

Terms and Conditions of Order and Purchase

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A. Placing of orders

1. We place orders solely in accordance with the following terms and conditions of order and purchase, even where, in the case of ongoing business relationships, no explicit reference is made to them at a later date. Any amendments to these terms and conditions, in particular any deviating or supplementary terms and conditions of the contractor, are hereby rejected. Our silence in response to order confirmations that refer to deviating or supplementary terms and conditions shall not be construed as consent.

Such terms and conditions shall not be deemed valid vis-à-vis us, even if the order is carried out. Rather, by carrying out the order, the contractor accepts our terms and conditions of order and purchase. Any amendment to our terms and conditions contained in an order confirmation shall be deemed by us to constitute a new offer and a rejection of our order. Should the delivery or service nevertheless take place, this shall be deemed to constitute acceptance of our terms and conditions of order and purchase in accordance with the foregoing.

2. No remuneration shall be paid for the preparation of a quotation. Any deviations from our enquiry must be expressly stated in the quotation. An order shall only be deemed to have been placed once it has been made in writing or, in the case of an oral or telephone order, once it has been confirmed by us in writing. In the event of obvious clerical or calculation errors or other obvious errors in our order, the actual intention shall prevail.

3. The contractor must confirm our orders without delay. Our order details (order number, order date, item number and item description) must be stated on the order confirmation. Any deviations from our

order must be expressly noted. If we do not receive the order confirmation within 5 days (calculated from the date of our order) or if it contains changes, we reserve the right to cancel the order free of charge.

B. Prices, scope of delivery and services

1. Unless otherwise expressly agreed, the agreed prices are fixed prices and are quoted ex works, inclusive of packaging, transport insurance and all other ancillary costs.
2. If the contract includes research, product development, designs or similar services, the contractor is obliged to hand over all results, in particular formulas, recipes, samples, drawings, documentation, user manuals, etc. In the case of software development, the scope of services shall include, in particular, the delivery of the software in source and object code form and the documentation of the programme development and application; this shall also apply to subsequent updates within the framework of a contract for the sale of goods.

C. Delivery dates, contractual penalty

1. Agreed dates are delivery dates or dates by which the service must be completed and must be strictly adhered to. The same applies to deadlines; they commence upon placement of the order.
2. If the contractor is in default, we shall be entitled, without prejudice to any further claims for damages and unless otherwise agreed, to claim a contractual penalty amounting to 1% of the contract value for each week or part thereof that the default continues, up to a maximum of 10% of the contract value. We may still assert the right to a contractual penalty pursuant to Section 341(3) of the German Civil Code (BGB) until the final payment has been made under the underlying contractual relationship; in the case of framework or continuing contracts, this right may be asserted until the end of the delivery year, but in any event within 14 days of acceptance of performance.
3. If, before or after the due date, there are doubts regarding the contractor's ability or willingness to perform, for which the contractor is responsible – in particular because the contractor has already indicated that they are unable or unwilling to perform on time – and we have an urgent interest in clarifying the matter, we may set the Contractor a deadline, either before or after the due date, to provide a statement regarding their ability or willingness to perform and, where applicable, to provide evidence thereof. Upon the expiry of this deadline without result, we may withdraw from the contract in accordance with Section 323 of the German Civil Code (BGB) and/or claim damages or compensation in lieu of performance in accordance with Sections 280 and 281 of the German Civil Code (BGB). Further claims remain unaffected.

D. Delivery and transfer of risk

1. We are under no obligation to accept or take delivery of the goods or services before the agreed date or before the expiry of the agreed delivery period. Should we nevertheless do so, we may charge a reasonable storage fee.
2. Our order details (see A No. 3 above) must be stated on the delivery note.
3. In the case of sales contracts, the risk shall not pass until the goods have been handed over at our premises or at the collection point specified by us; in the case of contracts for work and materials, the risk shall not pass until acceptance has taken place.

4. Industrial disputes, government intervention, operational disruptions, difficulties in procuring materials or securing energy supplies, or any other unforeseeable, extraordinary, unavoidable and unforeseeable circumstances, regardless of whether these circumstances arise on our part or on the part of third parties, shall release us from the obligation to accept the goods or the service for the duration of such circumstances. We must notify the contractor immediately of the occurrence and the expected duration of such circumstances.

5. If, as a result of these circumstances, performance of the contract becomes impossible for us or is no longer economically reasonable, we may terminate the contract with immediate effect. The contractor's claims for services rendered up to the date of notification shall be governed by Section 645.1.1 of the German Civil Code (BGB) mutatis mutandis; no further claims shall arise. Our statutory rights remain unaffected.

E. Invoicing, terms of payment

1. The invoice may be enclosed with the consignment, but must also be sent by email to our accounts department at the same time. The invoice must include all order details (see point 3 above) and the delivery note number.

2. Unless otherwise agreed, payment of the invoice submitted shall be made as follows:

- 2% discount for payment within 14 days of the due date;
- Net payment within 30 days of the due date.

Where the service is accepted or the goods are taken delivery of after the invoice has been received, the date of such acceptance or delivery shall be decisive rather than the date of receipt of the invoice.

3. In the event of a complaint regarding defects, we are entitled to withhold payment of the invoice up to a reasonable amount until the matter has been fully resolved, and to deduct a discount on the withheld amount in accordance with clause 2 even after this period.

4. Deposits and instalments require a specific agreement.

F. defects

1. The Contractor shall comply with the recognised rules of good engineering practice, existing safety regulations and the agreed technical specifications, formulations, dimensions, weights and other characteristics in respect of its supplies and services. Supplies and services provided on the basis of drawings, approved samples, etc. must conform to the specifications. Unless the contract stipulates further requirements, deliveries and services must, in particular, be of standard commercial quality and, where DIN, VDE, VDI or equivalent national or EC standards exist, must be provided in accordance with them. In particular, they must be provided in such a way that they comply with the statutory provisions applicable on the day of delivery/performance to our premises or at the destination specified by us, in particular those relating to technical work equipment, accident prevention, workplace safety, hazardous substances, emission control, water protection and waste management legislation.

2. The Contractor must check our plans, drawings, formulations and other information relating to the performance of the service, or materials supplied by us or services provided by other suppliers, insofar as they concern the Contractor, to ensure they are complete, accurate and suitable for the intended purpose. If there are any concerns in this regard, the Contractor must notify us immediately in writing. If the Contractor fails to do so, the Contractor shall also be liable under the warranty in this respect.

3. The period for inspection and notification of defects (Sections 377 and 381(2) of the German Commercial Code (HGB)) is two weeks from delivery to our premises or to the receiving point specified by us; for defects not apparent upon inspection, the period is two weeks from the discovery of the defect. If a longer period is appropriate in individual cases, that period shall apply.

4. We carry out an incoming goods inspection. In the case of deliveries of large quantities or volumes, a random sample inspection is sufficient to ensure that the goods have been properly inspected. If the random sample inspection reveals that the maximum number of defective units permitted under the standard has been exceeded, we shall be entitled, at our discretion, either to inspect the entire delivery at the contractor's expense or to assert our rights of performance or remedies for defects (with the exception of a reduction in price) in respect of the entire delivery. Any further rights we may have shall remain unaffected.

5. In the event of defects, we shall first require the contractor to remedy the defect. In the case of contracts for work and services, we are entitled to choose between repair and replacement (Section 635 of the German Civil Code). If the grace period expires without the defect being remedied, or if there is imminent danger, we are entitled to remedy the defect ourselves or have it remedied by a third party. The costs shall be borne by the contractor.

6. Our written notice of defects shall suspend the limitation period for our claims for defects until one or the other party refuses to continue negotiations.

G. Manufacturer's liability

1. If claims are made against us under product liability provisions of domestic or foreign law, the Contractor shall be obliged to indemnify us against any claims for damages by third parties, insofar as the Contractor is responsible for the defect giving rise to liability. In this context, the Contractor is also obliged to reimburse any expenses arising from or in connection with a product recall carried out by us or other remedial or preventive measures. The Contractor waives any defence of limitation in this respect, unless we ourselves can invoke the limitation period against the claimant.

2. The Contractor is obliged to take out and maintain adequate public and product liability insurance, including extended product and recall cover, and to provide us with a certificate of insurance upon request.

H. Assignment of claims

Receivables arising from the supply of goods and services may only be assigned to third parties with our consent. Insofar as the receivables do not already arise from a commercial transaction between the parties and the effects of the first sentence are therefore governed by section 354a of the German Commercial Code (HGB), the following applies:

We undertake to give our consent if the contractor grants his suppliers rights to extended retention of title or assigns claims to his principal bank as security, and the new creditor undertakes to indemnify us against any claims by the contractor (or his administrator) and to provide us, upon payment of the claim, with a directly enforceable guarantee from a major German bank or savings bank.

I. Property rights, rights of use, confidentiality

1. The Contractor is obliged to treat as confidential any information made available to them, as well as any knowledge they acquire in the course of carrying out the contract, even after the contract has been completed, and not to use such information for their own purposes.

2. All items, recipes, models, tools, samples, drawings, dies, plans and documents of any kind handed over to the Contractor shall remain our property. The Contractor shall keep such items confidential and shall return them to us free of charge upon request at any time. The Contractor shall not allow third parties to inspect such items, nor shall they make them accessible in any other way, reproduce them or use them for their own purposes.
3. The same applies to moulds, tools or similar equipment or aids used in the manufacture of the subject matter of the contract, which are produced in accordance with such documentation or manufactured wholly or partly at our expense. Changes to these may only be made with our written consent. It is hereby agreed that the aforementioned items shall become our property (provided that payment has been agreed upon) and that these items shall be stored for us free of charge and in a proper manner. If we have paid for the aforementioned items prior to completion, we shall also acquire ownership of the semi-finished product in accordance with the above provision.
4. The Contractor undertakes to insure the items referred to in paragraphs 2 and 3, which are our property, against damage, loss, etc.
5. In the cases referred to in B No. 2, we shall have the exclusive right, without any temporal or geographical restrictions, to use the research results, developments, designs, etc. in any manner whatsoever. Where applicable, we shall be entitled to apply for intellectual property rights.
6. If improvements are made by the contractor in connection with the order, we shall have a royalty-free, non-exclusive right to use such improvements for commercial purposes, together with any intellectual property rights therein.

J. Insolvency

If the debtor encounters financial difficulties, and in particular if an application is made to open insolvency proceedings in respect of their assets, we may terminate the contract by way of extraordinary termination.

The contractor's remuneration shall be calculated in accordance with Section 645.1.1 of the German Civil Code (BGB). As a result of the extraordinary termination, we may claim damages in lieu of performance.

K. Place of performance, jurisdiction and applicable law

1. The place of performance is the place to which the subject matter of the contract is to be delivered in accordance with the order, or at which the work is to be performed in accordance with the order. Unless otherwise agreed, the place of performance is our registered office.
2. Where our contractors are traders or legal entities under public law, or do not have a general place of jurisdiction in the Federal Republic of Germany, the courts with jurisdiction over our registered office shall be agreed as the place of jurisdiction. However, we are also entitled to bring claims before any other court with jurisdiction.
3. The contractual relationship is governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

L. invalidity

Should any provision of these Terms and Conditions of Order and Purchase be rendered invalid by law or by a specific contract, this shall not affect the validity of the remaining provisions.