

## General terms and conditions of purchasing:

In our capacity as customer, we shall buy and enter contracts for work and service solely pursuant to the following terms and conditions of purchasing. These are valid exclusively vis-à-vis companies and public authorities. Any terms and conditions on the part of the supplier/contractor deviating from or contradicting these terms and conditions shall apply only if we expressly accept them in writing. If our order is confirmed by the supplier subject to terms and conditions deviating from our own, our terms and conditions of purchasing shall nevertheless apply notwithstanding the fact that we fail to reject the contrary terms and conditions imposed by the supplier/contractor. If the supplier/contractor does not accept this provision, he shall expressly notify us of this in a separate letter. In this case, we reserve the right to retract our order without incurring any liability whatsoever as a result. Our general terms and conditions of purchasing shall also apply to future contracts for work and service which we enter in our capacity as buyer/customer notwithstanding the fact that we do not expressly refer to them. We reserve the right to apply special, additional terms and conditions for the purchase of plant and machinery.

### I. Offers

All offers shall be lodged in writing and free of charge. Preparatory costs (e.g. travel, the drafting of plans) shall be borne by the supplier/contractor.

Offers shall include the details required by us for processing purposes, i.e. particularly our inquiry or order number, our material number as well as the name of the employee handling the matter.

All documents provided by us (e.g. plans, sketches, calculations, samples, models and data media) shall remain our property and may not be made accessible to any third parties except with our prior written approval. They shall be used solely for our purposes and automatically returned to us as soon as they are no longer required.

### II. Orders

Orders and all agreements entered into with us shall be binding in writing only.

### III. Confirmation of order

Unless otherwise specifically agreed, each order shall be immediately confirmed by the supplier/contractor, stating the name of the responsible employee, the material number and the order number.

If we do not immediately receive a confirmation of order, we shall be entitled to rescind the contract, in which case no remedies for any legal reason whatsoever shall be available against us.

### IV. Prices

The prices stated in our order shall be binding and include packaging, material certificates in line with prevailing standards, certificates of origin and any other approvals such as CE, CSE, UL-marking as well as carriage paid to the delivery address, customs cleared.

Unless stated otherwise, the prices shall include statutory VAT.

We reserve the right to return packaging material at the supplier's/contractor's expense.

Invoices shall include the delivery address, the name of the responsible employee, the order number, our material number, the quantity delivered, the price as well as any other details which we require for processing purposes. Failing this, invoices shall not be due.

### V. Delivery/obligations of the manufacturer

The delivery period and volume stated in our order shall be binding.

The supplier/contractor undertakes to inform us in writing without delay as soon as he realises that he is unable to comply with the delivery period for all or part of the order.

If no new delivery period is agreed upon as a result, we shall be entitled to rescind the contract, in which case no remedies shall be available to the supplier/contractor against us.

This shall also apply if the delay is due to government rules, strikes and/or force majeure.

In the event of any delay in delivery, we shall be entitled to claim damages at a flat-rate reimbursement of 2% of the value of the delivery per week, up to a maximum of 10%.

The supplier/contractor shall be entitled to prove that the actual loss sustained by us is substantially lower or that we have not sustained any loss at all.

We reserve the right to utilise other legal remedies available to us such as rescission or the recovery of damages on account of non-performance.

For the products to which the law of electrical devices is applicable, the supplier/contractor shall be regarded as manufacturer and shall assume the obligations associated with the return of goods, especially the registration. We can pass on the registration number down to the end customer.

### VI. Dispatch

The supplier/contractor undertakes to state the destination, order date, order number, the material number and responsible employee in a readily visible manner on the shipping papers (delivery notes, consignment notes, packages, labels etc.).

Risk of loss or damage shall not pass to us until the goods reach their destination.

### VII. Warranty/liability for material defects

The supplier/contractor shall warrant that the goods and services supplied are free of all faults and comply with statutory and government requirements.

The warranty shall apply for a period of 2 years starting on the date on which risk passes to us unless the warranty period provided for by statute or offered by the supplier/contractor is longer.

Subject to apparent defects, we shall be deemed to have complied with our statutory duty to examine goods immediately and report any faults. The supplier/contractor undertakes to examine the quality of the goods carefully prior to dispatch. In this respect, our claims shall be deemed to have been lodged in good time if they are received within two weeks after the detection of a fault.

Instead of lodging a warranty claim pursuant to statutory requirements, we may also demand that the supplier repair the faulty goods or, at our discretion, provide us with fault-free replacements. Where applicable, the supplier shall bear all expenses related to remedying the faults or providing

replacements. This shall have no effect on our statutory rights and claims in the event of any faults.

In particularly urgent cases, or in the event that the supplier/contractor shall be in arrears in satisfying warranty claims, we shall be entitled to remedy the faults ourselves or have them remedied. In particular, particularly urgent cases shall be regarded as cases where interruptions of manufacturing operations, inability to provide services, or late startups might occur, or contractual penalties might be incurred.

The cost of any warranty work arranged by us shall be borne by the supplier/ contractor.

### **VIII. Liability**

Liability on the part of the supplier is determined by legal stipulations. If any claims are lodged against us on account of liability, the supplier shall hold us harmless against such claims including any cost of factory recalls in as far as these claims are due to circumstances having its origin in his sphere of responsibility or organization and for which he would be liable in direct dealings.

In view of this, the supplier/contractor undertakes to effect liability insurance with an adequate sum insured. This shall have no effect on any further entitlement on our part to recover compensation.

### **IX. Retained ownership rights/confidentiality**

We accept the supplier's/contractor's retention of title in case and as far as stipulated beyond these general terms and conditions.

All documents (e.g. sketches, plans, samples, models, computer data and programs) with which we provide the supplier shall remain our property and shall be strictly confidential. They shall be returned to us on first request.

The documents may only be used for business dealings with us.

The supplier/contractor may not use our name or trademarks. Information which the supplier receives from us for the purposes of executing our orders – particularly concerning research and development work as well as our business activities - shall be kept confidential while the order is being executed as well as thereafter.

Any parts provided by us shall remain our property and shall be processed on our behalf. If such parts are combined with third-party objects, we shall acquire co-ownership rights in the resultant products proportionate to the value of our property in the third-party object.

### **X. Tools, moulds and fixtures**

Any tools, moulds or facilities paid by us in part or full shall become our property/co-property and shall be deemed to be on loan only to the supplier/contractor.

### **XI. Payment**

Invoices shall be sent to us immediately after delivery and include the details set out in Section VI above. They must not be enclosed with the delivery.

We shall be entitled at our discretion to pay as follows:

Cash discount of 3% for payment within 14 days of receipt of the goods and invoice

Net within 60 days of receipt of the goods and invoice

Payment shall not be deemed to constitute approval or contractual acceptance of the goods.

Notwithstanding the fact that we do not reject premature deliveries, we shall be entitled to postpone payment of invoices until the

expiry of the agreed delivery period. In this case, the cash discount periods and the warranty periods shall commence as of the agreed delivery period. We reserve the right to retain at least 10% of the entire invoice amount pending full delivery.

### **XII. Assignment**

Claims against us by the supplier/contractor may not be assigned to any third parties without our prior, written consent.

### **XIII. Suspension**

Unless otherwise agreed, we shall be entitled to suspend work on purchase orders placed by us for a period of three months or less. Storage costs incurred by the supplier/contractor during such suspension periods shall be borne by the supplier/contractor. We shall not be held liable for any other related costs that may be incurred by the supplier/contractor during such suspension periods. Delivery schedules shall be extended by the total length of any such suspension periods.

### **XIV. Cancellation**

We shall be entitled to cancel work on orders placed by us. We shall compensate the supplier/contractor for expenditures incurred by the latter for related work completed and materials employed prior to cancellation dates, provided that the supplier/contractor shall present documentary evidence of the expenditures involved and shall invoice us for same. Ownership of products manufactured or purchased by the supplier/contractor prior to cancellation dates shall revert to us, and the supplier/contractor shall deliver said products to the destination(s) stated on our purchase order(s), in accordance with the delivery schedule(s) stated on our purchase order(s).

### **XVIII. Miscellaneous**

The place of performance shall be the registered office of our company. This is also the place of jurisdiction for all disputes arising from the business relations with the supplier/contractor. However, we may commence proceedings before the courts of law holding jurisdiction for the supplier's/contractor's domicile.

The legal relations between the supplier/contractor and us shall be subject solely to the law of the Federal Republic of Germany under the exclusion of the UN Convention on Contracts for the International Sale of Goods. If any of the provisions contained herein is void, this shall not affect the validity of the remaining provisions.