

## General Terms and Conditions of Purchase As at March 2017

### I. Scope

1. These General Terms and Conditions of Purchase apply to all orders of goods and services – including future such orders – and their processing. We shall not recognise terms and conditions of the Vendor that contradict or deviate from these Terms and Conditions of Purchase, unless specified otherwise in these Terms and Conditions of Purchase or in the contract with the Vendor. In the event that we accept the goods without any explicit objection, this may under no circumstances be taken to mean that we have recognised the Vendor's terms and conditions.
2. Verbal agreements of our employees shall only become binding with our confirmation in written form.
3. The creation of offers is free of charge and non-binding for us.
4. The Incoterms, in their relevant valid version, shall be definitive for interpretation of trade clauses.

### II. Prices

1. The agreed price is a fixed price.
2. In the case of pricing "free domicile", "free destination" and other "free/carriage paid" deliveries, the price shall include the freight and packaging costs. Where delivery costs are not included, we shall pay only the cheapest freight costs, unless we have stipulated a particular type of shipment.

### III. Payment

1. Failing another agreement or more favourable conditions from the Vendor, payments shall be made within 14 days, minus a 3% discount, or net within 30 days.
2. Payment and discount periods shall commence from the date of invoice, however not prior to receipt of the goods or, in the case of services, not before they are accepted and, where documentation, test certificates (e.g. factory certificates) or similar documents are included in the scope of delivery, not before they are handed over to us in accordance with the contract.
3. Payments shall be made by cheque or bank transfer. The payment shall be deemed to be in good time if the cheque has been sent by post on the due date or if the bank has been tasked with carrying out the transfer on the due date.
4. Interest on maturity cannot be requested. The default interest rate shall be 5 percentage points above the base interest rate. In all cases we shall be entitled to provide evidence of less damage caused by delay than the amount demanded by the Vendor.
5. We shall hold rights of set-off and retention in the scope stipulated by law. In particular, we shall be entitled to withhold the purchase price if, and for as long as, agreed test certificates in accordance with EN 10204 have not been supplied to us.

### IV. Delivery deadline / Late delivery

1. Agreed delivery dates and deadlines are binding. Where there is a threat that the delivery may be delayed, this fact must be notified to us in writing. At the same time, appropriate countermeasures to avert the consequences must be proposed.
2. The date and time at which the goods are received by us shall be decisive for compliance with the delivery date or the delivery deadline, unless agreed otherwise in writing.
3. If the Vendor falls behind with delivery, we shall be entitled to our statutory rights. In particular, following the expiry of an appropriate grace period set by us without effect, we shall be entitled to request compensation instead of the service. Our claim to the service shall only be excluded once the Vendor has paid the compensation.
4. The Vendor may only invoke the absence of documents which we were to supply if it has not received the documents even after a written warning.

### V. Retention of title

1. With regard to the Vendor's rights to retention of title, these provisions shall apply with the proviso that the ownership of the

goods is transferred to us when payment is made and accordingly the extended form of the current account reservation shall not be applicable.

2. The Vendor may only request handover of the goods on the basis of retention of title if it has first withdrawn from the contract.

### VI. Execution of deliveries and transfer of risk

1. The Vendor shall be liable for the risk of accidental destruction and accidental deterioration, including for "carriage paid" and "free domicile" deliveries, until such point as the goods are handed over at the destination.
2. Partial deliveries shall require our consent.
3. Surplus or short deliveries shall only be permitted to the extent customary in the trade.
4. The Vendor shall be liable for the packaging costs, unless agreed otherwise in writing. If, in an individual case, we bear the costs of packaging, these must be charged to us at the lowest cost possible. The take-back obligations shall be pursuant to the Packaging Ordinance of 21 August 1998 [Verpackungsverordnung], in its relevant valid version.

### VII. Declarations regarding originating status

1. At our request, the Vendor shall provide us with a supplier declaration regarding the preferential origin of the goods.
2. For the case that the Vendor issues declarations regarding the preferential or non-preferential originating status of the goods sold, the following shall apply:
  - a) The Vendor undertakes to enable the inspection of proofs of origin by the customs authorities and both to provide the necessary information in this regard and to supply any confirmations that may be necessary.
  - b) The Vendor undertakes to make good the damage caused in the event that the declared origin is not recognised by the competent authority due to a defective certificate or a lack of opportunity for verification, unless the Vendor is not responsible for these consequences.

### VIII. Liability for defects and statute of limitations

1. The Vendor must supply us with the goods free from material defects or defects of title. In particular, it must ensure that its deliveries and services comply with established sound engineering practice and the contractually agreed properties and standards.
2. Upon receipt, we shall inspect the goods with regard to quality and completeness, to the extent reasonable and technically possible for us. Within the framework of the receiving inspection, failing any specific indications of defectiveness, only inspections of the external condition of the goods, as visible to the naked eye, shall be regarded as reasonable, and not inspections of the goods' internal condition. Notifications of defects shall be deemed to have been submitted in good time if they are received by the Vendor within eight working days, by letter, fax, email or telephone. The time period for the notification of defect shall commence with the date and time at which we – or in the case of third-party business, our customer – detected the defect or should have detected the defect.
3. If the goods exhibit a material defect, we shall be entitled to the statutory rights of our choice. Rework carried out by the Vendor shall be deemed to have failed after the initial unsuccessful attempt. We shall also be entitled to withdraw from the contract if the relevant breach of obligation on the part of the Vendor is only insignificant.
4. We may also request compensation from the Vendor for such expenses connected to a defect as we are forced to accept in the relationship with our customer, if the defect was already present at the point the risk was transferred to us.
5. The statutory limitation periods shall apply to our claims for defects. These periods shall commence with notification of the defect in good time within the meaning of No. 2 above. The Vendor's liability for defects shall come to an end no later than

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- ten years following delivery of the goods. This limitation shall not apply in the event that our claims are based on facts that the Vendor knew or could not have been unaware of, and that it did not disclose to us.
6. The Vendor hereby assigns to us – on account of performance – all claims that it holds against its upstream suppliers by reason of and in connection with the delivery of defective goods or of such goods as do not present guaranteed properties. It shall hand over to us all the documents necessary to assert such claims.
  2. The place of jurisdiction shall be Munich. We may also bring actions against the Vendor at its place of jurisdiction.
  3. In addition to these Terms and Conditions, all legal relationships between us and the Vendor shall be governed by German law, including the provisions of the United Nations Convention of 11/04/1980 on Contracts for the International Sale of Goods (CISG).
- X. Applicable version**  
In case of doubt, the German version of these General Terms and Conditions of Purchase shall be definitive.
- IX. Place of performance, place of jurisdiction and applicable law**
1. Unless otherwise agreed, the place of performance for the delivery shall be our company.