

## Purchasing Terms and Conditions

### 1. Conclusion of contract

Only orders, which are placed or confirmed in writing are valid. We expect to receive the duplicate of our order bearing a seal and valid signature by way of order acknowledgment. Changes and additions included in the order acknowledgment by the supplier are only recognized if we subsequently consent thereto in writing. The fact that we accept delivery or make payments does not imply any recognition of the supplier's general terms of conditions of business. On the contrary, we regard the performance of the delivery to our order by the supplier as recognition of our purchasing terms and conditions, even if the supplier has previously expressly contradicted them or made reference to other terms and conditions in his order acknowledgment.

### 2. Price

The price is understood to be fixed and includes all ancillary costs of whatever kind.

### 3. Passage of title

Ownership of the goods passes to us with their delivery to us or to the third party designated by us. The risk of deterioration and loss of the goods lies with the supplier until the passage of title.

### 4. Delivery date

The dates stated are understood to be the dates of arrival of their destination. Deliveries before the agreed date may only be made with our consent. Deliveries arriving too early will either be refused or stored by us at the supplier's expense. In the event of delayed delivery, the supplier will be liable in accordance with legal provisions. Besides the right to compensation, we are entitled to demand a contractual penalty in the amount of 0,5% of the total price of the order for each week or part thereof by which the time limit is exceeded, but not totalling more than 5%.

### 5. Transport and damage in transit

The stipulated means of transport must be used. The supplier is obliged to insure the goods until they are handed over at the place of performance or destination. Invoiced packaging on loan will not be paid for; it will be returned carriage paid. The supplier is liable for damage to goods in transit due to inadequate or unsuitable packaging, even if we undertake shipment of the goods to their destination.

### 6. Payment

Payment will not be made until the goods are received at their destination and the invoice has been presented, either within 30 days with 2% discount or within 60 days net.

### 7. Warranty

The supplier grants us full warranty of title and quality. The supplier is liable for the faultless condition and fitness of his delivery, both for ordinary applications and for that notified to the supplier, and for warranted characteristics of the goods. The warranty period is two years and commences with the delivery of the goods by the supplier. We are not obliged to examine the supplier's goods for defects on delivery, even by way of spot checks. Defects in goods can be notified at any time during the entire warranty period, before and/or after processing and/or resale, but they must be reported after becoming apparent. If a warranty case arises due to defects in delivery, we have the option of demanding cancellation, price reduction, rectification by the supplier himself or a third party or delivery of other goods conforming to the order, with or without compensation in each case. In the process, we can make uniform use of these claims for the order as a whole or apply each of them to a specific portion of the order. We must also be compensated for any loss arising in connection with the defect. The period of limitation for all the aforementioned claims is two years from our discovery of the relevant defect/loss in the delivered goods.

#### **8. Recourse in respect of warranty claims by third parties**

We are entitled to pass on to the supplier all expenses we incur vis-à-vis our customers from warranties for defective or faulty goods of the supplier.

#### **9. Product liability**

During all the time he supplies us, the supplier maintains a product liability and employer's liability insurance which appropriately covers the risks arising from liability as well as our indemnity, and fulfils the following conditions:

Local validity worldwide, incl. USA/Canada  
Installation and dismantling costs included.

Evidence of insurance cover must be provided to us on request.

#### **10. Proof of origin and restrictions on export**

The supplier will provide a written and duly signed declaration of the origin of the goods, using the proper form and including all the required information (Certificate of Origin). This declaration has to be submitted with the first delivery at the latest.

The supplier warrants, that delivered goods conform to all relevant legal requirements. In the case of supplies to another country than the country of origin they have to conform to the regulations of the country of destination, as well.

The same applies to evidence required under VAT/sales tax legislation for deliveries abroad and for such inside the European Union.

The supplier will inform us immediately, if a delivery, or part of it, is subject to export restrictions according to domestic or other law.

Suppliers from Member States of the European Union are obliged to submit on their own accord within 30 days after order acceptance, and subsequently within the first two months of each calendar year long-term supplier's declaration according to the current European regulations in force at that time. If this is not possible for particular deliveries of goods, the corresponding Certificate of Origin has to be submitted when issuing the invoice at the latest.

#### **11. Intellectual property rights**

The supplier will indemnify us in respect of the goods delivered or parts thereof against claims arising from the intellectual property rights of third parties, such as patents, copyrights, trademarks and suchlike. The supplier undertakes to intervene at our request in any legal proceedings brought against us, or to conduct the action in place of us at his own expense and/or to bear cost and compensation consequences arising from the action.

#### **12. Copyright and documentary material**

Drawings, calculations, models, dies, moulds, samples and all other documentary material placed at the supplier's disposal remain our property. They may not be disclosed to third parties in any form without our written consent. Tools, gauges, apparatus, models, etc., which we have paid for remain our property, and must be properly stored and insured against all damage. They may neither be modified, destroyed, nor used for third parties without our written consent.

#### **13. Place of performance and jurisdiction**

The contract is subject to German law. Our registered office is the place of performance. The courts exercising jurisdiction at our registered office are stipulated as the legal venue.

#### **14. Environmental Liabilities**

Supplier must comply with the European Community Regulation REACH (EC 1907/2006), and products or parts delivered under this Purchase Order must not contain any product, material or substance prohibited by the legislations or regulations applicable in the supplier's country, the European Union and all countries in which the products or parts are marketed and used.