1. Our orders are governed exclusively by our purchasing conditions. In case of supplier-related conditions which are contrary to or deviate from our purchasing conditions, unless we agree to them in writing, we shall not accept the delivery without reservations, though knowing that the supplier’s conditions are contrary to or deviate from our purchasing conditions.

2. All agreements made between us and the supplier in order to execute this contract have to be recorded in this contract in writing.

3. The formal relationship and all the other legal relationship- ships are governed exclusively by the law which applies to our place of business, under the exclusion of the United Nations Convention on the International Sale of Goods and of the uniform laws on sale of goods as laid down in the Hague Convention Relating to a Uniform Law on the International Sale of Goods. Our conditions also apply to all future transactions with the supplier.

4. The English version of these General Purchasing Conditions shall be binding. In case of any incongruities the German version shall prevail.

5. All agreements concluded with the supplier shall take precedence.

§ 2 Quotation – Quotation Documents

1. The contract is concluded when our order is accepted within a period of 2 weeks. The supplier undertakes to acknowledge the contract for compensation for the expenses incurred and returning a duplicate of this order, or electronically (e.g. per EDI).

2. We reserve rights of ownership and copyright regarding drawings, calculations and other documents. They must not be made accessible to third parties without our express written approval and returned to the supplier. For the purpose of our basis of order, and be returned to us automatically on execution of the order. They shall be kept secret from third parties.

§ 3 Prices

1. The price specified in the order is binding. Unless otherwise agreed in writing, including for packaging costs and transport costs, haulage and similar costs shall be borne by the supplier. In case of delivery without reservations, though knowing that the supplier’s conditions are contrary to or deviate from our purchasing conditions, the supplier shall take the packaging back at the price charged. The packaging shall be returned postage unpaid.

2. All invoices shall be sent to the purchaser’s address. The paperless handling of invoices, in particular via electronic data interchange (EDI), is to a separate agreement and thereby possible. We are able to process invoices only if these bear the order numbers as specified in our respective orders. The supplier shall be responsible for preparing correctly all delivery documents. In case of hidden faults or defects, within 10 working days upon delivery, the supplier’s claim for payment is to be made accessible to the clearing bank. In case of hidden faults or defects, we are entitled to refuse payment and to demand the return of the goods.

3. The supplier shall verify his goods regarding applicable provisions. If we have to bear the packaging costs by virtue of a change in agreement, we are entitled to demand flat-rate payments.

4. The limitation period for the claims is 10 years from the date of delivery. In case of hidden faults or defects, within 10 working days upon delivery, the supplier’s claim for payment is to be made accessible to the clearing bank. In case of hidden faults or defects, we are entitled to refuse payment and to demand the return of the goods.

§ 5 Delivery Time

1. The delivery time specified in the order is binding.

2. The supplier shall inform us immediately in writing if any circumstances beyond the supplier’s control, including war, embargo, transportation problems, lack of raw materials, work stoppage, strikes, lockouts, accidents, causes of force majeure, occurrence of which indicate that the agreed delivery time cannot be met.

3. Early deliveries carried out prior to deadline, part deliveries and partial deviations are not acceptable without our prior written approval. In case of deliveries prior to deadline, part deliveries and excess deliveries, we are entitled to refuse the accumulation of goods. In case of delays in delivery, we are entitled to demand flat-rate payments.

4. In case of delays in delivery, we are entitled to demand flat-rate payments in the amount of 1 % of the delivery value for each full week, however not more than 10 % of the delivery value. We reserve the right to make further claims as are permitted by the law. The supplier is entitled to prove evidence that the delay has caused no damage or much less damage.

5. If we are in default of acceptance or in default of payment, the supplier shall be entitled to suspend the deliveries involved and to demand compensation for the expenses incurred. In case of delays in delivery, the delivery note shall be enclosed with the shipping documents. In case of shipments packaged in several containers, it shall be attached to one of these containers, which has to be marked accordingly.

6. pallet goods shall be delivered unremitted. On mixed pallets, single articles shall be separated (package cardboard box or similar), which shall be identified accordingly, specifying in its content, order number, order position, reference number, reference number, weight).

7. In case of an initial order, if the law demands that a safety data sheet be attached to the shipment, we shall request that the dangerous goods regulations, the supplier shall enclose this safety data sheet with the invoice and the shipping documents. Furthermore, in case of hazardous goods, which have been changed, he shall immediately send us its updated version. If articles ordered are classified by the manufacturer/supplier as being governed by the German GVO (‘road and railway敕令’), dangerous goods regulations, all details required have to be specified on the products and the respective shipping documents. Furthermore, it has to be ensured that the pack-ages are marked and transported according to the regulations.

8. If the supplier fails to comply with the above-mentioned terms, the commercial invoice has to be attached to it when delivery is taken, for we submit our Intrastat declarations by ourselves.

9. Deliveries, including the opening hours of our incoming goods area, which have to be enquired about in advance if necessary. It is necessary to reserve a time slot via the TRANSPOREREON portal before delivery.

§ 6 Fault Testing – Liability for Material Defects

1. Upon receipt of the ordered goods, we shall immediately check, by means of the delivery note, whether they comply with our order in kind and quantity. Furthermore, we shall check the goods for any externally visible transit damage. If we find a fault or defect above the mentioned inspection, we shall inform the supplier immediately. If the goods ordered are accompanied by the Safety Data Sheet, we shall, in case of hidden faults or defects, within 10 working days upon delivery, the supplier’s claim for payment is to be made accessible to the clearing bank. In case of hidden faults or defects, we are entitled to refuse payment and to demand the return of the goods. We expressly reserve the supplier from claims for damages, particularly those for non-performance.

2. The 36 months limitation period starts from the date of the passing of risk.

§ 7 Product Liability – Indemnity

1. In case of hidden faults or defects, we shall release the supplier from third party damage claims upon first request, as the cause of the fault or defect lies within his sphere of influence and related to production and storage in the end.

2. Within the scope of the provisions detailed in section 11, the supplier shall also reimburse any expenditure in accordance with §§ 835, 840 BGB (German Civil Code) and §§ 830, 840, 426 BGB arising from or connected with a recall action we have carried out. We inform the supplier about the content and extent of the recall actions to be carried out, where possible and reasonable, and give him the opportunity to comment. Other legal claims remain unaffected.

§ 8 Protective Rights

1. The supplier guarantees that no rights of third parties are violated in connection with his delivery within the European Union (EU).

2. If a third party files claims against us on the grounds of a violation of his above mentioned rights, the supplier shall release us from these claims upon first written request. We are not entitled to make any agreement [particularly any kind of settlement] with thirdparty withour approval from the supplier.

3. The obligation of the supplier to release us from claims applies to any expenditure, which necessarily arises to us from or is connected with the third party claim filed against us.

4. The limitation period for the claims is 10 years from the conclusion of the contract.

§ 9 Origin, Preferences, International Sales

1. Unless the parties have agreed to the contrary, only goods having their origin under applicable customs law either within the EU or in the country of the seat of the supplier shall be in accordance with the contract.

2. The supplier shall, number, name and all goods delivered to us, provide us with a long-term supplier declaration confirming, in accordance with no. 1 above, the preferential status of the goods. (“imported origin of ‘EC’ or ‘goods without preferential origin of ‘EC’”)

3. The supplier shall verify his goods regarding applicable pro- hibitions, restrictions and/or requirements of approval when selling them on internationally (e.g. regarding the EC Export Control List, EC Dual-Use Regulations, re-exports in accordance with the US Arms Export Control List). If applicable, the supplier shall ensure that his goods are not listed, which are related to the military or export controls and all documents accompanying the goods are cor-rectly verifying criteria.

§ 10 Reservation of Title – Product and Services to be provided by the Purchaser – Secrecy

1. We are entitled to use rights of the supplier to the extent and on the basis of the reservation of title on the goods that we have purchased. These rights shall be for convenience purposes only. In case of any inconsistencies between the goods and/or the supplier’s supplier. If we have to bear the packaging costs by virtue of a change in agreement, we are entitled to demand flat-rate payments.

2. Furthermore, as data controllers, all suppliers are individually responsible for adherence to the applicable data protection legislation in their respective countries.

§ 11 Data protection

1. The supplier shall inform us on any of the following: (i) substantially changes to production processes, materials or supplied components regarding the products or the services; (ii) relocation of production sites; (iii) changes to the company name and/or the seat of the supplier.

2. In order to meet data protection regulations we have technical means available in conjunction with the databases and data handling processes with regard to Article 24 and Article 32 of the GDPR. The employees assigned to handle personal data are individually responsible for adhering to all terms of the data protection regulations.

3. All handling of personal data is subject to our privacy policy. To the extent when and as far as the manufacturing knowledge, which is contained in the received illustrations, drawings, calculations and other documents, has become public knowledge.

4. The supplier shall keep absolutely all illustrations, drawings, calculations, as well as other documents and information he has received prior, may not be disclosed to third parties without our express approval. The obligation of non-disclosure continues to remain in force after the termination of this contract, for the changes concluded with the supplier take precedence.

5. The supplier shall not be liable for third party actions, plans, calculations etc., which are used for the order, even if they have been approved by the purchaser.

§ 12 Duties of information

1. The supplier shall inform us on any of the following: (i) substantially changes to production processes, materials or supplied components regarding the products or the services; (ii) relocation of production sites; (iii) changes to the company name and/or the seat of the supplier.

2. In order to meet data protection regulations we have technical means available in conjunction with the databases and data handling processes with regard to Article 24 and Article 32 of the GDPR. The employees assigned to handle personal data are individually responsible for adhering to all terms of the data protection regulations.

3. All handling of personal data is subject to our privacy policy. To the extent when and as far as the manufacturing knowledge, which is contained in the received illustrations, drawings, calculations and other documents, has become public knowledge.

4. The supplier shall keep absolutely all illustrations, drawings, calculations, as well as other documents and information he has received prior, may not be disclosed to third parties without our express approval. The obligation of non-disclosure continues to remain in force after the termination of this contract, for the changes concluded with the supplier take precedence.

5. The supplier shall not be liable for third party actions, plans, calculations etc., which are used for the order, even if they have been approved by the purchaser.

§ 13 Final Provisions

1. The legal venue is Munich / Germany, if the supplier has a registered business. However, we are entitled to sue the supplier at the court of his place of residence as well.

2. Unless otherwise agreed, the place of fulfilment is the place of delivery as specified in our order.

3. If individual provisions of the contract with the supplier including these General Purchasing Conditions are invalid in whole or in part, the validity of the remaining clauses shall be unaffected. The wholly or partially invalid provision shall be replaced by a provision whose economic success is related to the invalid one as closely as possible.

Date of Issue: May 2018