

# General Terms & Conditions

## A. Conditions of purchase

### I. Relevant conditions

These conditions of purchase apply to all business transactions with suppliers. Contrary conditions and terms & conditions do not apply unless specified in these conditions.

### II. Ordering

#### 1.

An order is considered placed when it is provided in writing and signed by us. We only consider orders placed verbally or over the telephone binding once we have confirmed them by sending a written order retrospectively. Drawings and tolerance specifications provided by us in individual cases are binding.

#### 2.

Order acceptances must be confirmed to us with a signature on the copy of the order within two weeks of placing the order; otherwise, we are entitled to cancel the order.

#### 3.

Deviations in quantity and quality compared to the text and contents of our order, and later contractual changes, are only considered to be agreed once we have confirmed them explicitly in writing.

#### 4.

Drawings, tools, samples, models, brands and designs or similar, as well as finished products and semi-finished products handed over by us or manufactured on our behalf remain our property and may only be supplied to third parties with our explicit written approval. Unless otherwise agreed in individual cases, these must be returned to us without delay as soon as the order is complete and without us having to request it. Products manufactured or featuring these types of tooling, brands and designs may only be supplied to third parties with our explicit written approval.

### III. Delivery deadlines

#### 1.

The agreed delivery times and deadlines are binding. They begin from the order date. The goods must have been received by the reception centre specified by us within the delivery time or by the delivery deadline. If delays are to be expected, the supplier must inform us of this immediately and obtain our decision on keeping the order. If the guaranteed delivery times/deadlines are not adhered to, the supplier takes on the receivables claimed from us, such as contractual penalties, costs for interruptions to assembly, etc. without limit to the maximum amount and without benefit of discussion, or we are relieved of liability.

#### 2.

If the supplier is in default, we are entitled to claim for damages, to demand a contractual penalty of 5% of the net order value per started week and/or delivery, and/or to withdraw from the contract. The contractual penalty imposed is credited towards claims for damages.

#### 3.

We are not obliged to accept the item until the delivery deadline has passed.

### IV. Delivery/packaging

#### 1.

The supplier pays the delivery costs and the delivery is carried out free of charge to the reception centre specified by us. If we have to pay freight charges in exceptional conditions, the supplier must select the mode of transportation specified by us, or otherwise, the cheapest mode of transportation and delivery for us.

#### 2.

Risk is not transferred to us until the item has been accepted by our reception centre.

#### 3.

Packaging is included in the price. If otherwise agreed, the packaging must be invoiced at cost price. The supplier must select the packaging specified by us and ensure that the packaging protects the goods from damage. At least 2/3 of the calculated value must be credited if sent back. The supplier is responsible for the stability of the pallets until received by us. If pallets have to be repacked, we reserve the right to deduct an allowance of €100.00 per pallet for working time from the supplier's invoice.

### V. Documentation

#### 1.

Invoices, delivery notes and packing slips must be enclosed in duplicate with every delivery. These documents must contain the following:

- Order number
- Quantity and unit of quantity
- Gross, net and, if necessary, calculated weight
- Item designation with our item number
- Remaining quantity for partial deliveries

#### 2.

For freight shipments, a dispatch note must be transferred to us separately on the day of sending.

### VI. Prices

#### 1.

Unless otherwise specified explicitly, the agreed prices are fixed prices as long as the supplier does not reduce their applicable prices in general.

2.

The supplier will not give us worse prices and conditions than other customers if and as long as they provide the supplier with the same prerequisites or prerequisites of equal value.

#### **VII. Invoice/payment**

1.

Invoices must be produced separately for each order. Payment will only be made upon complete receipt of faultless goods or once the service has been provided completely and faultlessly, and once the invoice is received. This applies accordingly to partial deliveries. Delays due to incorrect or incomplete invoices do not affect any discount deadlines.

2.

Supplier claims against us may only be assigned to third parties with our approval. Payments are only made to the supplier.

#### **VIII. Guarantee/warranty/complaints**

1.

The supplier is obliged to ensure that the goods, including their design and presentation, meet our specifications. Our order is fulfilled professionally and properly in accordance with the latest technological advancements.

2.

If faulty goods are supplied, we will grant the supplier the opportunity to rework or re-supply. The goods must not have any contamination, in particular, any fittings ordered must not be contaminated on the inside or outside. Contamination means faulty goods and therefore are considered defects.

3.

If the supplier cannot carry out the rework or re-supply the goods, or if they are unable to comply with this without delay upon request and after setting a deadline, we are entitled to send the goods back at the supplier's risk, as well as to cover ourselves in a different way. If the goods supplied do not meet the contractually agreed quality, quantity and equipment, we are entitled to make covering purchases. In this case, the supplier agrees that we will offset any purchase price differences against outstanding payments to the supplier. After informing the supplier, we are always entitled to perform the rework ourselves or to have this performed by third parties. The supplier is liable for costs incurred for this.

4.

Unless otherwise specified, the warranty is aligned with the legal regulations.

#### **IX. Manufacturer's liability**

If there are defects on the goods and these are the fault of the supplier, they will relieve us of the manufacturer's liability resulting from this insofar as they would be directly liable.

#### **X. Industrial property rights**

The supplier is liable for ensuring that the goods that they supply and the use of these goods do not infringe any patents or other industrial property rights of third parties. The supplier indemnifies us and our customers from all claims arising from the use of these industrial property rights. This does not apply if the supplier has manufactured the goods supplied based on the drawings, models or other descriptions that are similar to these, or instructions that we provided to them and does not know that industrial property rights are therefore infringed, or cannot know this due to the products that they manufacture.

#### **XI. Force majeure**

War, civil war, export restrictions or trade restrictions due to a change in political circumstances, strikes, lockouts, operational downtimes, business constraints and similar events that make fulfilling the contract impossible or unacceptable for us are considered force majeure and relieve us of the obligation of timely acceptance for the duration of these events. The contractual partners are obliged to inform each other of these and to adjust their obligations in good faith according to the changed conditions.

#### **XII. Trade secrets**

The supplier is obliged to handle our order, and all commercial and technical details connected with this as trade secrets.

#### **XIII. General provisions**

1.

If a provision is or becomes void, all other provisions remain valid.

Instead of the invalid provision, the contractual parties are obliged to draw up a legally permissible regulation that comes as close as possible to the sense and purpose that was intended for the invalid provision.

2.

The place of fulfilment is our company's headquarters. A different location can be agreed upon for delivery.

3.

The general place of jurisdiction for all disputes arising from the contractual relationship is our company's headquarters if the contractual partner is a commercial trader, a corporate body under public law or a special fund under public law.

4.

German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, applies to the legal relationships between the parties.

5.

Only these General Terms & Conditions apply. The supplier's general terms and conditions apply only insofar as we have agreed to these explicitly in writing.