

Terms and Conditions

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Applicability

1. These conditions of sale apply exclusively to every (delivery) framework agreement (known in the following as the Agreement) and all individual agreements and/or orders including future ones as part of an agreement (known in the following as an Individual Agreement) with businesspeople, corporate bodies under public law and legal entities under public law (known in the following as Partners).
2. Supplier's deliveries and services are provided exclusively on the basis of the following conditions.
3. Terms and conditions of the Purchaser's which are not expressly recognised by the Supplier are not valid.

General provisions

1. The parties to this Agreement shall confirm oral agreements immediately in detail in writing.
2. Orders placed only become binding for us with our order confirmation.
3. Supplements, changes and supplementary agreements also require written confirmation from the Supplier
4. The specifications and illustrations contained in brochures and catalogues or other publicly available publications are customary approximate values unless they are expressly described by us as being binding, are objectively significant or are described by the Partner as being significant.

I. Long-term and call contracts, prices

1. Long-term contracts can be terminated by either side at six months' notice.
2. The agreed price for price agreements with a term of more than two months after conclusion of the contract may be adjusted to an appropriate extent to correspond to the influence of the major cost factors if a significant change in certain cost factors occurs for which the Supplier is not responsible, specifically costs for energy, staff, preliminary materials or freight. Should a price increase exceed 5% the Purchaser is entitled to withdraw from the agreement within two weeks of the price increase being made known.
3. If no binding minimum order quantity is agreed, the Supplier shall use the non-binding order quantity (target quantity) for a certain period as a basis for their calculation.
4. Should the Purchaser accept less than the target quantity the Supplier is entitled to increase the unit price appropriately. Increased demand which goes beyond the target quantity must be reported to the Purchaser at least three months before delivery.
5. In case of on-call delivery agreements, the Supplier is to be informed of binding quantities by call-off order at least three months before the delivery date if nothing contrary is agreed.
6. Our Partner is liable for the additional costs which are caused by our Partner with a delayed call or subsequent changes to the call with regard to time or quantity unless they are not responsible for the delay or subsequent change;

II. Prices

1. Suppliers' prices are ex works in euros not including VAT, packaging and freight, postage or insurance.

III. Drawings and descriptions

1. Should one party to the agreement make available drawings or technical documents on the goods to be delivered or their manufacture to the other party these shall remain the property of the party to the agreement who provided them.

IV. Patterns and production materials

1. Insofar as nothing contrary is agreed, the manufacturing costs for patterns and production materials produced especially for the Partner (tools, moulds, templates, etc.) shall be invoiced separately from the goods to be delivered. This also applies to production materials which have to be replaced due to wear and where nothing contrary has been agreed.
2. Production materials remain the property of the Supplier, even if the Purchaser paid the costs of their production in part or in full.
3. Production materials which are provided or completely paid for by the Purchaser shall remain in our possession at least until the delivery agreement has been completely processed. After this, the Partner is entitled to demand the return of the production materials if a mutual agreement was reached on the time of handover and the Partner has completely fulfilled their contractual obligations.
4. Costs for maintenance and appropriate storage and also the risk of accidental damage or destruction of the production materials shall be borne by the Supplier.
5. Should the Purchaser suspend or terminate collaboration whilst the patterns or production materials are being produced without important reasons for which the Supplier is responsible, they shall bear all production costs which have been incurred up to this point.
6. The Supplier shall keep the production materials free of charge for three years after the last delivery to the Purchaser. After this period, we shall ask the Purchaser to inform us in writing of their further use within six weeks. The Supplier's storage obligations end if no response is forthcoming within these six weeks or no new order is placed.

V. Payment conditions

1. Insofar as no individual payment conditions have been agreed, all invoices are due for payment net within 30 days of the invoice date.
2. In case of payment default, the Supplier is entitled to charge interest at the rate which their bank charges for overdraft facilities and at least 9 percent above the European Central Bank's respective base rate.
3. In case of payment default, the Supplier can also withhold the fulfilment of their obligations until payment is received after informing the Purchaser in writing.
4. Bills of exchange and cheques shall only be accepted with prior agreement and only as conditional payment and on condition that they may be discounted. Discount charges shall be calculated as from the date the invoice payment is due. Any warranty for the punctual submission of the bill of exchange and cheque and for the raising of a protest is excluded.
5. Should the Supplier have partly delivered undisputedly defective goods, the Purchaser is still obliged to pay for the defective share unless the part delivery is of no interest to them. Otherwise, the Partner can offset this with claims for the reimbursement of costs for correcting defects or production costs; other counterclaims can only be offset if they have been recognised by declaratory judgement, are ready for judgement or are undisputed. Any right of retention or right to refuse performance of the Partner's only exists within these limits.
6. The Supplier is entitled to demand payment in cash should the Purchaser's ability to pay deteriorate. Should the Purchaser fall into arrears with the fulfilment of their payment obligations, or their bills of exchange or cheques be protested, or they be subject to distraint, or a significant deterioration occurs in their financial circumstances the Supplier is entitled to withdraw from the supply agreement insofar as it has not yet been fulfilled or to demand

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advance payments for further deliveries following the unsuccessful expiry of an appropriate deadline set by the Supplier. Furthermore, the Supplier is entitled to remove all bills of acceptance and exchange and cheques from circulation immediately. Costs which are thus incurred shall be borne by the Customer.

VI. Delivery, delivery period, delivery quantity

1. Insofar as nothing contrary has been agreed, the Supplier shall deliver "ex works". Our notification of readiness for delivery or collection is definitive when deciding whether the delivery date or deadline has been adhered to.
2. The delivery deadline begins with the despatch of the Supplier's order confirmation and shall be extended as appropriate insofar as unforeseeable and extraordinary circumstances occur over which the Supplier has no control.
3. The delivery deadline shall be extended appropriately if the Purchaser makes subsequent changes to the agreement which affect the delivery deadline. The parties to the Agreement shall agree the new delivery date jointly.
4. On-call deliveries are to approved within six months following order confirmation.
5. Production-related customary excess or underdeliveries within a tolerance of 10 percent of the order quantity called are permissible insofar as they are acceptable to the Purchaser.
6. Additional costs caused by the Purchaser with a culpable or late call or subsequent changes to the call with regard to time or quantity shall be borne by the Purchaser; for this, the Supplier shall invoice monthly storage costs of at least 0.5 % of the net invoice amount for the stored delivery.
7. Partial deliveries are permissible to a reasonable extent. They shall be invoiced separately.
8. The Supplier shall inform the Purchaser in writing, explain the reasons and state the estimated delivery date as far as possible if they can foresee that the goods cannot be delivered within the delivery deadline.
9. An extension of the delivery deadline appropriate to the circumstances shall be granted should the delivery be delayed by any of the unforeseeable and extraordinary circumstances stated in Fig. 11 or by the actions or inaction of the Purchaser.
10. In case of delivery arrears (delivery delays for which the Supplier is responsible), the Supplier's liability in case of simple negligence is limited to 0.5% per complete week of delay and a maximum total of 5% of the net invoice value for the part of the delivery affected by the delay. The Purchaser's entitlement to compensation instead of performance remains unaffected. The Purchaser is only entitled to withdraw from an Individual Agreement if the Supplier is responsible for non-adherence to the delivery deadline and the Purchaser has unsuccessfully set an appropriate deadline extension.
11. Insofar as the Supplier is impaired in fulfilling their obligations due to the incidence of unforeseeable extraordinary events (e.g.: force majeure, industrial disputes, riots, official measures, the absence of supply deliveries by our Suppliers and other inevitable and grave events) which they were unable to avoid despite exercising a degree of care appropriate to the circumstances of individual cases and regardless of whether in the Supplier's works or those of their sub-supplier, they shall be exempted from their delivery obligations for the duration of the disturbance and to the extent of their effects without the Purchaser being able to withdraw from the agreement or demand compensation. This also applies if these events occur at a time at which the Supplier is in arrears unless they have caused the arrears deliberately or through gross negligence.
12. The same legal consequences shall apply should the aforementioned impairments occur at the Purchaser's.
13. As far as is reasonable, the contractual partners are obliged to inform the respective other partner without delay of

impairments of the aforementioned kind and to adjust their obligations to the changed circumstances in good faith.

VII. Shipping and transfer of risk

1. Goods reported as bring ready to ship shall be accepted by the Purchaser without delay. Otherwise the Supplier is entitled to send the goods by whatever means they choose or store them at the Partner's expense and risk.
2. The Supplier shall select the means of transport and the transport route at their discretion in the absence of any specific agreement.
3. The risk shall transfer to the Purchaser on handover to the railway company, the haulier or the freight carrier or on commencement of storage and on leaving the works or store at the latest even if the Supplier has agreed to undertake delivery themselves.

VIII. Third-party trademark rights

1. The Supplier is only liable for the infringement of third-party rights through use of the goods outside of Germany if such use was agreed with the Purchaser or was to be expected in line with the concrete circumstances on conclusion of the agreement. Should such a case of liability be given, the Supplier is only liable should such use not contradict any rights existing abroad at the time of conclusion of the agreement of which the Supplier was aware at this time or was grossly negligently not aware of. Otherwise, liability for third-party trademark rights is aligned with the regulations on liability for defects (Fig. X).

VIX. Retention of title

1. The Supplier shall reserve the title to the goods delivered up to fulfilment of all claims arising from the business relationship with the Purchaser and all future claims.
2. The Purchaser is entitled to sell these goods in the normal course of business as long as they fulfil their obligations arising from the business relationship with the Supplier promptly. However, they may neither pledge the retained goods nor assign them for security. They are obliged to secure the rights of the Supplier when selling on the retained goods on credit.
3. If the goods are processed by the Purchaser, the Supplier is regarded as the manufacturer and acquires ownership of the newly created goods. If the goods are processed together with other materials the Supplier shall acquire co-ownership at the ratio of the invoice value of the goods to that of the other materials.
4. If the retained goods processed with an item of the Purchaser's are to be regarded as the main item, co-ownership of the goods shall transfer to the Supplier at the ratio of the invoice value of the retained goods to the invoice value, or the market value in the absence of an invoice value. In all these cases the Purchaser shall store the goods free of charge for the Supplier
5. In case of infringements of obligations by the Purchaser, specifically in case of payment arrears, the Supplier is entitled to withdraw from the Individual Agreement following the unsuccessful expiry of an appropriate deadline for performance set for the Purchaser and to take back the goods; the legal regulations on the expendability of setting a deadline remain unaffected. The Purchaser is obliged to hand over the goods.
6. The Purchaser shall as of now cede all claims and rights arising from the sale or permission to rent goods to which the Supplier is entitled to ownership rights to the extent of the Supplier's ownership share of the sold or rented goods as security. The Supplier hereby accepts the assignment.
7. The Purchaser shall inform the Supplier of enforcement measures by third parties against retained goods or the claims or

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other securities ceded to the Supplier without delay and hand over those documents necessary to intervene; this also applies to impairments of all other kinds.

8. The Supplier undertakes to release the securities to which they are entitled under these provisions at the request of the Purchaser to the extent that the value of the goods assigned by way of collateral exceeds the value of the claims to be secured by more than 20 %.

X. Defects

1. The quality of the goods is exclusively oriented towards the agreed technical conditions of supply. If we are to deliver according to drawings, specifications, patterns, etc. of the Purchaser they shall assume the risk of suitability for the foreseen purpose. The time of the transfer of risk in accordance with Fig. VI.2 is decisive for the contractually agreed state of the goods.

2. The respectively valid statutory regulations of the European Union and the Federal Republic of Germany also apply, for example the REACH Directive (EC Directive no. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG) and the Directive on the Restriction of Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV) as national implementations of Directives 2002/95/EC (RoHS I) and 2011/65/EU (RoHS II) and Directive 2002/96/EC (WEEE) and the End-of-Life Vehicle Ordinance (AltfahrzeugV) as the national implementation of EU Directive 2000/53/EC.

3. We shall inform the Partner of necessary changes to goods, their deliverability, possible use or quality specifically due to the REACH Directive and co-ordinate suitable measures with the Partner in individual cases.

4. The Supplier is not liable for damage to goods caused by unsuitable or inappropriate use, defective installation or putting into operation by the Purchaser or third parties, normal wear, false or negligent treatment; neither are they liable for the consequences of inappropriate changes and changes made or maintenance work carried out by the Purchaser or third parties without their consent.

5. Customary deviations, for example in quantity, weight or colour which do not reduce the value or suitability of the goods and which are not unreasonable for the Purchaser for other reasons are not regarded as defects.

6. The Purchaser is to examine the goods immediately after delivery. Simple defects are to be reported within eight days of their being discovered and hidden defects within eight days of their discovery in writing (Section 377 German Commercial Code). The goods are regarded as having been accepted should the Purchaser omit to report defects in time.

7. Complaints about defects which the Purchaser should otherwise have found during thorough inspection or initial sample testing are not permissible if approval of the goods or an initial sample check has been agreed.

8. The Supplier is to be given the opportunity to establish the defect complained about. Goods which are rejected are to be returned immediately to the Supplier on demand; they shall bear the transport costs if the complaint is justified.

9. In case of justified, punctual complaints the Supplier shall improve the goods complained about or supply replacements at their discretion.

10. Should the Supplier not satisfy these obligations or not satisfy them in accordance with the agreement within a reasonable period of time, the Purchaser can set a final deadline in writing within which they are to fulfil their obligations. Following the unsuccessful expiry of this deadline the Purchaser can demand a price reduction or withdraw from the agreement in case of more than minor defects and also demand compensation in accordance with Fig. XI.

11. The reimbursement of costs is excluded as part of supplementary performance insofar as the costs increase

because the goods have been transported to a location different from the Purchaser's head office following delivery by the Supplier unless this corresponds to appropriate use of the goods.

12. Statutory regress claims of the Purchaser's against the Supplier are only permissible insofar as the Purchaser has not concluded any agreement with their Purchaser which goes beyond statutory defect claims.

XI. Other claims, liability

1. Insofar as nothing else arises, other and further claims of the Purchaser's against the Supplier are excluded. This applies specifically to compensation claims due to infringement of obligations arising from contractual obligations and from impermissible acts. The Supplier shall therefore not be liable for damage which has not occurred to the supplied goods themselves. Above all, they are not liable for loss of earnings or other financial losses of the Purchaser's.

2. The above liability limitations do not apply in case of premeditation, gross negligence by our legal representatives or executive officers and also the culpable infringement of major contractual obligations, in other words such obligations the fulfilment of which make the proper implementation of the contract at all possible and upon the fulfilment of which the contractual partner regularly places and may place their trust. In case of the culpable infringement of major contractual obligations, we are liable only for reasonably foreseeable damage typical of such contracts except in case of premeditation or the gross negligence of our legal representatives or executive officers.

3. Furthermore, this limitation of liability does not apply in cases in which liability is mandatory in accordance with product liability law. It also does not apply in cases of critical or physical injury or impairment of health or in case of the fraudulent concealment of a defect. On acceptance of a contractual guarantee, liability is limited to the extent of the guarantee.

4. Insofar as the Supplier's liability is excluded or limited this also applies for the personal liability of their salaried and other employees, staff, legal representatives and vicarious agents.

5. The statutory regulations on the burden of proof remain unaffected by this.

6. Warranty claims of the Purchaser's expire within 12 months from the transfer of risk. This does not apply to defects to a building and to goods which were used for the building in accordance with its normal mode of use and which has caused its defectiveness or in case of fraudulently concealed defects.

7. Otherwise, compensation claims expire within 12 months after the Purchaser has been made aware of defects or should have been made aware without gross negligence. Claims due to critical or physical injuries or impairment of health and in case of premeditation or gross negligence and in accordance with product liability law expire in accordance with statutory regulations.

XII. Confidentiality / data protection

1. Each party to the agreement shall only use all documents (this also includes patterns, models and data) and knowledge which they receive from the business relationship for mutually pursued purposes and shall not disclose such documents and knowledge to third parties if the other party to the agreement describes them as confidential or has an obvious interest in keeping them confidential.

2. This obligation begins as from initial receipt of the documents or knowledge and ends 36 months after the end of the business relationship.

3. This obligation does not apply to documents and knowledge which are generally known or which were already known to the contractual partner on receipt without them being obliged to maintain confidentiality, or which are subsequently transmitted by

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a third party entitled to pass them on, or which are developed without exploitation of the documents or knowledge to be kept confidential by the receiving partner.

4. Should personal data be collected due to making contact, order initiation, negotiations or ordering, we shall process the data collected for these and further purposes. The legal basis for this is Article 6 Paragraph. 1 p. 1 lit. b of GDPR.

XIII. Place of fulfilment, place of jurisdiction and applicable law, transferability, severability clause

1. Insofar as nothing contrary results from the order confirmation, the Supplier's place of business is the place of fulfilment.
2. The Supplier's place of business is the place of jurisdiction for all legal disputes, including those as part of proceedings based on bills of exchange and cheques. The Supplier is also entitled to file a suit at the Purchaser's place of business.
3. The law of the Federal Republic of Germany shall exclusively be applied to the contractual relationship.
4. Application of the UN Convention on Contracts for the International Sale of Goods of 11th April 1980 (CISG, "Vienna Sales Convention") is excluded.
5. Rights and obligations emanating from agreements concluded between the parties to this agreement may only be transferred to third parties by mutual consent.
6. Insofar as individual provisions of these general Terms and Conditions may be or become legally ineffective for whatever reason, this shall not affect the validity of the remaining provisions. The contract partners shall replace invalid provisions by mutual agreement with such provisions as come as close as possible to the economic content of the original provision. The same shall apply in case of an unintentional loophole in the agreement.