

## PURCHASING CONDITIONS

### 1. General

Our purchase orders and contracts are subject exclusively to the following purchasing conditions. Amendments and supplements to the following purchasing conditions and deviating conditions of sale of the Seller shall only be deemed to have been accepted when confirmed in writing by us as an annex to our purchasing conditions. Only written contracts or purchase orders are valid. Verbal agreements shall only be binding on us when confirmed in writing.

### 2. Order Confirmation

We reserve the right to withdraw from contracts and purchase orders if the attached order confirmation with legally binding signature is not returned to us within 4 days.

### 3. Quality Assurance

Our quality assurance regulations, manufacturing specifications and material specifications form an integral part of our purchase contracts.

### 4. Delivery

Deviations from our contracts and purchase orders are only permitted with our prior written approval. Delivery shall be made on the dates stipulated by us or our subsidiaries in the purchase orders, individual call-off orders or delivery plans. If the agreed delivery dates are not kept for reasons attributable to Seller, we shall be entitled – at our discretion and notwithstanding further statutory claims – to withdraw from the contract, to obtain replacements from a third party and/or to claim damages due to non-fulfilment. Seller shall be obliged to compensate us for all additional costs incurred by us as a result of delays in deliveries or supplies. The acceptance of delayed deliveries or services does not constitute a waiver of claims for damages. In the event of repeated delays in delivery or service, we shall be entitled to withdraw from the contract even if the delay was not attributable to Seller. If Seller foresees any difficulties in production or material procurement or if circumstances occur beyond the control of Seller which could hinder him in the punctual delivery in the prescribed quality, our ordering Purchasing department must be notified accordingly without delay. The values determined by us during our incoming goods inspection shall be binding for quantities, weights and dimensions.

### 5. Acceptance

Labour disputes, operational disruptions, unforeseen and unavoidable changeovers in production and other circumstances resulting in a reduction in our requirements, as well as cases of force majeure, shall release us from our obligation to take delivery.

### 6. Notification of Dispatch and Invoice

The specifications in our purchase orders, individual call-off orders or delivery plans and those of our subsidiaries shall be binding. The invoice shall be sent in one original copy to the address printed on the purchase order; it must not be included with the shipment.

### 7. Prices and Passage of Risk

In the absence of any special agreement, the prices shall be understood free of our works or the works of our subsidiaries, including packaging. The statutory provisions shall apply to the passage of risk. All payments will be made exclusively to the Seller. Assignments of payments to third parties are not permitted.

### 8. Terms of Payment

In the absence of any special agreement, invoices will be paid within 120 days without discount. The period shall start from the time both the invoice and the goods have been received by us or the services have been provided. Payment is made subject to invoice verification.

### 9. Warranty

Goods are accepted subject to inspection for correctness and suitability. We shall not be bound by any deadlines in respect of notification of defects. For defects in the goods or services, irrespective of whether they are discovered immediately or later, the Seller or manufacturer shall be liable for the duration of the warranty period in that notwithstanding our further statutory legal remedies, we shall be entitled to claim free replacement, free fault remedy of the defect or an appropriate price reduction at our discretion. If defective goods are repeatedly delivered, we shall be entitled to withdraw from the contract, in the case of successive delivery contracts to immediately terminate the contract. If an incoming goods inspection is necessary due to faulty delivery, Seller shall bear the costs involved. In urgent cases we shall be entitled to remedy the defects ourselves at the expense of Seller.

### 10. Performance of Work

Persons carrying out work on the company premises in fulfilment of the contract must

abide by the provisions of the respective plant rules; the regulations for entering and exiting the plant facilities must be observed. The liability for accidents suffered by such persons on the company premises shall be excluded as far as intent or gross negligence cannot be proved.

**11. Buyer-supplied Materials**

Materials and parts supplied by us remain our property. They may only be used for the intended purpose. The processing and material and the assembly of parts is performed in our name. It is agreed that we become joint owners of the products manufactured using our materials and parts in the ratio of the value of our supplies to the value of the finished product which is thus stored by Seller for us.

**12. Specimens, Drawings**

Documents of all kinds which we provide to Seller, such as drawings, models, notices and all other order documents, and which are declared by us as being confidential shall be returned to us free of charge and without the need for a separate request as soon as they are no longer required for the purposes of the purchase order. They shall not be made accessible to third parties. Products manufactured according to our documents, such as drawings, models, etc. or on the basis of our confidential information or using our tools or copied tools must neither be used by Seller nor offered or delivered to third parties. This shall apply analogously to our printing orders.

**13. Place of Performance and Venue**

Place of performance and venue is at the administration seat of the Buyer.