

# Terms and Conditions of Purchase

For business transactions with companies within the meaning of section 310 para. 1 of the German Civil Code (BGB)

## 1. Order

Our orders are placed exclusively on the basis of these terms and conditions of purchase, unless otherwise expressly agreed in writing. The supplier's terms and conditions of purchase and delivery shall be excluded without the need to object again even if the supplier confirms our order with differing terms and conditions. Acceptance of the order shall be confirmed in writing within 2 working days. Any verbal arrangements or arrangement over the telephone made in connection with the placement, amendment or the carrying out of the order shall only be binding if confirmed by us in writing. The net prices on which the order is based shall be fixed prices and any additional charges of any kind shall be excluded, in particular in cases of material price increases, tax increases, an increase of transport costs or of tariffs, toll increases and increases of social charges.

## 2. Confidentiality

All documents, drawings, samples etc., which are provided to the supplier for the production of the delivery item, shall remain our property and may not be used for any other purposes, they may not be copied or made available to any third parties. The items provided to the supplier shall be returned upon the completion of the order unrequested. Films, tools etc. created on our account shall be sent to us together with the delivery of the goods. The supplier shall use all documents (which shall include to mean samples, models and data), which are provided to him in the course of the business relationship only for the jointly pursued purposes and shall keep them confidential vis à vis third parties with the same due care as the supplier applies to its own documents and information.

## 3. Samples and means of production

The supplier shall guarantee the safe and proper storage of any samples and means of productions (tools, forms, templates etc.) produced and shall bear the risk of damage or destruction. These items may not be scrapped, made available to third parties nor may they be used for other than the contractually agreed purposes without our written permission. They shall be kept safe by the supplier.

## 4. Time of delivery

The time of delivery for arrival set in our order will be a fixed date. If a delivery period is given, the fixed date shall be calculated from the date of the order. If the supplier cannot meet the fixed delivery date we shall be informed immediately in writing. The supplier shall inform us of the reason for the delay of the delivery, providing us with the actual delivery date (of arrival) immediately. Partial delivery shall only be permitted upon our prior written consent. The delivery shall be due upon expiry of the delivery period. In cases of failure to adhere to delivery dates we shall have the right, without having to provide a warning and/or without having to set a period of grace to either obtain a replacement ourselves or to have one obtained by third parties, to seek a remedy or to withdraw from the contract, all at the cost of the supplier. In case of a withdrawal from the contract due to default of delivery the supplier shall not be entitled to any claims for damages/cancellation costs.

## 5. Warranty

The supplier guarantees, even without a notice of defect being required, that the delivery item is free from any faults that decrease its value or suitability, that it complies with the conditions set out in the purchase order as well as with the most up to date technical and statutory provisions and that it meets all guaranteed characteristics. This guarantee shall also cover materials, tools, custom built article etc. of the presupplier. The \*supplier\* shall be informed promptly about any changes of the delivery item. The \*supplier\* reserves the right to an examination and \*an acceptance\* of the item in such a case. The consent to the change shall be made in writing. On receipt of the items, spot checks will be carried out. If the items are faulty and/or exceed the permitted benchmark level in terms of quality, the items will be rejected or - at our choice - will, at the expense and risk of the supplier, all be 100% tested or, at our choice, either be reworked or we demand replacement items while we reserve the right to claim damage caused by delay and/or to exercise our rights under statutory guarantee provisions as well as to \*do a covering purchase\*. Any faulty items will be put aside to be collected by the supplier. If they have not been collected within 14 days, the faulty items will be disposed of. The value of the faulty items shall be deducted from the invoicing amount. Replacement items shall be delivered free of charge. We will charge for any further inspection. Any dismantling works or any new installation works, if required, shall be carried out free of charge. The guarantee period starts upon arrival of the items, or upon acceptance of the delivery item respectively and shall be 24 months, unless a longer guarantee period was agreed. A complaint of a hidden fault may be raised even after the guarantee period has expired. Such fault shall be reported to the supplier within 14 days after its discovery. When making its deliveries, the supplier shall comply with the relevant legal provisions of the European Union and the Federal Republic of Germany as applicable, e. g. the German \*Act on Environmentally Friendly Disposal of Electric and Electronic Units (ElektroG)\* as a national implementation of Directives 2011/65/EU (RoHS), 1907/2006 EC (REACH) and 2002/96/EC (WEEE) and of the German Used Car Act (Altfahrzeuggesetz) as a national implementation of EU Directive 2000/52/EC. The supplier shall inform us in writing of any relevant damage to the item, to its delivery capacity or its quality caused by any statutory regulations in particular by the REACH Regulation and the RoHS Regulation \*that apply to the item\* and shall propose solutions and agree those with us in individual cases.

Insofar as the supplier is responsible for a product fault, it shall be under an obligation to exempt us from any third party claims in this respect. Within the scope of this liability the supplier shall further be under an obligation to reimburse any expenses caused in connection with a product recall carried out by us or by one of our customers in accordance with sections 683, 670 German Civil Code (BGB) and in accordance with sections 830, 840, 423 BGB. We will inform the supplier - to the extent possible and reasonable - of the content and scope of the product recall to be carried out and will give it an opportunity to comment. Other statutory claims such as claims for further damages shall remain unaffected. The supplier is under an obligation to take out a product liability insurance that is sufficient in terms of its scope and amount.

## 6. Packaging and freight charges

As a rule, all deliveries shall be DDP as per Incoterms 2010, i.e. without costs for packaging, toll, postage or insurance costs. Please note that we have our own transport insurance and therefore insurance policies from other agents are not accepted.

## 7. Supplier documentation

The Contractor must ensure that their invoices state the country of origin and the customs tariff number corresponding to the goods. Contractors that have their registered office in the EU or Turkey must prove the preferential status of goods supplied to us by providing a supplier declaration bearing the legally prescribed wording; wherever possible, this should be covered by a long-term supplier declaration. Supplier declarations that do not satisfy the legal requirements shall not be recognised.

Any relevant evidence must be procured and submitted by the Contractor without this being specifically requested. The Contractor shall bear any costs (e.g. customs duties) resulting from any failure to provide said evidence. The Supplier also undertakes to make verifiable statements regarding the commercial origin of the goods supplied and provide suitable evidence to support these statements if required. The Contractor undertakes to notify us immediately in writing in the event that a declaration of preferential status or commercial origin, or any part thereof, ceases to be valid or is subject to change. The Contractor agrees to comply with the AEO international security programme in order to ensure the punctual delivery of supplies to the buyer. If the Contractor does not utilise this security programme, they must provide a security declaration with the first delivery. New security declarations must be provided each year.

## 8. Dispatch

The supplier shall bear the dispatch risk. The supplier shall be liable for any damage or costs caused due to improper despatch and non-compliance with our dispatch regulations. A detailed dispatch note with our order details shall be sent with each dispatch. With regards to any dispatches which are not accompanied by reliable dispatch documents, our determinations made upon receipt in terms of quantity, weight etc., shall be the basis of determination for any calculation.

## 9. Issuing of invoices

The invoice shall be issued after delivery in duplicate providing the exact data of the order. In cases of a defective delivery the date on which the complaint was settled shall be relevant for the calculation of the discount period, instead of the date of receipt of the delivery. If the invoice is received after the delivery has been received, the date of receipt of the invoice shall be relevant for the calculation of the discount period.

## 10. Terms of payment

We will pay any processable and verifiable invoices at our choice either within 14 days of receipt of the invoice with a deduction of 3% discount, or within 30 days net without any discount. We shall only be liable to pay for faultless items that comply with the order and have been accepted. It shall be permissible to set off our own claims against the supplier with any of the supplier's purchase price claims or claims for remuneration for work from any other legal relationships. Even if we accept an early delivery, the due date for the invoice shall be according to the agreed date of delivery plus 30 days. In case of a defective delivery or of a delay of the delivery we shall be entitled to retain payment pro-rata until proper performance has taken place or to set it off against any damage caused by delay.

## 11. Right of withdrawal

We shall have the right to cancel the whole or parts of the order at any time, by giving notice in writing. If the supplier is not responsible for the reason for the cancellation, it shall be compensated for any costs incurred in connection with the order up to the date of the cancellation. Written proof of the costs is to be provided in the form of receipts. Any further claims, for loss of profit, commission or similar are expressly excluded. If an application to commence insolvency proceedings is filed with regards to the supplier's assets and/or insolvency proceedings have been commenced, we shall have the right to terminate this contract without notice and shall not be under an obligation to accept the order.

## 12. Assignment

The contract concluded with us may not be assigned to third parties without our written consent; an assignment of any purchase price claims or claims for remuneration for work by the supplier shall also be excluded.

## 13. Work carried out in our plant

Any persons instructed by the supplier, who carry out work in our plant in fulfillment of the supplier's obligations shall be subject to the provisions or our work regulations and our instructions with regards to the accident prevention regulations as well as the environmental and other regulations applicable in our plant. Hazardous substances may only be used in our plant in consultation with our qualified staff and must be properly labelled.

## 14. Defect of title

The supplier guarantees that all deliveries are free of third-party rights and that by delivering and using the delivery item no patents or other industrial property rights of third parties are infringed. Insofar as the supplier is directly liable by law to a third party, the supplier shall exempt us from any claims of third parties arising from any infringements of property rights and shall bear all costs arising therefrom.

## 15. Scope

Unless otherwise agreed, the laws of the Federal Republic of Germany shall apply. Should one provision of these conditions be ineffective, it shall be replaced by statutory provisions. The other provisions shall remain unaffected. These terms and conditions shall apply vis à vis businesses, legal entities under public law and vis à vis special funds under public law. These terms and conditions shall also apply for any future orders and contractual relationships between the supplier and us.

## 16. Place of performance / court of jurisdiction

Place of performance for the deliveries shall be, at our choice, either Oberhaching, Mindelheim or Bystrice n. P. (Czech Republic) Munich is the court of jurisdiction.