

General Terms and Conditions of Purchase

§ 1 Scope of application

- (1) All deliveries, services and offers of our suppliers are exclusively based on these General Terms and Conditions of Purchase. These are an integral part of all contracts which 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 the customer, even if they are not agreed upon again separately.
- (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 which contains or refers to the terms and conditions of business of the supplier or a third party, this does not imply any agreement with the validity of those terms and conditions.
- (3) All agreements made in individual cases (including side agreements, supplements and amendments), which are made for the purpose of executing the contract, shall take precedence over these General Terms and Conditions of Purchase.

§ 2 Orders and contracts

- (1) Insofar as our offers do not expressly contain a commitment period, we stick to these one week after the date of the offer. Receipt of the declaration of acceptance by us is decisive for timely acceptance.
- (2) We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a period of notice of at least 5 working days before the agreed delivery date. The same applies to changes in product specifications, provided that these can be implemented within the normal production process of the supplier without significant additional expense, whereby in these cases the period of notice is at least 10 working days. We will reimburse the supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delays in delivery which cannot be avoided with reasonable efforts in the supplier's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of any additional costs or delays in delivery which he can expect, based on a careful assessment, in good time before the delivery date, but at least within 3 working days of receipt of our notification.
- (3) We shall be entitled to withdraw from the contract at any time by means of a written declaration stating the reason if we are unable to use the ordered products in our business operations due to circumstances occurring after conclusion of the contract for which the supplier is responsible (such as, for example, failure to comply with statutory requirements) or if we can only use them at considerable expense or if the supplier's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

§ 3 Prices, terms of payment, invoices

- (1) The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address stated in the contract, including packaging.
- (2) Unless otherwise agreed, we shall pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with 3% discount or within 30 days net. The receipt of our bank transfer order by our bank shall be sufficient for the timeliness of the payments owed by us.
- (3) All order confirmations, delivery documents and invoices shall state our order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and if, as a result, processing by us is delayed in the course of our normal business transactions, the payment periods shall be extended by the period of the delay.
- (4) In the event of delayed payment, we shall owe interest on arrears at a rate of five percentage points above the base rate.

§ 4 Delivery, delivery time and passing of risk

- (1) The delivery time stated in the order or otherwise decisive according to these General Terms and Conditions of Purchase shall be binding. Early deliveries are not permitted.
- (2) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent that the delivery time cannot be met.
- (3) If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without the need for a reminder.
- (4) In the event of a delay in delivery, we shall be entitled without restriction to the statutory claims, whereby we may only exercise a right of withdrawal or assert claims for damages instead of performance after the fruitless expiry of a reasonable grace period.
- (5) In the event of delivery delays, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5 %, up to a maximum of 5 %, of the respective order value for each commenced week of the delivery delay. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the supplier.
- (6) The supplier is not entitled to make partial deliveries without our prior written consent.
- (7) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination.

§ 5 Warranty claims

- (1) In the event of defects, we shall be entitled to the statutory claims without restriction. However, the warranty period shall be 30 months after the passing of risk, unless the law provides for a longer limitation period.
- (2) Deviations in quantity and quality shall be deemed to have been notified in good time in any case if we notify the supplier of them within 5 working days of receipt of the goods by us. Hidden material defects shall be deemed to have been notified in good time in any case if the notification is made to the supplier within 5 working days of discovery.
- (3) We shall not waive warranty claims by accepting or approving samples or specimens submitted. We owe an incoming goods inspection only with regard to obvious defects and identity of the goods.
- (4) Upon receipt of our written notification of defects by the supplier, the limitation of warranty claims shall be suspended until the supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts starts again.

§ 6 Product liability

- (1) The supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property which are attributable to a defective product delivered by him and shall be obliged to indemnify us against any liability resulting from such claims. If we are obliged to carry out a recall campaign against third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall campaign.
- (2) The supplier is obliged to maintain a product liability insurance policy at his own expense with a coverage of at least EUR 2.000.000,00 and shall send us a copy of the liability policy upon request.

§ 7 Compliance

- (1) The supplier assures that all deliveries and services in agreed quality correspond to the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and any quality assurance agreements that may have been made.
- (2) The supplier warrants that the products delivered by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the products or where he has them manufactured.
- (3) The supplier shall ensure that the products delivered by him comply with all relevant requirements for marketing in the European Union and the European Economic Area. On request, he shall provide us with proof of conformity by presenting suitable documents.

§ 8 Final provisions

- (1) All terms and conditions of the order as well as all information and documents made available to the supplier for this purpose shall be treated confidentially and may only be used to execute the order.
- (2) Claims from the contractual relationship may only be assigned to third parties with our express consent.
- (3) Insofar as declarations and notifications are required to be in writing, transmission by fax or e-mail is sufficient, unless notarization or any other form is mandatory.
- (4) All legal relationships between the supplier and us shall be subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- (5) Place of jurisdiction is Düsseldorf. We are also entitled, at our own discretion, to sue the supplier at his general place of jurisdiction.
- (6) The invalidity of individual provisions of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that are suitable to realise the economic purpose of the omitted provision as far as possible.