

General Terms and Conditions of Purchase

§ 1 Application

(1) All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. They shall form an integral part of all contracts concluded by us with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to us, even if they are not separately agreed on again. These General Terms and Conditions of Purchase shall only apply if the supplier is an entrepreneur (§ 14 BGB, German Civil Code), a legal entity under public law or a special fund under public law.

(2) General terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their application in individual cases. Even if we refer to a letter that contains or refers to the general terms and conditions of the supplier or a third party, this shall not constitute an agreement to the validity of those general terms and conditions.

(3) Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(4) Legally relevant declarations and notifications by the supplier with regard to the contract (e.g. setting of deadlines, overdue notices, recessions) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory requirements of form and further proof, in particular, in case of doubts about the legitimacy of the declaring person, shall remain unaffected.

§ 2 Orders and purchase orders

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The supplier shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The supplier is obliged to confirm our order in writing within a period of 5 days or to execute it without reservation, in particular by dispatching the goods (acceptance). A delayed acceptance shall be deemed a new offer and shall require acceptance by us.

§ 3 Prices, terms of payment, invoice details

(1) The price stated in the order shall be binding.

(2) Unless otherwise agreed in writing, the price shall include delivery and transport to the place specified in the order, including packaging. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office in Gross-Umstadt. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance.

(3) If, according to the agreement reached, the price does not include the packaging and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, such packaging shall be charged at the proven cost price. Upon our request, the supplier shall take back the packaging at its own expense.

(4) Unless otherwise agreed, we shall pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 3% discount or within 30 days net. The receipt of our transfer order at our bank shall be sufficient for the timeliness of the payments owed by us.

(5) All order confirmations, delivery documents and invoices shall state our order number, article number, article description, delivery quantity and delivery address. If one or more of these details are missing and this causes a delay in processing by us in the normal course of business, the payment periods specified in para. 4 shall be extended by the period of the delay.

(6) In the event of default in payment, we shall owe default interest in the amount of five percentage points above the base interest rate pursuant to § 247 BGB.

§ 4 Delivery time and delivery, transfer of risk

(1) The delivery time specified by us in the order shall be binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 2 weeks from the conclusion of the contract. The supplier shall be obliged to notify us in writing without delay if it is likely that it will not be able to comply with agreed delivery times - for whatever reason.

(2) If the supplier fails to perform or fails to perform within the agreed delivery period or if the supplier is in default, our rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The provisions in para. 3 shall remain unaffected.

(3) If the supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The supplier shall have the right to prove that no damage at all or only a significantly lower damage has been incurred.

(6) The supplier shall not be entitled to make partial deliveries without our prior written consent.

(7) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis in the event of acceptance. The handover or acceptance shall be deemed equivalent if we are in default of acceptance.

§ 5 Safeguarding of ownership

(1) We retain ownership or copyright on orders placed by us, as well as on drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may not make them available to third parties or use or reproduce them itself or through third parties without our express consent. The supplier shall return these documents to us in full at our request if they are no longer required by the supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backups.

(2) Tools and models which we make available to the supplier or which are manufactured for contractual purposes and which are separately invoiced to us by the supplier shall remain our property or shall become our property. The supplier shall identify them as our property, keep them in safe custody, protect them against damage of any kind to an appropriate extent and use them only for the purposes of the contract. In the absence of an agreement to the contrary, the contracting parties shall each bear half of the costs of their maintenance and repair. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use on the part of the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any damage to such tools and models which is not merely insignificant. Upon request, the supplier shall be obliged to return them to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us.

(3) Any processing, mixing or combination ("Further Processing") by the supplier of items provided to supplier shall be carried out on our behalf. The same shall apply in the event of Further Processing of the supplied goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon Further Processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the purchase price. However, if in individual cases we accept an offer of transfer of title by the supplier conditional on payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom alternatively, the simple retention of title extended to the resale shall apply. This excludes all other

forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

§ 6 Warranty claims

(1) In the event of defects, we shall be entitled to the statutory claims without limitation. However, the warranty period shall be 36 months in derogation thereof.

(2) Deviations in quality and quantity shall be deemed to have been notified in good time if we notify the supplier of them within 10 working days of receipt of the goods by us. Hidden material defects shall be deemed to have been notified in good time if the supplier is notified within 10 working days of discovery.

(3) We do not waive warranty claims by acceptance or approval of samples or specimens submitted.

(4) Upon receipt of our written notice of defects by the supplier, the limitation of warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall start anew, unless we had to assume, based on the supplier's conduct, that the supplier did not consider itself obligated to perform the measure, but only performed the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

(5) Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for subsequent performance shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

(6) Notwithstanding our statutory rights and the provisions in para. 5, the following shall apply: If the supplier fails to meet its obligation to remedy the defect - at our option by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier of the expenses required for this purpose or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances without undue delay, if possible in advance.

§ 7 Supplier recourse

(1) We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) without limitation in addition to the claims for defects. In particular, we shall be entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) shall not be restricted hereby.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB), we shall notify the supplier and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.

(3) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor, e.g. by incorporation into another product.

§ 8 Producer's Liability

(1) If the supplier is responsible for product damage, the supplier shall indemnify us against claims of third parties to the extent that the cause lies within its sphere of control and organization and the supplier itself is liable in relation to third parties.

(2) Within the scope of the supplier's indemnification obligation, the supplier shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform the supplier about the content and scope of recall measures - to the extent possible and reasonable - and give him the opportunity to comment. Further legal claims shall remain unaffected.

(3) The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage.

§ 9 Industrial property rights

(1) The supplier shall be responsible in accordance with para. 2 for ensuring that the products it supplies do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which it manufactures the products or has them manufactured.

(2) The supplier shall be obligated to indemnify us against all claims asserted against us by third parties due to the infringement of industrial property rights referred to in para. 1 and to reimburse us for all necessary expenses incurred in connection with such claims. This shall not apply if the Supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of such infringement at the time of delivery if it had exercised due commercial care.

(3) Our further statutory claims due to defects of title of the products delivered to us shall remain unaffected.

§ 10 Confidentiality

(1) The supplier shall be obliged to keep the terms of the order as well as all information and documents made available to him for this purpose (with the exception of publicly accessible information) confidential for a period of 3 years after conclusion of the contract and to use them only for the execution of the order. He shall return them to us immediately upon request after completion of inquiries or after processing of orders.

(2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.

(3) The supplier shall place its sub-suppliers under an obligation corresponding to this § 10.

§ 11 Assignment

The supplier shall not be entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

§ 12 Compliance with Laws

(1) In connection with the contractual relationship, the supplier shall comply with the relevant statutory provisions applicable to it. This shall apply in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

(2) The supplier shall ensure that the products delivered by it comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

(3) The supplier shall make reasonable efforts to ensure compliance by its sub-suppliers with the obligations incumbent on the supplier under this § 12.

§ 13 Choice of Law and Place of Jurisdiction

(1) These General Terms and Conditions of Purchase and the contractual relationship between us and the supplier shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the supplier is a merchant within the meaning of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Gross-Umstadt. The same shall apply if the supplier is an entrepreneur within the meaning of § 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.