

# General Terms and Conditions of Purchase (for Contracts with Partners outside of Germany)

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## I. Scope

Unless other terms or conditions have been agreed upon in writing, solely the following terms and conditions of purchase are valid for all present and future orders. The supplier's or contractor's (hereinafter jointly referred to as "Supplier") terms and conditions of business apply only to the extent to which we have agreed to them in writing.

## II. Placing and Acceptance of Orders

1. Only written orders and agreements are binding. In particular, our employees are required to confirm in writing oral supplementary agreements and commitments going beyond the contents of the written contract or changing these terms and conditions of purchase to our disadvantage.

2. The Supplier must confirm our order without delay. Should we not receive an order confirmation within 14 days of the date of the order, we may cancel the order.

## III. Dates of Delivery, Acceptance

1. The due dates that have been agreed upon are binding. The date upon which the delivery arrives at its destination determines whether the delivery deadline has been met. As soon as the Supplier realizes that punctual partial or complete delivery and/or performance (hereinafter jointly referred to as "Delivery") is not possible, he must inform us thereof without delay, giving the reasons and the probable duration of the delay. We may withdraw from the contract before the agreed-upon delivery date when it is foreseeable that the Supplier cannot meet the delivery date even when an appropriate grace period has been taken into account, or, without taking an appropriate grace period into account, we cannot use the goods after the delivery deadline has passed

2. Should delivery be delayed, we may demand a contractual penalty of 5% of the agreed-upon total price of the Delivery for every full week of delay, up to a maximum 50% of this value. Further statutory rights are not affected by this payment. The Supplier may prove that the damage is less than the contractual penalty. We reserve the right to assert the right to a conventional penalty until the final bill has been paid.

3. Partial and excess deliveries are allowed only when we have agreed to them in writing.

## IV. Inspection of Manufacturing

We may inspect the Delivery for quality, dimensional accuracy, and agreed-upon characteristics on the Supplier's premises during manufacturing.

## V. Delivery

1. Delivery must be made DDP to the delivery address in the order according to INCOTERMS 2000, otherwise the Supplier must bear all expenses resulting from redispotion of the goods, as well as our damages resulting from the delay. Should we bear transportation expenses, the Supplier must choose the mode of shipment we specify, or, should we not specify a mode of shipment, the method of transportation most favorable for us. The Supplier must take out transportation insurance with sufficient coverage at his own expense.

2. Every Delivery must include a bill of loading and a bill of delivery as well as a material safety datasheet for hazardous material and a certificate of analysis. The bill of delivery must include all information given in the order, e.g., order number and date of the order, our article number, number of pieces or amount, and the article description of the delivered item.

3. The Supplier has not fulfilled his delivery obligations until the proper delivery and shipping papers have arrived. We may store the delivery at the Supplier's expense and risk until we receive

these documents.

4. The amounts and weights we determine upon receipt are authoritative.

## VI. Assumption of Risk

We assume risk when the goods have been properly turned over at the specified destination or, in those cases in which acceptance has been agreed upon or is required by law, have been accepted by us. This condition also applies when we provide our own transportation personnel.

## VII. Packaging and Shipment

1. The goods to be delivered must be packed as is customary in the trade, or, at our request, with special packaging according to our instructions. The Supplier is liable for damage resulting from incorrect packaging.

2. Packaging material will be returned freight collect at the Supplier's expense.

## VIII. Prices and Payment

1. The agreed-upon prices are fixed prices and include packaging and delivery free domicile to the destination. Further extra charges will not be accepted. Should an order be given without a set price or with a suggested price, we reserve the right to accept the price after the order confirmation has been received.

2. The bill must be sent in duplicate to the address printed on the order. Bills may not be included in a shipment. The order date must be clearly visible on the bill.

3. Payment will be made via bank transfer or check after receipt of the goods as per contract and arrival of a correct and verifiable bill. Payment is with 3% discount within 14 days or net within 60 days. The payment period does not begin before the agreed-upon delivery date. We are in delay of payment only after we have received a written demand for payment.

4. Should there be material defects, we have the right to hold back payment proportional to the value of the defective goods until the defect has been duly rectified.

## IX. Liability for Defects

1. The Supplier warrants that the delivered goods are free from defects of title and of material/quality at delivery to or acceptance by us or our customers and comply with and conform to the current state of the art, the applicable laws, safety and accident prevention regulations, as well as with the usual and technical quality standards (e.g., DIN, VDE, VDI, explosion danger guidelines of the appropriate professional organization) in the recipient country. Should there be differences between the German and other versions of these standards, the German version applies.

2. After the goods have arrived, we will examine them for obvious defects, identity, shortages, as well as transportation damage. There is no obligation to further examine the goods. We will report problems to the Supplier within a reasonable period of time after their discovery. In this respect, the supplier waives objections based upon the delayed notification of material defects. There is no obligation to object to delivery of excess goods.

3. Should there be defects, we may demand delivery of replacement goods instead of repair. Should there be particular urgency, we may, after consultation with the Supplier, ourselves undertake the remedy of the defect or have the defect remedied by a third party at the Supplier's expense. Unless the failure is not the Supplier's fault, we also may ourselves undertake the remedy of the defect or have the defect remedied by a third party at the Supplier's expense

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should the Supplier fail to fulfill his duty to supplementary performance after an appropriate grace period.

4. The Supplier must bear all expenses caused by the remedy at, or the delivery of replacement goods to, the place at which the article is in use. We will inform the Supplier of the place at which the article is in use at his request.

5. We may withdraw from the contract when a not insignificant material defect exists and the Supplier fails to carry out the supplementary performance or fails to carry out the supplementary performance in due time. There is no time limit for the declaration of withdrawal. Should there be a call-of purchase order and should defects occur repeatedly, we may cancel the outstanding Deliveries.

6. The period of limitation for claims due to material defects is 36 months after delivery, or, when this has been agreed upon, after acceptance.

7. Unless the effort for the supplementary performance is negligible or the supplementary performance is an explicit act of goodwill by the Supplier, should the Supplier repair or replace delivered goods either partially or wholly after a notice of material defects, the period of limitations according to Subsection IX.5 begins anew.

### X. Liability

1. Should claims based on product liability be raised against us by a customer or other third party, the Supplier must exempt us from such claims at our first written request to the extent that the damage has been caused or contributed to by a defect in the products provided by the Supplier. In cases of fault-dependent liability, this term only applies when the Supplier cannot prove that he is not to blame. To the extent that the cause of the damage lies in the Supplier's area of responsibility, proof that the defect caused the damage is sufficient; otherwise, the Supplier carries the burden of proof.

2. The Supplier always assumes the costs and expenses, including the costs of any litigation or recall, corresponding to his proportion of the cause or fault. This condition also applies in cases of discernible or imminent serial defects.

3. The Supplier must cover his risk of liability with an insurance policy and, upon our request, prove that sufficient coverage exists.

4. The Supplier is liable for damages arising from noncompliance with these terms and conditions. He is also liable for every negligent act or omission of his employees or representatives.

5. Within the scope of compensation for damages, the Supplier must compensate us for reasonable expenses for asserting our legal rights, including expenses for lawyers.

### XI. Provision of Materials, Information, and Means of Manufacture

1. All information and materials provided to the Supplier for the purpose of providing goods or services must be checked by the Supplier for completeness, correctness, and suitability for the intended purpose. The Supplier obligates himself to keep all details of our orders, e.g., number of pieces, technical construction details, commercial conditions, etc., as well as trade and company secrets that he has received from us in connection with our business relationship secret from third parties.

2. Materials, formulations, documents and means of manufacture provided by us remain our property. Means of manufacture made at our request and paid for by us become our property after they have been paid in full. Our taking possession of these items will be replaced by the Supplier storing the items for us with the diligence of a prudent businessperson and without charge. The Supplier must store

our items separately from items not belonging to us and must insure these items sufficiently against fire, water, or theft at his own expense.

3. Our property must be clearly identified as such on the articles themselves as well as in company records. After the conclusion of the business relationship, all materials provided to the Supplier, all embodied information, and all means of manufacture must be handed over to us upon request. These items may neither be used by the Supplier for his own purposes, nor may they be made available to third parties. Items made according to documents that we have produced (e.g., drawings, models, formulations, etc.), according to our confidential specifications, or with our means of manufacture may neither be used by the Supplier nor offered or delivered to third parties.

### XII. Third-party Industrial Property Rights

The Supplier warrants that no third-party industrial property rights, e.g., patents or utility patents, or other rights or business or trade secrets, will be violated by the use of the delivered goods, even in the country of end use. At our first written request, the Supplier must exempt us to this extent from any possible third party claims. In cases of fault-dependent liability, this term only applies when the Supplier cannot prove that he is not to blame. The Supplier is not liable to the extent that he manufactures items exclusively according to our drawings or other specifications and he did not know or could not have known that the manufacture of these goods violated third-party rights.

### XIII. Other Provisions

1. The place of performance for all Deliveries is the destination we specify.

2. The place of jurisdiction is the court that is competent at our place of business. However, we have the right to initiate legal proceedings in the court of competent jurisdiction for Supplier's place of business.

3. Substantive law of the Federal Republic of Germany, including the United Nations' Convention on Contracts for the International Sale of Goods (CISG), governs this contractual relationship.