

## § 1 - Applicability -

1. Our general terms and conditions of purchase at hand shall only apply in relation to entrepreneurs as defined in § 310 of the German Civil Code (BGB).
2. All agreements between us and our contracting partner, all of our written orders, ancillary agreements and undertakings shall only be valid if made in writing or by email or confirmed by us. Should these be submitted by our employees or representatives, these shall not become effective until submission of our confirmation in writing or by email. To this extent, the power of attorney granted to our employees or representatives is restricted.
3. Also, without our objection, commercial confirmation letters of our contracting partner shall not lead to a contract coming into existence with contents that deviate from our order and other declarations submitted in writing or by email.

## § 2 - Offer and conclusion of the contract -

1. Should our contracting partner not accept our orders within eight days of receipt, we shall no longer be bound by the order.
2. All agreements between us and our contracting partner, all of our orders, ancillary agreements and undertakings shall be set out in writing, even if these take place after conclusion of the contract. Should these be submitted by our employees or representatives, these shall not become effective until submission of our written confirmation. To this extent, the power of attorney granted to our employees or representatives is restricted.
3. Also without our objection, commercial confirmation letters of our contracting partner shall not lead to a contract coming into existence with contents that deviate from our order and other declarations submitted in writing or by email.

## § 3 - Delivery and transfer of risk -

1. Unless otherwise agreed, the delivery of our contracting partner shall take place free to our address or to the agreed place of receipt, inclusive of all ancillary expenses and packaging. Any disposal costs in respect of the packaging shall be borne by our contracting partner.
2. The performance and price risks shall not be transferred to us until receipt of the goods at our premises or at our named place of receipt or until acceptance of the service by us or by our named place of receipt.

## § 4 - Payment -

Our payments shall take place within 14 days with the deduction of a 3% discount, within 30 days with the deduction of a 2% discount or within 60 days net, unless otherwise agreed. The specified deadlines shall apply from the time of receipt of the goods or receipt of the invoice, whichever is the later of these times. Should delivery times or deadlines be agreed, then in case of earlier deliveries, the payment deadlines shall not be calculated from the time of receipt of the goods, but from the intended date of delivery.

## § 5 - Delivery dates, call ups -

1. The agreed delivery and call up dates and deadlines shall be binding. These shall be calculated from the date of our order. Should the risk of delivery delay exist on the part of our contracting partner, regardless of reason, we must be immediately informed of such in writing and proof of the reasons for and expected duration of the delay must be provided.
2. Our delivery call-ups shall become binding at the latest if our contracting partner does not object to these immediately after receipt.

## § 6 - Right of inspection -

Following the provision of prior notice of 3 working days, we shall be entitled to check or have checked the ordered items at any time at the factory of our contracting partner during normal business hours. The result of the said inspection shall not release our contracting partner from their liability for defects.

## § 7 - Assignment -

The assignment of claims against us shall only be permitted with our written agreement.

## § 8 - Set off, right of retention -

Under the statutory requirements, we shall always be able to set off with counterclaims to which we are entitled or assert a right of retention.

## § 9 - Liability for defects -

1. We shall only be required to provide an immediate complaint in relation to our contracting partner in respect of defects that are obvious, that are easily identifiable without an inspection or that were recognised by us. Otherwise, § 377 of the German Commercial Code (HGB) shall not apply.
2. The liability of our contracting partner in relation to us for defects shall be in accordance with the statutory regulations. In particular, the limitation period for claims due to defects in relation to movable objects shall be two years.
3. Our contracting partner hereby now assigns to us its warranty claims (claims due to liability for defects) to which it is entitled against third parties, suppliers or sub-contractors in connection with the manufacture, delivery or performance of the deliveries or services purchased by us. By means of the said assignment, the contracting partner's own liability for defects shall be neither excluded nor restricted. However, we shall be obliged to reassign the corresponding claims to our contracting partner, if and to the extent that our contracting partner fulfils the obligations in relation to us connected to defects by itself.
4. Following a request by our contracting partner, we shall be obliged at all times to make the necessary or prudent declarations in relation to third parties, suppliers or sub-contractors of our contracting partner that are necessary to assert or safeguard the assigned claims or to carry out any necessary or prudent co-operation actions.

## § 10 - Damages due to delay, damages in lieu of full performance

1. Should our contracting partner enter default in respect of the delivery, they must pay fixed delay compensation to the amount of 0.5% of the contractual price of the parts of the delivery or service concerned for each completed week of delay; however, the penalty shall be limited to a total of 5% of the contractual price. However, our contracting partner shall reserve the right to provide proof that we did not actually suffer a loss as a result of the delay or that the loss incurred was lower. Our right to assert higher losses that were actually incurred shall remain reserved. Our additional statutory rights in case of delivery delay shall also remain unaffected.

2. In all cases in which we are entitled to damages in lieu of performance, we shall be able to demand 20% of the contractual price of the parts of the delivery or service concerned as compensation without proof, unless our contracting partner provides proof that we did not suffer a loss or that the loss incurred was lower. Our right to assert higher losses that were actually incurred shall remain reserved.

## § 11 - Producer liability -

1. Our contracting partner shall release us from all damage claims that third parties assert against us due to the regulations concerning unlawful acts, product liability or under other regulations due to errors or defects in respect of the goods manufactured or delivered by us or our contracting partner, if such claims would also be substantiated against our contracting partner or if they are no longer substantiated merely due to the limitation period having expired. Under the above conditions, our contracting partner must also release us from the costs of the legal disputes that are brought against us due to such claims.
2. Should the asserted claims also be substantiated against us or no longer substantiated due merely to the limitation period having expired, a pro rata release claim on our part against our contracting partner shall exist, the scope and amount of which shall be in accordance with § 254 of the German Civil Code (BGB).
3. Our release and damage claims in accordance with §§ 437, 440, 478 of the German Civil Code (BGB) or for other legal reasons shall not be affected by the regulations above.

## § 12 - Property rights -

Our contracting partner hereby provides a guarantee that no third party rights, in particular patents, utility models, property rights, trademarks, configurations, business and operating secrets as well as other property rights and copyright are being infringed by the goods delivered by them and their use. Our contracting partner shall release us from all third party claims connected to any breaches of such rights. In addition, our contracting partner shall assume all costs incurred by us as a result of third parties asserting a breach of such rights and that are connected to our defence of such claims.

## § 13 - Processing materials, forms and work tools, documents, secrecy

1. Work tools and forms, processing materials, models, samples, drawings, images, calculations, matrices, templates and other manufacturing materials, as well as production materials that we make available to our contracting partner or pay for shall remain or become our property. Should payment by us for the above-mentioned types of object be intended, the ownership shall be transferred to us immediately at the time of manufacture, whereby it shall be agreed that our contracting partner will store the objects for us from this time. Our contracting partner shall be obliged not to make such objects accessible to third parties in any form without our express permission. For each instance of culpable breach of the above obligations, our contracting partner shall be obliged to pay a contractual penalty to us, which shall amount to 8,000.00 € in each individual case.
2. Our contracting partner shall incur liability for loss, damage or unauthorised use of documents of objects as defined in Number 1 above, whereby the contracting partner must otherwise immediately return these following completion and performance of an order without a specific request needing to be issued.
3. The contracting partners shall be mutually obliged to treat all commercial and technical matters of the respective other side that are not obvious and of which they became aware in the course of the co-operation in the same way as their own business secrets and to maintain absolute confidentiality in relation to third parties in respect of these. For each instance of culpable breach of the above obligations, the contracting partners shall be obliged to pay a contractual penalty to us, which shall amount to 8,000.00 € in each individual case.
4. Our contracting partner shall not be permitted to duplicate all experiences, documents, technical and commercial matters, formulas or other manufacturing regulations of which it became aware in the course of the co-operation with us and shall not be permitted to use these for purposes other than the contractual working relationship with us. For each instance of culpable breach of the above obligations, our contracting partner shall be obliged to pay a contractual penalty to us, which shall amount to 8,000.00 € in each individual case.
5. Without our express permission, our contracting partner shall be obliged not to inform third parties of the contracts concluded between itself and us or to disclose the contents of such agreements. In particular, our contracting partner shall be obliged to maintain secrecy in respect of the prices, ordered quantities, models or other terms and shall not use our company name within the framework of its advertising without our express permission either. For each instance of culpable breach of the above obligations, our contracting partner shall be obliged to pay a contractual penalty to us, which shall amount to 8,000.00 € in each individual case.

## § 14 - Place of performance, place of jurisdiction, applicable law -

1. The place of performance and exclusive place of jurisdiction for deliveries, services and payments, including claims connected to cheques and bills of exchange, as well as for all disputes arising between the parties shall be Velbert, Germany. However, we shall also have the right to bring a lawsuit against our contracting partner before any other competent courts in accordance with §§ 1 2 ff of the German Code of Civil Procedure (ZPO).
2. The business relationships between the parties shall be regulated exclusively in accordance with the laws that apply in the Federal Republic of Germany to the exclusion of international sales laws, in particular the United Nations Convention concerning the International Sale of Goods and other international treaties concerning the standardisation of sales laws.