

## **General terms and conditions of purchase**

### **I. Scope of application**

1. The following purchase conditions apply to all agreements concluded between the purchaser and seller regarding supply of goods. They also apply to all future business relationships, even if they have not yet been expressly agreed. Deviating terms and conditions of the seller not expressly recognised by the purchaser are not binding for the purchaser, even if they do not expressly object to them. The purchase conditions also apply if the purchaser accepts the delivery from the seller without reservation in the knowledge of terms and conditions that conflict with or deviate from the seller's terms and conditions.
2. All agreements that are made between the purchaser and the seller in conjunction with the purchase agreements are set out in writing in the purchase agreements, these terms and conditions and the purchaser's offers.
3. In individual cases, agreements made between the contracting parties (also subsidiary agreements, supplements and amendments) always take priority over this business conditions.

### **II. Offer and conclusion of agreement**

1. The purchaser is bound to the offer for conclusion of a purchase agreement (order) for two weeks. The seller can only accept the offer within these two weeks by written declaration to the purchaser.
2. Drawings, plans and other documents that are part of the order remain the property of the purchaser who reserves the right to all copyright arising from these documents. If the seller does not accept the offers on the part of the purchaser within the term specified according to Section 2 no. 1, these documents shall be returned promptly to the purchaser.

### **III. Payments**

1. The price shown by the purchaser in the order is binding and includes free delivery if nothing else has been agreed between the parties. The packaging costs are included in the price. The price is inclusive of the current statutory value added tax. All invoices from the seller must show the order number specified by the purchaser.
2. The purchaser shall provide payment within ten working days, if no other written agreement is made with the seller, calculated from delivery of the goods by the seller and receipt of the invoice with 3% discount or within 30 days net.
3. The purchaser shall be entitled to the statutory rights of set off and retention in their entirety. They shall be entitled to assign all claims arising from the purchase agreement without the consent of the seller. The seller is not entitled to assign claims arising from the contractual relationship without prior written consent on the part of the purchaser.

### **IV. Delivery period**

1. The delivery period specified by the purchaser in the order or the specified delivery date are binding for the seller and are understood to be received by the buyer.
2. If the seller is in default, the statutory claims are due to the seller. If the purchaser makes compensation claims, the seller is entitled to prove that they are not responsible for the breach of obligation.

### **V. Warranty/liability**

1. The purchaser shall undertake to check the goods on delivery by the seller for deviations in quality and quantity within an appropriate period of time. Notification of obvious defects shall be made in good time, if it is given by the purchaser within three

working days from delivery of the goods and this is subsequently sent to the seller; notification of hidden defects shall be timely if the purchaser gives this within three working days of discovery and this is subsequently sent to the seller.

2. The buyer is entitled to the statutory claims for defects against the seller and the seller shall be liable to the purchaser to the extent permitted by law. The limitation period for claims for defects is 36 months from transfer of risk if no deviating agreement was made.

## **VI. Liability of the seller/insurance cover**

1. If the purchaser claims compensation for damage from third parties for product damage for which the seller is responsible, the seller must indemnify the buyer upon first request against all claims of third parties including the necessary costs for the defence against such claims, if the cause lies within the seller's sphere of control and organisation.

2. If the purchaser has to carry out a product recall due to damage according to Section VI no. 1, the seller shall undertake to reimburse the purchaser for all expenses resulting from or in conjunction with the product recall. The purchaser shall, as far as it is possible and reasonable in terms of time, inform the seller of the content and scope of the product recall and provide them with the opportunity to comment. Other statutory claims on the part of the purchaser shall remain unaffected.

3. The seller shall undertake to conclude and maintain product liability insurance with an appropriate sum of cover for the goods of at least 2 million euros per personal injury/property damage (the establishment of the sum of cover is dependent on the respective product and shall be determined individually). Other statutory claims on the part of the purchaser shall remain unaffected.

4. If a claim is made against the buyer by a third party, as the delivery from the seller infringes a statutory property right of the third party, the seller shall undertake to indemnify the buyer from these claims upon first request, including all necessary expenses incurred by the purchaser in conjunction with the claim by the third party and its defence, unless the seller has acted culpably. The purchaser is not entitled to recognise the claims of the third party without the written consent of the seller and /or conclude agreements with the third party regarding these claims. The limitation period for these indemnification claims is 36 months calculated from the transfer of risk.

## **VII. Confidentiality/Reservation of ownership**

All parts and documents received from the purchaser remain the property of the purchaser. The seller may only utilise these with the written consent of the purchaser outside this agreement and/or forward to third parties or make them accessible to third parties. After fulfilment of the respective agreement, the seller must, at their own expense, return them promptly to the purchase.

## **VIII. Jurisdiction/place of fulfilment/applicable law**

1. The place of fulfilment and exclusive jurisdiction for deliveries and payments (including cheque litigation) and all disputes arising between the seller and the purchaser from the agreements concluded between them is the company head office of the purchaser, to the extent that the seller is a merchant according to the German Commercial Code (HGB).

2. The relationships between the contracting parties are established exclusively according to the current law of the Federal Republic Germany.

