

## § 1

### General Provisions, Scope

1. Unless otherwise stipulated in individual agreements, our Terms and Conditions of Purchase (hereinafter referred to as "TCP") shall apply exclusively to all contracts on deliveries or services (hereinafter referred to as "Delivery") which we conclude as a customer. We will not acknowledge any terms and conditions of the respective contractual partner (hereinafter referred to as "Supplier") which are contrary to or deviating from our Terms and Conditions of Purchase unless we have consented to their application expressly in writing. Our Terms and Conditions of Purchase shall apply even if, despite knowing the Supplier's terms and conditions which are contrary to or deviating from them, we accept the Supplier's deliveries without reservation.
2. To any further contracts between us and the Supplier, the TCP shall apply even if they are not referred to.
3. Our TCP shall only apply in relation to businesses within the meaning of Art. 310.1, Sentence 1, of the German Civil Code (BGB).
4. We are certified according to ISO 9001, TS 16949 and ISO 14001, as amended. Our company policy, which includes quality and environmental criteria, among other things, is available on our website. We expect Suppliers to be certified at least according to ISO 9001 where necessary and, in addition, to take into account the requirements of ISO 14001, and also TS 16949 if applicable, in their company policy. This shall apply independently of our own certification.

## § 2

### Documents

1. Any calculations, plans, drawings and other documents which we submit to the Supplier during the contract preparation or at a later date will remain our property. We reserve all intellectual property rights to those documents. They shall be treated as confidential, may not be disclosed to third parties and shall be returned to us on request together with all copies and duplicates. The provision contained in § 7.5 shall apply additionally in this respect.

2. Moulds, models, tools, lithographs, printing blocks, drawings or construction plans etc. which have been produced by the Supplier for executing the order shall pass into our ownership with the payment for the order, even if they remain in the Supplier's possession. The Supplier shall hold them in safe custody for us and shall hand them over to us on request. Any use for third parties or passing-on to them shall be prohibited. Operating or processing instructions, safety data sheets and the like shall be part of the owed scope of delivery. Of each drawing or construction plan, two copies shall be provided to us free of charge on request.

### § 3

#### **Offer, Conclusion of Contract**

1. Offers of the Supplier shall be submitted free of charge. The Supplier must expressly refer to any deviations from our request for quotation on which the offer is based. Acceptances, orders and agreements shall only be valid if they are made in writing and are confirmed by us in writing.
2. The Supplier shall be obliged to confirm our order in writing within a period of two (2) days after the submission of the order, with the delivery date, the price, our order information and the article number being indicated. If the order is not for a fixed price, we shall only be obligated if we do not object to the price mentioned by the Supplier in the acceptance within a period of ten (10) days after the receipt of the confirmation.
3. If we do not receive any confirmation within the period mentioned in Paragraph 2, Sentence 1, we reserve the right to cancel the order or to withdraw from any contract already concluded without the assumption of any costs.
4. We shall be entitled to withdraw from the contract if circumstances which were not yet identifiable when the contract was concluded form the basis of a legitimate interest in the withdrawal. Such circumstances exist, for example, in the case of considerable disruptions of operations, industrial action or supply difficulties; the withdrawal may be declared up to 14 days before the agreed delivery date.

5. The Supplier shall inform us on a timely basis in the case of any changes of products and processes and in the case of changes of analysis methods related to the delivery and to obtain an approval of such changes from WIGO.
6. Unless billing is performed according to current daily prices or exchange prices in a manner customary in the industry, the Supplier's offered prices shall be fixed prices for 12 months from the date of his offer. Price reductions or improvements of conditions which occur in the meantime will also be available to us from the time of their introduction by the Supplier.

#### **§ 4 Deliveries**

1. The delivery period indicated in an order shall be binding (*Fixgeschäft*; business to be settled on a fixed date). The legal consequences prescribed by law shall apply. In particular, we may, in the case of late delivery, withdraw from the contract without fixing any further deadline and claim compensation from the Supplier, e.g. for the costs of any hedging transactions.
2. The Supplier shall inform us in writing immediately if circumstances occur or are identifiable to him which lead to the conclusion that it will not be possible to comply with the required delivery period.
3. Partial deliveries or deliveries performed ahead of schedule may be rejected by us. Apart from that, insofar as we accept partial deliveries or deliveries performed ahead of schedule, the same rules that apply to complete deliveries shall apply to them.
4. The acceptance of any late performance without reservation shall not constitute any waiver of compensation for the damage resulting from the delay. We may charge such damages at their specific amount or as liquidated damages in the amount of 0.3% of the delivery value per calendar day, but no more than 10% of the delivery value. The Supplier's right to prove that smaller damage has been suffered shall remain reserved. Apart from that, we shall be entitled to make the legal claims in the case of any late delivery.

5. The Supplier shall enclose a delivery note with each delivery and hand it over at the goods acceptance or the receiving station without being asked. All delivery documents must include our order number and our material number. The batch number must be included in the delivery note. On the day of dispatch, the Supplier shall submit a dispatch note to the ordering organisation by fax on request, which shall contain the information contained in the delivery note.
6. The Supplier may not assign any sub-suppliers without our prior written consent.

## § 5

### Prices, Invoicing, Payment

1. The amount indicated in the order shall be binding. Unless otherwise agreed in writing, the price shall include free delivery, including the packing and its return to the Supplier. The statutory value added tax shall be included in the price; it shall be indicated separately.
2. We are only able to process invoices if, according to the requirements set forth in our order, they include the order number indicated in it. The Supplier shall be responsible for all consequences of any non-compliance with said obligation, unless he proves that he is not responsible for them.
3. Unless otherwise agreed in writing, we shall pay the purchase price with a 3% discount within 14 days, counted from the date of delivery and receipt of the invoice, or without any discount within 45 days after such date. If the goods are delivered after the date of the invoice, the date of the receipt of the goods shall apply. We shall be entitled to pay by cheque. The timely submission of the cheque shall be sufficient for claiming a discount.
4. In case we must make advance payments, the Supplier shall, by the due date of his claim for payment and at his own expense, provide an irrevocable, unconditional, directly enforceable bank guarantee for the amount of the advance payment, which shall be enforceable on first demand.
5. Our payments shall be made subject to invoice verification and shall not mean any acknowledgement of conditions or prices. The payment shall not

constitute any waiver of complaints or of any other claims resulting from the delivery. The Supplier shall not be entitled to assign his claims arising from the contract. We shall be entitled to rights of set-off and retention to the extent provided by law.

## § 6

### **Risk Assumption, Warranty**

1. The Supplier shall bear the risk of accidental destruction or accidental deterioration until the receipt and/or acceptance of the delivery at the delivery address. The receipt shall not constitute an approval of the delivery nor an acceptance.
2. Upon delivery, we will only check the delivered products for any obvious defects (particularly deviating quantities or types, and any damage in transit which is clearly visible on the outer packing). For this purpose, spot checks of the deliveries received on our premises will be performed. The inspection of the goods shall be in time if it takes place within 10 working days after delivery. The complaint about any defect shall be in time if it is made within 5 working days after the defect is discovered. We shall not have any further obligations under Art. 377 of the German Commercial Code (HGB).
3. The statutory warranty periods shall apply, but at least 2 years from delivery. For delivered replacements, an independent warranty period as defined in Sentence 1 shall commence upon their delivery.
4. We shall be entitled to the legal claims for defects without reduction. In any case, we may require the Supplier to remove the defect or to deliver a new item, at our choice. In cases of great urgency, or if the removal of defects is refused in an unjustified manner, we shall be entitled to remove the defects ourselves at the Supplier's expense.
5. Complaints shall entitle us to postpone the payment of the invoice until the matter has been settled completely. Furthermore, they shall entitle us to deduct the discount after said period.
6. The right to claim damages and the right to reduce the purchase price

shall remain reserved expressly. Claims for damages shall also comprise all costs which we incur for the negotiation or fulfilment of our customers' warranty claims.

## § 7

### Retention of Title, Secrecy

1. We shall acknowledge a retention of title by the Supplier, if any; an extended or overall retention of title shall be excluded.
2. Any retention of title shall expire upon the commencement of any work under Art. 946f. of the BGB or upon the resale of the item subject to retention of title.
3. All parts and tools which we provide to the Supplier shall remain our property and may not be used outside the scope of this contract. They shall be insured comprehensively by the Supplier at his own expense and shall be returned to us after the performance of the contract. The provisions of Art. 946ff. of the BGB shall apply, provided that, if the item of the Supplier is to be considered as the main item, a transfer of the co-ownership share shall be considered agreed. If the Supplier acquires ownership as a result of processing, he shall transfer such ownership to us in advance. Any right of retention of the Supplier regarding our claims for surrender shall be excluded. The Supplier shall be obliged to perform any necessary maintenance or inspection work at his own expense and on a timely basis. The Supplier shall report any accidents immediately. If he culpably fails to do so, we may claim damages.
4. If the value of the security rights to which we are entitled under Paragraph 3 exceeds the purchase price of all tools and parts that we have provided to the Supplier by more than 20%, we shall be obliged to release security rights of our choice on the Supplier's request.
5. The Supplier shall be obliged to keep strictly secret all received images, drawings, calculations, tools, models, and other documents and information concerning the business relationship with us. They may only be disclosed to third parties with our written consent. The secrecy obligation

shall continue to exist after the performance of the contract; it shall expire if and insofar as the production know-how which is contained in the provided images, drawings, calculations and other documents and information has become generally known.

6. An evaluation or publication of the business relationship with us in publications or for advertising purposes shall only be permitted with our express written consent.

## **§ 8**

### **Product Liability**

1. If the Supplier is responsible for any product damage under German or foreign regulations on product liability, he shall be obliged to indemnify us against any damage claims of third parties on our first request insofar as the cause lies within his area of control and organisation. Within this scope, the Supplier shall also reimburse us the costs of any product recall, provided that – except in urgent cases – he has been informed adequately in advance and has been given the opportunity to comment on the matter.
2. The Supplier shall be obliged to document the production, composition etc. of the delivered goods. In addition, he shall be obliged to support us with writing application instructions, emergency instruction etc., particularly if they are intended for end users.
3. The Supplier undertakes to maintain a product liability insurance contract with an amount of cover (umbrella cover) of € 5,000,000.00 per case of personal injury / property damage and to prove its conclusion and continued existence to us on request. The scope of the Supplier's liability will not be restricted by the conclusion of the liability insurance contract. If the proof of the conclusion and the continued existence of the liability insurance is not provided within an adequate period, we shall be entitled to terminate the contractual relationship and claim damages instead of performance.

4. If substances are delivered which exceed the quantity thresholds set forth in Table 1.10.5 of the ADR, the driver shall, in addition, keep the vehicle locked. The ignition key may only remain inserted if this is necessary for unloading the vehicle.
5. If the product contains one or more substances which are covered by Regulation (EC) No. 1907/2006 of the European Parliament and the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (hereinafter referred to as "Substance"), and unless the Buyer or any of the Buyer's affiliates is the importer of the Substance within the meaning of REACH, the Supplier shall ensure that the Substance fulfils the requirements of the REACH Regulation concerning its pre-registration and registration as well as the related obligation of documentation in the supply chain. The Supplier shall prove the (pre-)registration of the Substance to the Buyer immediately on request. The Supplier shall immediately inform the Buyer if it comes to his knowledge that the Substance has not been (pre-)registered in time, for whatever reason, or that the (pre-)registration has been revoked. If the Buyer or any of the Buyer's affiliates is the importer of the Substance within the meaning of REACH, the Supplier shall provide all information immediately on request. The Buyer and the Buyer's affiliates shall be entitled to use such information insofar as this is necessary for a subsequent (pre-)registration of the Substance.

## § 9

### Intellectual Property Rights

1. The Supplier warrants that no third-party rights are infringed in connection with his delivery. In this respect, he shall indemnify us against any and all claims of third parties due to the infringement of intellectual property rights on our first request. To claims arising from a settlement agreement, this shall only apply if the Supplier has consented to the settlement agreement or refused his consent without any legitimate interest.

**§ 10**  
**Spare Parts**

1. The Supplier of technical products shall be obliged to have spare parts available for a period of 10 years.

**§ 11**  
**Applicable Law, Place of Jurisdiction, Final Provisions**

1. The law of the Federal Republic of Germany shall apply exclusively. For the delivery, the place of performance shall be the delivery address indicated by us. The place of jurisdiction shall be our place of business. However, we shall be entitled to sue the Supplier in the court of his domicile.
2. Should any provision of these TCP be or become ineffective or impracticable, the effectiveness of the other provisions of these TCP shall remain unaffected. In connection with our business relationship, we will store data on our suppliers in compliance with the applicable provisions of data protection law. The Supplier gives his consent necessary for such storage, which he may revoke in writing or electronically at any time.