless otherwise agreed, payment shall be made

- within 14 days with a 3% cash discount,
- or within 30 days net.

7.2 The payment term shall commence as soon as the delivery or service has been fully completed and following receipt of the properly issued invoice. Cash discount shall also be permitted in the event that claims are offset or that a reasonable portion of payments is withheld by us due to defects; in this case, the payment period shall commence upon complete rectification of such defects, if any.

7.3 Payments shall not imply that we acknowledge any deliveries or services as in line with the contract.

### 8 Liability for defects

8.1 The Contractor shall be required to provide a warranty for its goods and services. All goods and services shall comply with the generally recognized rules of engineering as well as with the health and safety as well as accident prevention regulations laid down in EN standards, DIN standards, VDE requirements and other technical rules and regulations.

8.2 Any warranty claims shall lapse after 2 years from the transfer of risk if the Contractor has fraudulently concealed the defect. For building structures and items which have been used for a building in accordance with their customary manner of use and have caused this building to be deficient, the warranty period shall expire after 5 years.

8.3 For deliveries to sites where orders are executed outside our works or workshops by us, the warranty period shall commence upon acceptance on our part or by our duly authorized representative.

Any intermediate checks or final inspections performed either by us and/or the Contractor shall not release the Contractor from its liability for defects.

8.4 If defects are discovered before or at the time of the transfer of risk or occur during the warranty period, the Contractor shall, at the discretion of the Customer and at its own

expense, either rectify the defects or effect a replacement delivery or service which is free from defects. This provision shall also apply for deliveries which have merely been subjected to spot checks.

8.5 To the extent that the Contractor is responsible for a product defect, the Contractor shall be obliged to hold us harmless from any third-party claims for damages at first request provided that its cause lies within the Contractor's range of control and organization and that the Contractor itself is liable in relation to third parties. In this context, the Contractor shall also be obliged to provide reimbursement for any expenses pursuant to sections 683, 670 BGB (German Civil Code) arising from or associated with a product recall caused by the Contractor, provided that the claim in question does not arise from sections 830, 840 BGB in conjunction with sections 426, 254 BGB. We will advise the Contractor of the nature and scope of the recall measures to be performed - to the extent practicable and reasonable - and provide it with the opportunity to respond.

8.6 Should the Contractor fail to rectify the defect(s) or to perform the replacement delivery or service within a reasonable deadline to be fixed by us, we shall be entitled

- to withdraw from the contract wholly or partially without compensation; or
- to demand a reduction in price; or
- to undertake or arrange for the remedial measures or replacement delivery ourselves at the Contractor's expense; and
- to claim compensation for non-performance or refund of futile expenditures.

The same applies if the Contractor declares itself unable to perform the rectification of defects or replacement delivery or service within a reasonable time frame.

8.7 Defects can be rectified at the Contractor's expense without setting a deadline if delivery is made after a default in delivery has occurred and if immediate rectification is in our best interest in order to avoid any default of our own or for other urgent reasons.

8.8 Notices of defects can be given within 10 workdays after delivery or performance of the service or, if the defects are only detected upon handling, processing or putting the goods to use, from the moment the defects are discovered.

8.9 The aforementioned provisions shall also be valid for the performance of any activities related to the rectification of defects.

8.10 The Contractor shall bear the costs and assume the risks associated with returning defective items.

### 9 Provision of material

9.1 Any material provided by us shall remain our own property and is to be stored, marked and managed separately free of charge. It may be used solely for orders placed by us. The Contractor shall compensate us for any deterioration or loss of such material. This provision shall also be valid for invoiced provision of material allocated to a particular order.

9.2 The material shall be processed or modified for us. We shall become the immediate owners of the new or modified item. Should this not be possible for legal reasons, the parties to the contract are in agreement that we will become the owners of the new item at all times during processing or modification. The Contractor shall keep the new item safe for us at no charge and in so doing shall exercise the diligence and care of a prudent businessman.

### 10 Tools, molds, designs, confidentiality etc.

Any tools, molds, designs, models, profiles, drawings, standard specification sheets, print templates etc. as well as any objects derived therefrom may neither be passed on to any third parties without our written approval nor used for any other purposes than those provided for under the contract. They shall be safeguarded against unauthorized inspection or use. Without prejudice to any further rights, we shall be entitled to demand that such material be returned if the Contractor is in breach of these obligations.

The Contractor shall refrain from disclosing any information obtained by us to any third parties, unless it is already in the public domain or has been lawfully obtained by him otherwise.

### 11 Assignment of claims

Assignment of claims shall be admissible only subject to our written consent.

### 12 Severability clause

Provided that the order terms do not contain any provisions related to a particular situation, the statutory provisions shall apply.

### 13 Third-party property rights

13.1 The Contractor shall be liable for ensuring that the items delivered to us and their use by us will not harm any third-party patents or other proprietary rights both in Germany and abroad.

13.2 Should a third party assert a claim against us with on the grounds of an infringement of a proprietary right, the Contractor shall be required to hold us harmless from such claims at first request. This indemnity obligation shall cover any expenses on our part that can be expected to arise from or in connection with such a claim made by a third party.

### 14 Place of jurisdiction, applicable law

14.1 The place of jurisdiction for any dispute which might arise from this contract shall be the competent court for our registered office. However, we also reserve ourselves that right to bring proceedings in courts at the Contractor's place of business.

14.2 Our contractual relationship and the orders passed in this context shall be subject to the law of the Federal Republic of Germany. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, CISG, as of April 11, 1980.