

I. GENERAL CONDITIONS

1. These General Conditions of Purchase (GCP) are exclusively valid for every business and future business with the supplier. Contrary, deviant and additional terms and conditions of the supplier may only get part of a contract when we explicitly accept these terms in written form. The need for our acceptance especially applies when we accept the supplier's terms and conditions unreserved. With the execution of the delivery, the supplier compulsively accepts our Conditions of Purchase.
2. This GCP are especially valid for contracts regarding sell and supply of moveable objects ("goods"), regardless if the supplier produces the goods by himself or sources them from a component supplier (§§ 433, 651 BGB). This GCP always apply in its current version.

II. OFFER AND OFFER DOCUMENTS

1. The contract comes into existence when our order is accepted within 2 weeks in written by order confirmation.
2. When the order confirmation deviates to our order, a contract only comes into existence when we accept this deviation in written form.
3. We do reserve our ownership and copyright for pictures, drawings, calculations, models, samples and other documents. Without an explicit and written acceptance from us, you may not show such documents to third parties. The documents may only be used for our order. After completion of the order, these documents have to be handed back to us directly and without further demand. The documents have to be kept secret to third parties.

III. PRICES AND TERMS OF PAYMENT

1. The agreed prices are valid ex works, delivered to the place mentioned in the order. The price does also include all supplier's performances and perquisites (e.g. assembly, installation) and also incidental costs, as far there is no individual agreement. The supplier is responsible for flawless, appropriate and law-conformable packaging.
2. The price does not include the legal value-added tax.
3. If there is no other written agreement, the agreed price has to be paid within 14 days, counted from the day of delivery and invoice receipt, with 2% discount or within 60 days net. Punctual payment depends on the bank's transfer order.
4. Setoff and retention rights as well as plea of not fulfilled contracts are entitled to us in the legal extent. We are especially entitled to keep back mature payments, as long as there are still claims regarding the incomplete and defective performance of the supplier.
5. The supplier can only enforce setoff and retention rights in respect to approved or finally convicted counterclaims.

IV. DELIVERY TIME, DELAYED DELIVERY AND DEFAULT OF ACCEPTANCE

1. The agreed delivery times and delivery deadlines are binding. At impending delivery delay, we have to be informed immediately by the supplier.
2. Earlier deliveries, partial deliveries and quantity variances are only acceptable after our written acceptance. In such cases, we are entitled to refuse the receipt of goods at no charge.
3. If the supplier is culpable for delivery delay, we are entitled to charge for every started working day a contractual penalty in the extent of 0.3%, but at most 10% of the complete contract amount. Further demands due to the delay are unspoiled by this. If we accept the delayed performance, we will bring this amount to bear at latest with the final payment. The supplier is entitled to prove if we had no or less damage.
4. For the occurring of default of acceptance legal regulations apply. The supplier has also to offer his performance explicitly as soon as there exists an action duty or cooperation duty of our side, for which is a determined or determinable calendar date agreed.
5. Deliveries can only be accepted within our times for goods receipt which may have to be requested before.

V. TRANSFER OF PERILS, DISPATCH AND PLACE OF PERFORMANCE

1. The risk of accidental destruction and accidental deterioration of the goods transfers to us at the Place of Performance. As far as an acceptance is agreed, it is decisive for the transfer of perils. For acceptance, generally the legal regulations of the plant contract law apply. Same applies for handover and acceptance when we are in default of acceptance.
2. Unless otherwise agreed the place mentioned in the order is also the place of performance for delivery and possible supplementary performance.
3. The supplier is obligated to mention order number, commission number and date of the order on all order confirmations, invoices, shipping documents and delivery notes. Amongst others the date (issuing date and date of dispatch) and the content of the delivery (article number and amount) need to be mentioned on the delivery note. If the supplier fails to do so, we do not stand in for processing delays.

VI. WARRANTY OF DEFECTS

1. Right after receipt of a delivery, we will check by delivery note if the delivery is in the right quality and amount and if there are visible damages of the transport or faults. If we detect a defect during this check, we will notify this within 10 working days after goods receipt or right after detection of a hidden defect.
2. We do not have any further checks and disclosure requirements to the supplier than the above-mentioned.
3. The supplier has to make the goods available without any property damages and defects of title. Especially, he needs to advocate that his deliveries do correspond to the accepted



technical rules and the properties agreed by contract as well as our specifications and demands.

4. Unshorten legal claims for defects belong to us. We are obliged to demand a rectification of a defect or a replacement delivery from the supplier of our choice. Costs the supplier needs for checking and supplementary performance (excluding eventual assembly and disassembly costs) have to be beard by the supplier.
5. When the supplier does not fulfill his duty of supplementary performance within an appropriate time set by us - we can decide if per rectification of the defect or replacement delivery – we can eliminate the fault by ourselves and can claim the supplier for these expenditures respectively for advanced money. There is no need for a deadline if the supplier's supplementary performance failed or if it is unacceptable for us.
6. The period of limitation takes 36 months, counting from transfer of perils.

VII. PRODUCT LIABILITY EXEMPTION

1. Insofar the supplier is responsible for a product damage, he is liable to release us for third parties' compensation claims on first demand, because the cause lays in his domain and organizational area and because he is liable by himself in the relations to the outside world.
2. In the scope of his duty for indemnity acc. to §§ 683, 670 BGB the supplier has to refund expenditures, which are resulting from or in connection with a claim by third parties including recall actions induced by us. We will inform the supplier regarding content and extend of recall actions – insofar it is possible and reasonable – and will give him the possibility for his statement. Further legal requirements are not contacted by this.
3. The supplier undertakes to negotiate and maintain a product liability insurance in the amount of 5 million € per personal and physical damages.

VIII. CONFIDENTIALITY AND RESERVATION OF PROPRIETARY RIGHTS

1. The supplier is obligated to keep all received pictures, drawings, calculations, models, samples and further documents strictly secret. A disclosure to third parties needs an explicit and written acceptance. The obligation of confidentiality is also valid after ending of the contract and expires not before the knowledge received by the documents is public.
2. The afore mentioned assignment is also valid for substances and materials (e.g software, finished and semi-finished products) as well as for tools and other objects which we provide the supplier for production. These objects, as long as they are not worked, have to be stored separately and have to be insured against damage and loss in an appropriate extend.
3. We herewith refuse the right for reservation of proprietary rights of the supplier, extended and prolonged Reservation of

proprietary. We are entitled to process the delivery in proper course of business, to remodel and to sell it.

4. Concerning the subjects we provide to the supplier we reserve the property. Converting, mixing and combination (subsequence processing) of provided subjects of the supplier is carried out for us. If our reserved goods get worked together with other items which do not belong to us, we receive the rental ownership on the new subject in proportion to the value of our subject to the other worked subjects at the moment of working it.
5. When our provided subject gets mixed up inseparably with subjects which do not belong to us, we receive the rental ownership on the new subject in proportion to the value of the reservation subject of the other mixed-up subjects at the moment of mixing. When mixing in a way that makes the supplier's subject become a main subject, he has to transfer the partial rental ownership to us. The supplier covers the exclusive rental ownership for us.

IX. PRIVACY PROTECTION

According to § 33 BDSG we point out that all customer and supplier relating data are worked and saved by a data processing program.

X. FINAL CLAUSE

1. German law applies exclusively under the exclusion of laws for international purchase of moveable subjects (especially United Nations Convention on Contracts for the International Sale of Goods).
2. When the supplier is a merchant in terms of the Commercial Code, juristic persons or under public law separate estate, the only place of jurisdiction for all disputes, which arise from contractual relationship – also international -, is our place of business in Schotten. Nevertheless, we are entitled to take the supplier to court at his place of general jurisdiction.
3. If one or more designations of the contract with the supplier included this GCP become invalid completely or partially, the validity for the other designations will not be contacted by this. The completely or partially invalid regulation shall be replaced by a regulation, which has an economic success similar to the invalid regulation.
4. The supplier is only entitled to cede his claims to us when we send a written and explicit approval before. Assignment of claims of the supplier against us is generally invalid.

A. Schüth GmbH, Schotten

General Management

