

1. General, Scope

Our General Purchasing Terms and Conditions shall apply exclusively to any and all – including future – orders of goods, services or work performances, provided the supplier is an entrepreneur (§ 14 German Civil Code, *Bürgerliches Gesetzbuch, BGB*), a corporate body under public law or a special fund under public law. Any terms and conditions of the supplier conflicting with or deviating from our Purchasing Terms and Conditions shall not be recognised by us, unless we expressly agree to it in an individual case. Our Purchasing Terms and Conditions shall apply also in case we unconditionally accept the delivery or the services from the supplier, having knowledge of its conflicting or deviating terms and conditions.

2. Order

Our orders become binding only if placed in writing. Oral agreements are only binding if confirmed by us in writing. The supplier shall issue a written order confirmation to us within 7 days after receipt of the order; otherwise the order shall not be binding upon us. Our order numbers, notes as well as material numbers as applicable are to be stated on all documents necessary for the performance of the order. Order confirmations, advices of dispatch and invoices shall always be issued in twofold. Decisive for an interpretation of trade terms are the Incoterms® as amended.

3. Prices, Payment Conditions

The price as stated in the order and confirmed in the order confirmation issued by the supplier shall be binding. All prices are including value added tax if not stated otherwise. If not agreed otherwise in an individual case, payments are due within 30 days from receipt of the goods or services and the receipt of an invoice in due form. If we make the payment within 14 calendar days, the supplier shall grant a discount of 3 % on the net amount of the invoice. The deduction of a discount shall also be permitted in case of a set-off (*Aufrechnung*), or if we legitimately retain payment, e.g. in case of defects. The price includes all service performances and ancillary services (e.g. assembly, mounting) and ancillary costs (e.g. transport, packaging, insurance) of the supplier as well as a free delivery to the place stated in the order (place of performance, *Erfüllungsort*). We are entitled to the statutory rights of set-off and retention. The supplier is entitled to set-off only in respect of undisputed or legally determined claims. In case of delayed payments we owe interest in the amount of 5 percentage points above the base rate according to § 247 BGB.

4. Delivery Times

The agreed delivery times are binding. Imminent delivery delays are to be notified to us immediately. We are entitled to the applicable statutory rights in case of a delayed delivery. We are in particular entitled to claim damages for non-performance (*Schadenersatz wegen Nichterfüllung*) after granting an adequate period of grace (*Nachfrist*).

5. Place of Delivery, Passing of Risk

Unless otherwise agreed, deliveries and services including packaging are to be delivered free and duty paid to the place of destination stated in the order (place of delivery, *Erfüllungsort*). The shipment shall be effected to the address stated in the order and shall state our order details on the packaging, bill of lading, parcel addresses, advices of dispatch, invoices and adhesive labels. We shall be informed of the shipment immediately and including the statement of the order number. The receipt at the place of performance shall be decisive for the timeliness of a delivery; however, in case of a delivery that includes mounting or assembly or in case of services, the acceptance shall be decisive. At these points in time the risk for the delivery or service as well as the risk of accidental loss or deterioration shall pass onto us.

6. Contractual Penalty

In case of a delay the supplier is responsible for we are entitled to claim a contractual penalty of 0.3 % of the (net) amount of the order per working day, at a maximum however 5 %. We are entitled to claim the contractual penalty in addition to the performance. We will assert the contractual penalty against the supplier within 10 working days from the receipt of the delayed delivery or service. Further rights and claims remain unaffected.

7. Retention of Title

We accept a potential simple retention of title only provided that the ownership passes to us at full payment and provided that we are entitled to resale and to forward the goods in the normal course of business. Further kinds of retention of title, in particular an extended, transferred or subsequent retention of title shall not be accepted, and deviating terms of business shall not become part of the contract.

8. Warranties

The supplier shall deliver the goods free from material defects and defects in title. The entrepreneur's duties of examination and notification shall

apply subject to the statutory provisions and under the condition that the notification shall be regarded as being without delay if received by the supplier within a period of 5 working days. The statutory provisions shall apply in respect of our rights in case of material defects and defects in title; we are entitled to claim repair or replacement from the supplier at our choice. If the supplier does not fulfil his duty of supplementary performance within a set deadline, we are entitled to remove the defects. In this case, the supplier shall bear all costs and expenses necessarily incurred for the purpose of removal of the defects or replacement delivery. Further, the rights to claim damages, to reduce the price and to withdraw from the contract expressly remain unaffected. The period of warranty shall be 24 months from the passing of the risk or, if an acceptance is agreed, from the acceptance of the contract works.

9. Product Liability, Indemnity, Liability Insurance

If the supplier is liable for a damage of the product, he is obliged to exempt us from claims of third parties on first request to the extent the cause is to be found within his sphere of control and organisation, and to the extent he is liable towards third parties. The supplier shall maintain product liability insurance with coverage of 5m EUR per personal/property damage per case – as a lump sum. Further damage claims we are potentially entitled to shall remain unaffected.

10. Property Rights

The supplier guarantees that no third parties rights are violated in connection with his delivery. In case of third parties claiming against us, the supplier shall exempt us from these claims on first demand. The supplier's duty to exempt shall cover all costs and expenses necessarily incurred due to or in connection with third party claims.

11. Tools, Mountings

Mounting tools are generally not provided by us. Exceptions must be agreed expressly. Tools provided by us remain our property. The supplier shall use those tools exclusively for a manufacturing of the goods ordered by us, mark them as our property and maintain them carefully. After execution of the order, the supplier shall return the tools to us.

12. Protection of the Environment

The supplier shall use products, procedures and packaging for his deliveries and services as well as for subcontractions and ancillary services of third parties that are environmentally safe to the extent this is commercially and technically possible, and shall take into account the requirements of a protection of the environment for all activities aimed at a fulfilment of the contract.

13. Termination, Withdrawal

We are entitled at our choice to withdraw from the contract in whole or in part without cost, or to terminate the contract with immediate effect if the supplier does not fulfil his payments or his duties of contractual performance or if insolvency is filed for in respect of the assets of the supplier. In case of a withdrawal the supplier shall hand over at our request pieces, materials etc. partially or as a whole manufactured or purchased for this order if the consideration was paid by us already or if we are prepared to pay the consideration versus the handing over (*Zug um Zug*).

14. Place of Performance, Jurisdiction and Applicable Law

If not stated in these General Purchasing Terms and Conditions or expressly agreed otherwise, Uetersen shall be the place of performance (*Erfüllungsort*) for all rights and obligations under the contract for both parties. Exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Uetersen. The laws of the Federal Republic of Germany shall apply for these Purchasing Terms and Conditions and for the whole of the legal relationships between us and the supplier. The application of the UN-Convention on the International Sale of Goods dated 11 April 1980 is excluded.

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