

1. Scope of application

- 1.1. These Standard Terms and Conditions for the Purchase of Goods shall exclusively apply, save as varied by express agreement accepted in writing by both parties. These Conditions shall also apply if the buyer accepts delivery of Goods under the existence of the seller's contradictory Standard terms not being subject of the contract.
- 1.2. Any agreement being concluded between buyer and seller shall only be binding between the parties if they are laid down in writing. Any conditional or different terms proposed by the seller are objected to and will not binding upon the buyer unless assented in writing by the buyer.
- 1.3. These conditions shall govern any future individual contract of purchase between buyer and seller to the exclusion of any other terms and conditions. These provisions extend to standard contract conditions which are used in a contract with a merchant in the course of business only.

2. Formation of Contract

- 2.1. The Contract shall be deemed to have been entered into when, upon receipt of an order, the seller has sent an acceptance in writing within the time limit of fourteen days hereby fixed by the buyer.
- 2.2. Any weights, dimensions, capacities, prices, performance ratings or any other data contained in catalogues, circulars, advertisements or price lists constitute an approximate guide and shall not be binding save to the extent that they are by reference expressly included in a contract.
- 2.3. Any such data submitted to the seller prior or subsequent to the formation of the contract remain the exclusive property of the buyer. They must not be communicated to a third party.
- 2.4. Purchaser shall be bound to the content of Seller's confirmation of order only insofar as its content corresponds with the content of the commission.
- 2.5. Purchaser shall be entitled to charge-free revocation of commission within one week, should Seller fail to provide Purchaser with corresponding confirmation of order.

3. Price of the Goods

- 3.1. The price of the order or the seller's quotation and offer as accepted by the buyer shall be binding. Prices as agreed upon shall include the cost of packing or protection required under normal transport conditions to prevent damage, and shall also include VAT.
- 3.2. Insofar as the seller is required to make available material test, test records, quality documents or other documentation, the completeness of the delivery or service requires the submission of these documents. Only once these documents have been submitted shall invoices fall payable. Discounts for early payment are also permissible if buyer implements offsetting or retains payment to an appropriate degree due to defects; the payment term shall only commence the defects have been rectified.
- 3.3. Payments do not indicate acceptance of deliveries or services as being contractually compliant.
- 3.4. Payment shall be made in the manner and at the time or times agreed by the parties. If not agreed upon otherwise payment of the delivery shall be made within thirty days after delivery and receipt of invoice with a 2% discount or within ninety days net.

- 3.5. The Seller has to provide to the buyer an invoice at the time or times agreed by the parties in a manner which enables the buyer to verify the invoiced items in a qualified way. In case such invoice is not provided, no payment shall become due.

4. Delivery

- 4.1. Delivery shall be effected on due date as being fixed in the contract or the order of purchase being subject to the contract.
- 4.2. The seller is obliged to give notice in writing to the buyer if a delay in delivery is to be expected.
- 4.3. If the seller fails for any reason whatsoever to effect delivery on due date the buyer shall be entitled by notice in writing to the seller to recover from the seller any loss suffered by reason of such failure (i. e. for additional costs for transportation, insurance, storage etc.) but not exceeding an amount of 10% of the total contract price.
- 4.4. In the event of a delay in the provision of a delivery or service becoming apparent, the buyer must be informed immediately and his respective decision must be obtained.
- 4.5. If the buyer accepts a delayed delivery this shall not affect the right of purchaser to claim damages or delay compensation.
- 4.6. In the event of an application for or commencement of insolvency, receivership or bankruptcy proceedings in relation to the assets of the supplier, or a rejection of such proceedings due to a lack of assets, or in the event of bill of exchange or cheque protest, or the suspension of payments, the buyer is entitled to withdraw from the contract even if the contract has been partially or fully fulfilled by the buyer or the seller, unless the seller's warranty periods have already come to an end.

5. Transfer of Risks

- 5.1. Save as provided in an individual contractual agreement the time at which the risk of damage to or loss of the goods shall pass shall be fixed in accordance with the Interpretation of Trade Terms (Incoterms 2010) of the International Chamber of Commerce. If no further indication is given in an individual contract of purchase (import), the goods shall be deemed to be sold „ddp“ (delivery duty paid, Incoterms 2010).

6. Retention of title, provision, tools, confidentiality

- 6.1. Insofar as the purchaser makes parts available to the seller, the purchaser retains the title to these. Processing or conversion by the seller is carried out on behalf of the buyer. If buyer's goods subject to the retention of title are processed with other goods not belonging to the buyer, then buyer shall acquire co-ownership of the new item according to the ratio of the value of buyer's item to the other items with which it was processed, at the time of the processing.
- 6.2. If buyer's goods subject to the retention of title are inseparably combined with other objects not belonging to buyer, then buyer shall acquire coownership of the new item according to the ratio of the value of buyer's item to the other items with which it was combined, at the time of the combination. If the combination takes place in such a way that the property of buyer should be considered the primary item, it applies as agreed that the seller shall transfer buyer proportional co-ownership; the seller shall store the item on behalf of the buyer under sole ownership or co-ownership.
- 6.3. Buyer retains ownership of tools; the seller is obligated to only use the tools for the production of the goods ordered by the buyer. The seller is obligated to insure tools belonging to the buyer at his

own expense against fire and water damage, as well as theft. The seller is obligated to carry out any requisite maintenance and inspection work in a timely manner and at his own cost. Any malfunctions must be reported to buyer immediately; should the seller culpably fail to do so then he shall be required to pay compensation to the buyer accordingly.

- 6.4. The seller is not permitted to pass on to third parties – nor to utilise in any manner other than those which satisfy contractual purposes – any tools, moulds, samples, models, profiles, drawings, standards sheets, print templates and gauges provided by buyer, as well as any objects manufactured through use of the aforementioned items, without the explicit written permission of the buyer. Furthermore, these objects must be secured against unauthorized access or use. If the seller infringes these obligations then the buyer may demand their return notwithstanding further rights.
- 6.5. The seller is obligated to maintain strict confidentiality with regards to all received images, drawings, calculations and other documentation and information. Third parties may only be shown these with the express authorization of the buyer. The confidentiality obligation also encompasses personal data. The confidentiality obligation also applies after the conclusion or termination of this contract; it expires if and only insofar as the production knowledge contained in the transferred images, drawings, calculations and other documentation has become common knowledge. Sub-suppliers must be obligated accordingly.

7. Warranties

7.1. Warranties relating to the quality of goods

The seller warrants that all items delivered under this agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that detailed designs have not been furnished by the buyer, will be free from design defects and suitable for the purposes intended by the buyer.

Seller's warranties hereunder shall extend to any defect or non – conformity arising or manifesting itself within two years after delivery. With respect to items not in accordance with any such warranties, the buyer, without waiving any rights or remedies provided by law and/or elsewhere under these Standard Terms and Conditions, may require the seller to correct or replace such items at the seller's risk and expense or refund such portion of the price as is equitable under the circumstances. Any items corrected or replaced shall be subject to the provisions of these Standard Terms and Conditions in the same manner as those originally delivered hereunder.

7.2. Warranties of compliance with laws

The seller warrants and undertakes to the buyer that in the performance of any contract of sale he will comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental, state or other authority relating to the subject matter of these Standard Terms and Conditions and to the performance by the parties hereto of their obligations hereunder.

7.3. Warranty of title

The seller warrants that the Goods are in his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hire – purchase, conditional sale or credit sale agreement.

7.4. Warranty of Industrial property rights

Supplier shall warrant, that there are no third party industrial property rights (including copyrights) impeding use of the goods as agreed by contract.

8. Penalty claim

Independent of any warranty claim the purchaser might have against the seller for late performance or any mal performance, the purchaser receives the right to claim a penalty payment from the seller. The amount due shall be determined by the purchaser in consideration of the effect any such violation of the contract might have had towards the operation of the purchaser.

9. Miscellaneous Clauses

- 9.1. This agreement supersedes and invalidates all other commitment and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the date of the agreement is signed.
- 9.2. This agreement shall not be assigned or transferred by either party without the written consent of the other.
- 9.3. Each party shall be responsible for all its legal, accountancy or other costs and expenses incurred in the performance of its obligation hereunder.
- 9.4. The assignment of a claim is only permissible with written agreement from the buyer.

10. Place of jurisdiction

- 10.1 The law of the Federal Republic of Germany excluding the UN sales law shall govern exclusively.
- 10.2 Exclusive place of jurisdiction shall be Mannheim, as far as Supplier is a salesman in the meaning of the German Trade Code.