

1. Scope and Written Form

- 1.1. Our terms and conditions of purchase (“**T&C of purchase**”) apply exclusively; we do not recognize additional, conflicting or deviating terms and conditions of the supplier, unless we expressly confirm their application by writing. Our T&C of purchase also apply if we are aware of conflicting general terms and conditions and accept the delivery of the supplier without reservation.
- 1.2. Our T&C of purchase only apply to entrepreneurs (section 14 German Civil Code).
- 1.3. Our T&C of purchase also apply to all future purchases with the supplier unless otherwise stipulated.
- 1.4. Any changes or amendments to these T&C of purchase require written form.

2. Prices, Due Dates and Terms of Payment

- 2.1. The prices indicated in the order are binding. Unless otherwise agreed in writing, the price includes packaging. The return of the packaging requires a special agreement.
- 2.2. Value added tax (VAT) is not included in the price.
- 2.3. Supplier shall issue an invoice according to the requirements of the German Value Added Tax Law.
- 2.4. Unless otherwise indicated in the order, all claims for payment become due upon reception of an invoice in due form; we pay the purchase price less discount of 3 % within 14 calendar days after delivery and receipt of the invoice or net within 60 days after delivery and receipt of the invoice.
- 2.5. We are entitled to set-off and retention according to statutory law.

3. Time of Delivery and Default

- 3.1. The time of delivery indicated in the order is binding. In case the agreed time of delivery is not met, the supplier shall be in default with delivery with no notice required.
- 3.2. The supplier shall inform us in writing without undue delay if circumstances occur or become apparent indicating that the determined time of delivery cannot be met. 3.3. In all cases of default of delivery we shall have all rights according to statutory law. We shall have the right to claim damages for delay of performance, as well as to claim damages instead of performance and/or to withdraw from the contract, if we have set a reasonable deadline for rectification.

4. Transfer of Risk and Transport Documents

- 4.1. Delivery shall be made DDP Imkerweg 32a or b, 32832 Augustdorf (Incoterms 2010), unless otherwise stipulated in writing.
- 4.2. The supplier shall indicate our correct order number on all transport and delivery documents; otherwise delays in processing are unavoidable which we are not responsible for.
- 4.3. The supplier hands over the documentation as agreed in the order, in particular test reports and certificates of analysis, at the latest upon delivery.

5. Defects Examination and Liability

- 5.1. The supplier warrants that the delivered products are free from any defects. Descriptions in product specifications, offers and the order are quality agreements only, unless otherwise stipulated in writing.
- 5.2. The supplier warrants that his deliveries and performances are state of the art and meet the agreed special technical requirements as well as public requirements, especially the applicable regulations on environment protection, accident prevention and occupational safety, which are in force at the day of the delivery and performance.
- 5.3. The supplier meets all requirements to be met by a supplier (in terms of article 3 number 32 EC-regulation 1907/2006/EC (REACH-Regulation)) regarding the delivery of products according to REACH-Regulation. In particular the supplier shall provide in all cases according to article 31 number 1 to 3 REACH-Regulation a safety data sheet according to article 31 REACH-Regulation in the language of the country of destination.
- 5.4. The purchaser will examine the products regarding quality or quantity deviations within reasonable time after receipt. The notification of defect which can also be effected by the final purchaser of the goods shall be on time if submitted to the supplier within five working days after receipt of the goods.
- 5.5. We have unrestricted warranty rights as provided by statutory law.
- 5.6. Claims for defects shall be time barred according to statutory law unless otherwise stipulated in writing.

6. Liability

- 6.1. Supplier shall be liable according to statutory law. Within the scope of his liability the supplier shall hold us harmless from any third party claims. This also applies to settlements according to section 5 German Product Liability Act (Innenausgleichspflicht).
- 6.2. Supplier's liability for damage also extends to any costs of a necessary product recall. We will inform the supplier - if possible and reasonable - on the content and scope of the product recall and give the supplier the opportunity to comment.
- 6.3. The supplier shall take out and maintain a product liability insurance with a reasonable sum insured and prove its existence upon request; further claims for damages remain unaffected.

7. Industrial Property Rights

- 7.1. The supplier shall be liable for any third party rights being violated in connection with the delivery.
- 7.2. In case we are held liable by a third party due to violation of industrial property rights, the supplier shall hold us harmless upon first written demand. We shall not be entitled to conclude any agreement with the third party, in particular no settlement agreement, without the supplier's consent.

8. Provision, Tools and Confidentiality

- 8.1. In the event we provide equipment to the supplier, we retain ownership thereof. The supplier shall perform any restructuring or processing on our behalf. In case the retained goods are processed together with third party's goods, it is hereby agreed that we shall obtain co-ownership of the new object in the ratio of the value of the goods subject to retention of title to the other processed or restructured goods at the time of processing or restructuring.
- 8.2. In the event the provided object is inseparably combined with third party's goods, it is hereby agreed that we shall obtain co-ownership of the new object in the ratio of the value of the goods subject to retention of title to the other combined goods at the time of the combination. In case the combination is taken out in such a way that the object of the supplier is the main object, it is hereby agreed that the supplier shall grant us co-ownership pro rata; the supplier shall keep safe objects which we solely or commonly own.
- 8.3. In the event we provide tools to the supplier we retain ownership thereof; the supplier shall only use those tools for the production of goods we have ordered. The supplier shall insure himself against fire and water damage as well as theft for tools owned by us at an reasonable amount and at his own costs. He shall execute any maintenance and inspection works of provided tools at his own costs within a timely manner. In the event of defects of provided tools the supplier shall inform us immediately.
- 8.4. To the extent our security interest according to sections 8.1. to 8.3. exceed the purchase price of all our non-paid goods subject to retention of title by more than 10%, we shall release security interest of our choice upon supplier's demand.
- 8.5. The supplier agrees to keep confidential any provided images, drawings, calculations and other documents and information and to return them unrequested after execution of the order. Third parties may only have access to such confidential information with our explicit written consent. The obligation of confidentiality continues to apply for a duration of 5 years after execution of the order; it expires in case and to the extent as know how included in provided images, drawings, calculations and other documents becomes public knowledge. Our copyrights as well as other industrial property rights remain unaffected.

9. Origin of Goods

The supplier shall provide all necessary declarations about the origin of goods for customs within a timely manner. He shall issue and deliver unrequested a valid supplier's declaration according to applicable law. The supplier shall be liable for any damages resulting of an improper or belated supplier's declaration, unless he is not responsible thereof. Upon our request the supplier shall proof his information on the origin of goods by way of an information certificate confirmed by customs.

10. Personal Data

We process any personal data regarding the execution of the contract according to the German Federal Data Protection Act.

11. Court and Choice of Jurisdiction

- 11.1. Court of jurisdiction shall be Augustdorf; we shall also be entitled to sue the supplier at his general court of jurisdiction.
- 11.2. The laws of the Federal Republic of Germany shall apply exclusively to these T&C of Purchase and the contractual relationship between us and the supplier excluding regulations on conflict of law and the United Nations CISG.