

Standard purchasing terms and conditions:

I. General provisions

1. Our standard purchasing terms and conditions shall apply exclusively to our orders. We will not accept supplier terms to the contrary or which deviate from our standard purchasing terms and conditions unless we expressly accepted them in writing.
2. Even without a separate agreement, our standard purchasing terms and conditions shall apply likewise to all future purchases without requiring us to refer to them in each individual case, and even if we accept the delivery without reservation with knowledge of supplier terms to the contrary or which deviate from our standard purchasing terms and conditions.
3. All orders and agreements as well as their supplements or amendments must be put into writing for documentation purposes.

II. Supplier offer, order, documents

1. Offers made by the supplier shall be at no charge to us not legally binding.
2. The supplier is obliged to confirm our order in writing without delay. We are entitled to withdraw from the order if we do not receive written confirmation within 5 days of the order date.
3. We reserve all property and copyrights in information - including in electronic form - illustrations, drawings, calculations and other documents. These documents may be used exclusively for production in accordance with our order. They shall be kept confidential and be returned voluntarily after the order has been completed. In addition, the provisions on confidentiality in Section XI. 5 of these standard purchasing terms and conditions shall apply.
4. We may demand changes to the delivery item with regard to quantity, model and quality to the extent this reasonably acceptable to the supplier. In such case, the effects, in particular with regard to additional and reduced costs as well as delivery dates, are to be settled appropriately by mutual agreement.

III. Prices, terms of payment

1. The price indicated on the order shall be binding without consideration of possible currency fluctuations and does not include the statutory turnover tax in case of domestic suppliers. The price shall include delivery "carriage paid" ("DDP Incoterms 2010" for import transactions) including packaging, transport and insurance. The supplier shall make arrangements for appropriate transport insurance of the goods. Return of the packaging requires a separate, individual agreement.
2. We will be able to process invoices solely if they contain the order number stated on our order, the order date and the VAT number. The supplier shall be responsible for all consequences of non-compliance with this obligation.
3. We will pay the purchase price net within 30 days, calculated from delivery and invoice receipt. Alternatively, we may pay within 14 days with a 3% cash discount. This is without prejudice to individually agreed payment terms.
4. In deviation from statutory provisions, we will pay interest on arrears in the amount of 5 percentage points above the base rate in case of default in payment.

IV. Delivery, delivery time, delivery delay

1. Delivery shall be made in accordance with above Section III.1, sentence 2. In case of required customs clearance, the selection of a forwarding agent shall be coordinated with us in good time.
2. Delivery times, deadlines and periods on the order shall be binding. Default commences without a reminder.
3. Partial deliveries are permissible solely with our express prior consent.
4. In case of a delay in delivery, we shall be entitled, at our discretion, to withdraw from the contract, procure replacement from a third party and/or demand compensation for non-performance after an appropriate grace period has expired without results or, in compliance with statutory exceptions, without a grace period. In case of delay in delivery, we shall also be entitled to demand a contractual penalty of 0.5% of the value of goods to be delivered for each completed week of delay, however not more than a total of 5% of the value of goods to be delivered. This shall be without prejudice to the assertion of additional damages; however the contractual penalty shall be taken into account in the event of a claim for damages. We undertake to declare the retention of a contractual penalty to the supplier at the latest within 10 days, calculated from receipt of the delayed delivery. We are entitled to assert a claim for the contractual penalties in addition to performance.
5. If the supplier becomes aware of circumstances that will presumably prevent it from making a delivery in the agreed quality on schedule, the supplier must inform our ordering department without delay.
6. Quantities, weights and measures as well as completeness of the delivery shall be as determined by our incoming goods inspection, subject to the reservation of other documentation.

V. Transfer of risks, documents, shipping

1. The supplier is obliged to precisely state our order number and article number on all shipping documents and delivery notes. If it fails to do so, we will not be responsible for delays in processing. The supplier shall be liable for any resulting damages. Our shipping addresses can be found on the order. Goods are accepted exclusively from Monday to Thursday 8:00am to 4:30pm and Friday 8:00am to 2:00pm. Delivery must be coordinated with us at least one (1) workday in advance.
2. The supplier shall bear the risk of accidental loss or deterioration of the goods until the goods have been received by the receiving office identified by us.
3. We shall be entitled to refuse to accept goods that are delivered before the delivery date identified on the order, and to return them or store them on the premises of a third party for account and at risk of the supplier.

VI. Inspection for defects, warranty, quality requirements

1. We are obliged to inform the supplier within 10 workdays after defects of the contractual object have been identified in the normal course business. The supplier waives the right of late notice of defects in this regard. Our obligation to inspect for and give notice of defects shall be limited to inspection of quantitative information on the respective delivery note and to transport damages visually recognizable upon delivery (visual defects).
Otherwise, the obligation to inspect for and give notice of defects is waived and the supplier expressly waives the objection of improper notice of defects pursuant to § 377 HGB [German Commercial Code].

Payments made by us do not constitute an acknowledgement of freedom from defects.

2. The supplier is obliged to provide the contractual objects free of defects. In particular, it shall ensure that the contractual objects comply with the state of the art, generally accepted technical safety regulations of authorities and professional associations and are in accordance with the relevant regulations.
3. The statutory provisions on material defects and defects of title shall be applied unless provided otherwise in the following.
4. We are fundamentally entitled to the right to choose the type of supplementary performance. The supplier may refuse the type of supplementary performance chosen by us if it can solely be achieved with disproportionately high costs.
5. In case the supplier fails to begin with the remedy of defects immediately after our request to do so, we shall be entitled to remedy the defects ourselves or to have them remedied by a third party at the expense of the supplier in cases of urgency, in particular to prevent serious risks and higher damages.
6. In case of defects of title, the supplier shall also indemnify us from possible third-party claims unless it is not responsible for the defect of title.
7. Except in cases of fraudulent intent, claims for defects shall lapse after 3 years unless the object has been used, in accordance with its common use, in a building or structure and thereby caused it to be defective. The limitation period shall start upon delivery of the contractual object (transfer of risks).
8. The warranty period for contractual objects that could not remain in operation during inspection and/or elimination of the defect is extended by the duration of the interruption in operations.
9. The limitation period is restarted in cases of exchange or if an improved contractual object has the same defect or a defect is caused by defect elimination.
10. The supplier shall bear any additional costs incurred by us as a result of defective delivery of the contractual object, in particular costs of transport, travel, labour, installation, removal, material or incoming goods control that exceeds normal amounts.
11. Other claims asserted by us for breach of contract or breach of other obligations shall remain unaffected.

VII. Supplier regress

1. In addition to claims for defects, we are entitled to the statutorily defined recourse claims within a supply chain (Recourse of the entrepreneur pursuant to §§ 478, 479 BGB) without restrictions. In particular, we are entitled to demand the supplier to perform the type of supplementary performance (rectification or replacement) we owe to the purchaser in a specific case. This shall be without prejudice to our statutory right of election (§ 439 (1) BGB).
2. Our claims based on supplier regress shall also be valid if the goods have been processed before they were sold to a consumer or by us or one of our purchasers, e.g. by installing them in another product.

VIII. Product liability, indemnity, liability insurance cover

1. The supplier shall indemnify us upon first request from third-party claims for damages, to the extent it is responsible for a product defect.

2. To the same degree, the supplier shall also be obliged to refund any expenses resulting from or in connection with recalls, warnings or other measures carried out by us required to prevent safety risks. We will inform the supplier upon request about the contents and extent of the measures to be carried out, to the extent this is possible and reasonable, and give it the opportunity to provide a response.
3. The supplier shall cover its liability risks by taking out and maintaining adequate product liability insurance, the insured sums of which should reflect the extent of business relationships as well as the specific liability risk. Upon request, the supplier must provide us documentation of the principle details of the insurance cover (scope of cover and coverage level). The supplier shall inform us about changes in the insurance coverage without need of a request to do so.

IX. Force majeure, insolvency, inability to pay

1. We shall be entitled to withdraw from the contract in whole or in part in case of force majeure, trade disputes, malfunctions for which we are not responsible, official measures and other inevitable events, to the extent they result in a considerable reduction of our need.
2. If one of the parties ceases its payments or if insolvency proceedings with regard to its assets or judicial or extrajudicial settlement proceedings are applied for, the respective other party shall be entitled to withdraw from the contract for the part that was not fulfilled.
3. In case of the supplier's inability to pay, we shall be entitled to withhold adequate security - however, at least 10% of the purchase price - until expiry of the limitation period.
4. The supplier shall transfer its warranty claims as against its upstream suppliers to us. We are entitled to disclose this transfer in case of insolvency of the supplier.

X. Property rights

1. The supplier warrants that the contractual products do not infringe trademark or brand rights, copyrights or other industrial property rights (including trade secrets) of third parties. If a third party asserts a claim against us for use or possession of the delivered goods, the supplier shall be obliged to indemnify us from these claims upon first written request.
2. The indemnity obligation of the supplier shall relate to all expenses incurred by us from or in connection with third-party claims towards us.
3. The limitation period for claims described in this section shall be 10 years commencing upon conclusion of the respective supply contract.

XI. Retention of title, provision, tools, secrecy, spare parts

1. We will not object to a simple retention of title that is expressly requested by the supplier. The supplier shall be entitled to retention of title requested by it if this will expire upon payment of the remuneration agreed for the delivered object (reserved goods) and we are furthermore authorized to resell and process in the ordinary course of business. We will object to any extended retention of title or group clauses.
2. Tools within the meaning of these standard purchasing terms and conditions are tools of all sorts, in particular punching and cutting tools, prototypes, injection moulds, press moulds, gravity dies, models, swages, measuring equipment, etc.
3. To the extent we provide tools to the supplier, tools so provided shall remain our property and must be marked as such by the supplier.

The same shall apply if the supplier uses tools for our present or future orders for which we have made an agreement to pay the production costs. The tools shall become our property after purchase or production by the supplier. All production drawings required for production of the tools shall be part of the scope of delivery. As a substitute for transfer, the supplier may store the tools for us free of charge and/or use them. The supplier shall maintain the tools at its own expense and to replace them, if required, during the period of use. With the transfer of ownership, we also acquire the right to remove the tools at our discretion.

4. The supplier shall be obliged to use the tools exclusively for production of the goods ordered by us as well as to insure them at its own expense at their value as new against fire, water and theft damages. The supplier shall perform required maintenance work at its own expense in a timely manner.
5. The supplier shall be obliged to keep all illustrations, drawings, calculations and other documents and information received by it strictly confidential. They may be disclosed to third parties solely with our prior written consent. This non-disclosure obligation applies in particular to design results and production processes obtained in this regard. The supplier shall impose the same confidentiality obligations on its sub-suppliers to the extent this necessary. The confidentiality obligation shall also apply after performance of the contract and shall not expire until these documents and information enter the public domain.
6. The supplier must neither use for itself nor make available to third parties any products that have been produced on the basis of documents, models, devices or other indications made or commissioned by us.
7. The supplier shall be obliged to deliver spare parts for the period of expected technical use, however at least for another 15 years after delivery. If the supplier ceases to produce spare parts, it shall be obliged to give us opportunity in writing to make a last order and/or to hand over to us upon request all devices and documents required for production of the spare parts and to grant us the right to their use free of charge.

XII. Place of performance, jurisdiction, applicable law

1. The place of fulfilment is the registered office of the member of our corporate group placing the order concerned.
2. To the extent the customer is a merchant, a legal entity under public law, or a public sector fund, the court at the place of our registered office shall be responsible for all disputes arising from or in connection with contracts.
3. However, we shall also be entitled to seize the state courts that are responsible for the place of the registered office of the supplier.
4. All contracts concluded under these terms shall be subject to German law, subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

XIII. Offset and retention rights, scope and amendment of these standard purchasing terms and conditions and of the corresponding contracts, data processing

1. The supplier shall be entitled to offset or retention rights solely with regard to claims that are undisputed or have been finally determined by a court.
2. These standard purchasing terms and conditions supersede older versions in full. If individual provisions are invalid, this shall not affect the validity of the remaining provisions.

This shall also apply to the validity of the contracts concluded on the basis of these terms. This shall not apply if adherence to the contract would constitute an undue hardship for one of the parties.

3. We and our affiliated companies shall be entitled to store and process data in connection with business transactions in accordance with German statutory provisions.