

## Conditions of purchase

1. All our orders regarding delivery and performance of any kind are made exclusively on the basis of our conditions of purchase below which are accepted as an integral component of the contract on placing the order. Only written orders with a legally binding signature are valid. Verbal or telephone agreements require written confirmation.

Our conditions of purchase apply once and for all and to the entire future business relationship, even if no specific separate reference is made to these conditions in additional orders.

However, we explicitly reserve the right to make changes for future transactions.

Our terms and conditions take precedence over the supplier's delivery terms and conditions accompanying the offer or order confirmation and also apply if the supplier does not make reference to them in its order confirmation. We would like point out explicitly that we do not accept the supplier's terms. If the supplier takes the view that it cannot make the delivery on our conditions, the supplier must reject our conditions of purchase in a separate registered letter.

2. The supplier agrees that services or goods which are wholly or partly to be used for public contracts are subject to the conditions of the "Regulation on the prices of public contracts" of 21/11/1953 (VO PR 30-53).

3. The agreed prices are considered to be fixed. If the market price is reduced by the time of the delivery date, we shall benefit from the discount. If the agreed price should increase, our consent to this must be obtained.

4. The agreed delivery period begins from the day of order. Failure to comply with the agreed delivery period, dates and deadlines shall entitle us to withdraw from the contract without setting default or delivery extensions. We reserve the right to make claims for damages. We are entitled to calculate the amount of damages specifically or as an abstract amount. In the case of abstract calculation, we shall be entitled to set damages of 33% of the total order without further proof even if the order is called up in part amounts.

5. Strikes, lockouts, operational disruptions, operational restrictions and similar cases, as well as other events of force majeure, shall entitle us to postpone acceptance of the delivery for the duration of the disabling events, or to withdraw from the contract completely or partially. Claims for damages are excluded in any event.

6. Drawings, models, samples, tools, etc., which we make available to a supplier or for which we accept the manufacturing costs at a supplier, remain our property and must be returned after completion of the order. A right of retention to these items is excluded. Parts which have been developed by a supplier according to our specifications or with our assistance (tests, etc.) may not be supplied to third parties without our permission. The same applies to parts which we have refused to accept on the grounds of defective performance or which we can no longer provide further orders for.

7. The supplier accepts liability for the fact that the goods delivered by the supplier do not violate any foreign or domestic property rights. The supplier shall be liable to pay for all consequences and losses which arise from such violation.

8. We are only obliged to examine the goods and give notification of defects when they are put into use. The supplier is obliged to provide a six-month guarantee for goods where any such defects cannot be identified, or which can only be identified as unserviceable at a later date. For disputed goods, we have the choice of a replacement delivery at no cost and freight-free or of a credit note of the value of the invoice, or we are entitled to remedy the defect at the expense of the supplier or to have the defect remedied. The supplier waives the right to raise the objection of late notification of defect (§ 377 HGB [German Commercial Code]).

We are obliged to hold the supplier fully liable without regard to fault for damage caused to us through the delivery of defective goods and for expenses that we have within the general guarantee obligations to our customers and which are the result of defectively executed components.

9. The goods are transported at the risk of the supplier. The supplier bears the shipping expenses up to delivery in our factory. All packaging is included or made available on loan. The goods become our property on arrival with us.

10. The invoice must be sent to us in triplicate immediately after delivery. Assignment of any claim arising from this contract is only possible with our express written consent.

11. We make payment on the 25<sup>th</sup> of the month following delivery less 2% discount or net within 90 days, in all cases at the end of the delivery month or by specific agreement.

12. Unless otherwise agreed, the place of performance is that location to which the goods are to be delivered in accordance with the order.

13. Baden-Baden is agreed as the exclusive place of jurisdiction for all disputes arising directly or indirectly from the business transactions - including in relation to the validity of contracts concluded.

The legal relationships with our suppliers are subject to German law.