



General terms and conditions for purchasing valid from 01.07.2012

1. Validity

These general terms and conditions for sale shall apply to all services and goods delivered by the supplier to us, unless other arrangements have been expressly made. Any of the supplier's general terms and conditions for business that contradict our terms and conditions for sale shall apply only when we have expressly agreed to this in writing.

2. Ordering

We shall only consider orders placed in writing as binding. Orders placed orally or on the telephone shall require written confirmation. Alterations must be expressly authorised by us in writing. In the case of blanket orders, we reserve the right to increase, reduce or cancel the amounts delivered 3 weeks before the relevant delivery date.

3. Delivery date, deadlines

Agreed deadlines and dates for deliveries and services shall be binding. If delays occur or are anticipated, the supplier is to inform us in writing immediately. If the supplier also fails to deliver or perform the service within a subsequent deadline set by us, we shall be entitled with no prior notice to refuse acceptance, to cancel the contract and/or to demand compensation for damages for non-performance of the contract. We shall be entitled to do this even if the supplier is not responsible for the delay. The supplier shall be liable for the additional costs incurred by us through the supplier's delay, in particular the additional costs arising from the consequent requirement to cover the services elsewhere. In addition it shall be agreed that a blanket contractual penalty charge of 0.5% of the total value of the order up to a maximum of 5% of the total value of the order shall apply for every complete week that the delivery date is exceeded. We shall also be entitled to our statutory rights. Acceptance of delayed delivery or performance does not imply a waiver of a claim for compensation. This shall also be paid when no express reservation is communicated at acceptance.

4. Delivery and shipment

Notice of shipment shall be provided when the goods are despatched. Our order number, our position number and a description of the contents including nature and amount are to be recorded in all shipping notes, waybills and delivery notes which are to be included with all deliveries. Postal deliveries for whose cost we are liable in whole or in part are to be sent at the least expensive rates. We will not pay cartage. In order to prevent damage in transit due to missing or faulty securing of cargo, the supplier shall have the load secured by the collecting haulage contractor. The supplier shall be liable for all damages and costs arising from faulty adherence to or neglect of our regulations. Partial deliveries require prior agreement from us in writing. A technical manual and instructions for use shall be supplied free of charge with all equipment. The duty to deliver shall be discharged for software products only when the entire technical system documentation and user documentation has been supplied.

5. Packaging

The supplier shall undertake to send goods manufactured or processed by him only in packaging that in their nature, shape and size are environmentally friendly and comply with the relevant version of packaging legislation. Irrespective of whether the packaging is transit, retail or secondary packaging, the supplier shall be prepared to take such packaging back at no charge either for re-use or for recycling at a place other than a public waste disposal facility.

6. Payment

The claim for payment shall become due 30 days after receipt of goods and receipt of the supplier's invoice or may be settled at our discretion within 14 days of receipt of good and invoicing with a 3% discount. We shall on no account permit settling of payments through cash on delivery. Payments do not imply any acknowledgement of delivery or performance as within the terms of the contract. In the event of defective or incomplete delivery or performance we shall be entitled without prejudice to our other rights to retain payments of claims deriving from the business relationship to an appropriate extent until proper performance has been completed. The supplier may not assign claims against us to third parties without our prior permission.

7. Safety, guidelines

The supplier asserts that his deliveries and performance of services comply with all statutory requirements, especially any safety or environmental conditions, including hazardous substances regulations, the German Electrical Equipment Act (*ElektroG*) and the safety recommendations of the relevant German professional associations or authorities, e.g. VDE, VDI, DIN in their currently valid versions. When delivering machinery, the supplier undertakes to observe the requirements of the EU Directive on machinery in its currently valid version. Where required, the supplier shall fill out the EU Conformity Declaration for this machine/these machines and attach the CE symbol. In the case of machines that are intended to be built into other machines or combined with other machines to make a machine as defined by the EU Machinery Directive (so-called non-functioning machines), the supplier shall include a manufacturer's declaration as required by the Machinery Directive.

8. Import and export conditions, customs

The supplier shall provide his EU VAT ID number for deliveries and services originating from a EU state outside Germany. Imported goods are to be delivered having passed customs. The supplier shall undertake to make any requisite declarations and provide information as part of the statutory requirements at his own cost. In addition, the supplier shall undertake to inform us of any permit requirements in the event of (re-) export under German, European and US customs regulations, as well as of any export and customs requirements from the country in which the good and services originated.

9. Transfer of risk, acceptance, title rights

Irrespective of the invoicing procedure agreed, the risk in deliveries without assembly or installation shall be transferred to us upon receipt at the delivery address specified and in deliveries with assembly or installation with the successful completion of our acceptance. Operation or use shall not replace our declaration of acceptance. No extended or expanded reservation of title in the goods delivered shall apply.

10. Notification of defects

We take every care to inspect incoming deliveries for damage in transit and defects immediately. The supplier shall for 14 days waive the right to raise an objection on the grounds of late notification of defects. In the event that defective goods are returned to the supplier, it is agreed that a flat processing fee of 5 % of the price of the defective goods shall apply. We reserve the right to demonstrate greater costs. The supplier shall reserve the right to demonstrate lower or no costs. Identified defects, especially those that are revealed during processing, shall be corrected by us ourselves or by third parties at the expense of the supplier in pressing cases or with a view to reducing losses.

11. Warranty for defects in quality or title

Defective deliveries or services from the supplier are to be replaced or repeated immediately. In the event of faults in development or construction, we shall be entitled at our discretion to cancel the contract or reduce payment and in addition demand compensation for damages in each case. If the supplier further does not remedy the defect within the statutory subsequent deadline, we may at our discretion cancel the contract or reduce the payment and in addition demand compensation for damages in each case. The expiry date for our claims for defects in quality shall be 24 months after commercial use, at

the latest 36 months after transfer of risk; the expiry date for our claims for defects in title shall be ten years after transfer of risk. The term of the expiry period shall be suspended for the period beginning with the despatch of our notification of defect and ending with settlement of our defect claim.

If the supplier is informed of the purpose of use and requisite data for the product to be delivered, the supplier shall assert the suitability of his goods and service for such a use. The supplier shall undertake to guarantee permanent quality assurance of his goods and services through a documented and functioning quality assurance system and suitable inspections and checks during the manufacture of his goods. He shall produce documentation of these inspections. We shall be entitled to seek satisfactory assurance of the nature of the implementation these inspections and checks on site, and this shall also apply to sub-suppliers as required. The supplier confirms the existence of suitable and sufficient product liability insurance and undertakes to produce suitable proof of this on demand. Our statutory rights shall otherwise remain unaffected.

12. Repeated disruptions to services

If, after written notice, the supplier again supplies essentially the same or similar defective goods or delays performance of the contract, we shall be entitled to cancel the contract immediately. Our right to cancel also includes in this case any such deliveries and services that the supplier may still have to provide to us under the terms of this or any other contract.

13. Property rights

The supplier shall indemnify us from all claims arising from breaches of property rights or property right claims in respect of third parties and shall refund to us the necessary cost of any court proceedings in this respect.

14. Accident prevention

If the supplier is obliged to perform the contract or make deliveries on our business premises, he shall undertake to ensure that all statutory regulations and guidelines for health and safety, environmental protection and fire prevention for site visitors in their currently valid versions are observed by his legal representatives and agents.

15. Models, tools, technical documents

All information, data, documents, drawings, plans, parts, designs, specifications, measurements, procedures, patterns, prototypes, models, tools, manufacturing aids etc. that we make available to the supplier to manufacture the goods and/or services ordered shall remain our property. All brand, copyright and other property rights shall remain with us. The supplier shall undertake to keep and store them confidentially and carefully, not to make them available to third parties, to make copies only for the purposes of completing the order and to return them without prompting to us once the delivery is completed, including any copies that have been made. The supplier is to this extent excluded from asserting a right of retention. In addition, the supplier shall undertake to insure these at his own cost against fire, water, theft, loss and other damages. If the supplier manufactures the aforementioned articles for us at our cost, title in these shall pass to us upon payment. The aforementioned provisions shall apply appropriately in other cases. Storage by the supplier shall be at no charge; we shall be entitled to request the return of the article or articles at any time. If the supplier commissions sub-suppliers to complete our order, the aforementioned provisions shall apply to the sub-supplier as appropriate. The supplier shall assign to us his claim against the sub-supplier for transfer of title in the articles or the like.

16. Duty of confidentiality

The supplier shall undertake to treat confidentially all non-public commercial and technical information, data, documents, drawings, plans, parts, designs, specifications, measurements, procedures, patterns, prototypes, models, tools etc. he receives directly or indirectly in the course of working with us. The supplier undertakes in particular not to pass the confidential information to third parties or to make it available in an altered form to third parties and to take all appropriate precautions to prevent the access of third parties to such confidential information. Any transfer, provision or provision of access of confidential information to third parties must always be agreed by us in advance in writing. This duty of confidentiality shall apply irrespective of whether the confidential information is made available orally, in a document, or in machine-readable, electronic or any other form. The duty of confidentiality shall apply to all the supplier's staff and contractors, irrespective of the nature or legal status of their occupation. The supplier shall undertake to inform the aforementioned persons of the duty of confidentiality and to impose an appropriate duty of confidentiality on them. If the supplier deliberately or negligently breaches the duty of confidentiality in whole or in part, we shall be entitled to cancel the contract and to claim compensation for damages. In addition, the supplier shall hereby undertake to pay in each instance of a breach of these agreements a penalty in the amount of EUR 25,000 (in words: twenty-five thousand Euro). Any claim that the instances are in some way connected is hereby excluded in all cases. We reserve the right to set-off all such claims against those of the supplier. The burden of proof shall rest with the supplier that such a breach of contract was not carried out by him or caused by him.

17. Exclusive delivery

If the manufacture of specific products or items from the supplier is exclusively and solely agreed for us, the supplier shall undertake to deliver and perform the contract exclusively for us; and not to deliver or perform the contract for branch offices, subsidiaries, clients or other natural or legal persons.

In the event of a breach of this agreement, the supplier shall undertake to reimburse us for the damages arising directly or indirectly from this (including the costs of any proceedings). We shall additionally be entitled to cancel the contract. In addition to any existing liability for claims for damages for breach of duty, the supplier shall hereby undertake to pay in each case of a breach of these agreements a penalty in the amount of Euro 25,000 (in words: twenty-five thousand Euro). Any claim that the instances are in some way connected is hereby excluded in all cases. We reserve the right to set-off all claims against those of the supplier. After the business relationship has ended, the supplier shall undertake immediately to cease production and sale of the goods or services exclusively manufactured for us. The burden of proof shall rest with the supplier that such a breach of contract was not carried out by him or caused by him. The provisions of this agreement shall also apply to subsidiaries and partner companies of the supplier.

18. Federal Data Protection Act

The supplier's data shall be stored in the course of the business relationship. The supplier shall be informed of this.

19. General provisions

The place of performance shall in all cases be the delivery address. It shall be agreed that the place of jurisdiction for all disputes arising between the parties shall be the place of business of the purchaser. We shall also retain the right to begin proceedings at the supplier's place of business. German law shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and the referral provisions under German international private law. If individual provisions of these general terms and conditions for purchasing are completely or partly invalid, this shall not affect the validity of the other provisions and/or the other parts of such clauses.