

General Terms and Conditions of Purchase and Delivery

- I. General information**
- (1) All deliveries, services and offers of our suppliers are made exclusively on the basis of these General Terms and Conditions of Purchase and Delivery. These are an integral part of all contracts that we conclude 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 again.
 - (2) Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the supplier or a third party, this shall not constitute any agreement to the validity of those terms and conditions. Terms and conditions of sale and / or payment that contradict or deviate from our terms and conditions shall expressly not apply unless we have expressly recognized this in writing in individual cases.
- II. Orders and Contracts**
- (1) All contracts (order and acceptance) and delivery call-offs as well as any amendments and supplements thereof must be made in writing. Delivery call-offs may also be made by remote data transmission. Verbal commitments on our part prior to the conclusion of the contract are not legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.
 - (2) The supplier immediately upon receipt shall confirm the acceptance of each order, latest within one week of receipt. If no written acceptance of our order is received within the above-mentioned one-week period, we shall no longer be bound by the order. Receipt of the declaration of acceptance by us shall be decisive for the timely acceptance of the order.
 - (3) The supplier must point out any errors and uncertainties in the order. Any deviation of the order acceptance from the order requires our explicit written confirmation.
- III. Delivery periods and Deadlines**
- (1) Delivery shall be made on the dates specified in our orders and call-offs. Changes are only permitted with our prior written approval.
 - (2) In the event of a delay in delivery, we shall be entitled to the legal claims and rights without restriction. The supplier shall reimburse us for all additional costs incurred because of delayed deliveries or services. Acceptance of the delayed delivery or service shall not constitute a renunciation of our legal claims and rights.
 - (3) In the event of delays in delivery, we are entitled, after prior written notification to the supplier, to demand a contractual penalty of 0.5% for each commenced week of delay in delivery, up to a maximum of 5% of the respective order value. The contractual penalty shall be set off against the damage caused by delay has to be compensated by the supplier.
- IV. Shipments**
- (1) Delivery items must be properly packed and shipped. Packaging and shipping instructions has to be complied with. A delivery bill has to be enclosed with each delivery. The order confirmation, the delivery bill and the invoice must contain the order number, our part or material number and the exact description of the delivery item. The supplier shall pay any additional costs incurred by the customer due to non-compliance with the above regulations.
 - (2) If insurance is taken out for the risk of transportation, forwarding, logistics and storage, the Supplier shall be responsible for the associated costs.
- V. Payment**
- (1) The price stated in the order is binding.
 - (2) Unless otherwise agreed in writing, the price shall include delivery and transportation to the shipping address stated in the contract, including packaging.
 - (3) If, according to the agreement made, the price does not include packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, this shall be charged at the verifiable cost price.
 - (4) Payments for invoices shall be made by the 15th of the month at the end of the month and for invoices by the end of the month on the 15th of the following month with a 3% discount or 45 days net. The receipt of our transfer order by our bank shall be sufficient for the timeliness of the payments owed by us.
- VI. Product Liability**
- (1) If claims are asserted against us by third parties on the basis of strict liability due to product liability or if we suffer damage in any other way (e.g. due to a recall), the supplier shall indemnify us or, in the event of a recall, bear all costs incurred in connection with the recall action, insofar as the damage is based on a defect for which the supplier is responsible. The supplier shall carry out quality assurance measures that are suitable in terms of type and scope and in accordance with the latest state of the art, as well as documentation of all relevant data. In the event of a product liability claim, the supplier is obliged to provide us with appropriate documentation and records to enable us to prove that the product is free of defects.
- VII. Warranty**
- (1) In the event of defects, we shall be entitled to the statutory claims without restriction. The warranty period shall, however, deviate from this and be 36 months.
 - (2) Our approval of drawings, calculations and other technical documents shall not affect our warranty claims with regard to the delivery item or services rendered, nor shall it affect any claims due to a breach of contractual obligations.
- VIII. Incoming inspection**
- (1) As far as a quality assurance agreement exists between us and the supplier, inspections shall take place exclusively at the supplier's premises. We shall then inspect the contractual items upon delivery only with regard to their type of goods, the correct number of goods and for externally clearly recognizable transport damage; in this respect, the inspection and complaint obligations pursuant to § 377 HGB (German Commercial Code) shall be limited. Non-recognizable defects that occur due to storage, production or other processing can be reported at the time they occur.
 - (2) In all other respects, defects shall be deemed to have been notified in good time if we notify the supplier of them within seven working days of receipt of the goods by us. Hidden material defects shall in any case be deemed to have been notified in good time if the notification is made to the supplier within seven working days of discovery.
- IX. Transfer of risk**
- Independent of the pricing and the type of transportation, the risk shall pass to us when we accept the goods at the place of receipt specified by us and have acknowledged receipt.
- X. Retention of title**
- (1) Retention of title by the Supplier shall only apply insofar as it relates to our payment obligation for the respective products to which the Supplier retains title. In particular, extended or extended retentions of title are not permitted.
 - (2) Any reservation of title made to us shall expire upon payment to the Seller. The supplier assures us that he is able to provide us with unrestricted ownership of the contractual items. Any reservations of title shall expire upon payment to the supplier.
- XI. Protection of property**
- (1) We reserve the right of ownership or copyright to orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may not make them accessible to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent. He must return these documents to us in full at our request if they are no longer required by him 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 has to be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
 - (2) Tools, devices and models that we make available to the supplier or which are manufactured for contractual purposes and charged to us separately by the supplier shall remain our property or shall become our property. They must be marked by the supplier as our property, stored carefully, protected against damage of any kind and used only for the purposes of the contract. The costs of maintenance and repair of these items shall be borne equally by the contracting parties, unless otherwise agreed. However, insofar as these costs are attributable to defects in such items manufactured by the Supplier or to improper use by 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 these items that is not merely insignificant. Upon request, he shall be obliged to return these items to us in proper condition if they are no longer required by him to fulfill contracts concluded with us.
- XII. Place of performance, Place of jurisdiction**
- (1) The place of performance for deliveries and services shall be the place of the delivery address stated by us; if this is not expressly stated, Gosheim shall be deemed the place of performance.
 - (2) Rotweil / Tuttingen is agreed as the place of jurisdiction for businesspersons. We reserve the right to sue the supplier at his general place of jurisdiction.
 - (3) The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).