

Terms and conditions of purchase



§ 1 Contractual bases

- (1) Our Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions of the supplier that conflict with or deviate from our terms and conditions shall not be recognized; this shall also apply to unconditional acceptance of the delivery. We do not recognize conflicting terms and conditions even if we do not expressly object to them or if we refer to letters from the contractual partner in which reference is made to his terms and conditions. Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier, even if they are not expressly included again.
- (2) In addition, the statutory provisions (in particular BGB and HGB) shall apply. The regulations and guidelines cited by us shall apply in their current version. Our company standards and guidelines, which form the basis of the contract and for which the latest version is also decisive, can be requested by the supplier at any time if they are not available.

§ 2 Offer, contractual documents and confidentiality

- (1) Our orders are subject to change unless binding periods are agreed in individual cases.
- (2) Design drawings, plans, documents, models, electronic data carriers, drawings and similar company documents remain our property and must always be treated as strictly confidential. They may not be made accessible to third parties without our consent. The supplier undertakes to maintain strict confidentiality with regard to all other information that comes to his knowledge in the course of his work for us. He is obliged to impose these obligations on his personnel and subcontractors as well. Upon request and after completion of the order, the documents together with copies and duplicates must be handed over to us.
Reference advertising with our name and similar is only permitted with our prior consent.

All records, documents and files that are relevant to the service must be submitted by the supplier without being requested to do so at the latest upon delivery of the service.

In the event of a breach of these obligations, the supplier shall be fully liable to us in accordance with the statutory provisions.

§ 3 Prices and terms of payment

- (1) The price stated in the order is binding.
- (2) Unless otherwise agreed, it includes the statutory value added tax. Delivery "free domicile" including loading and packaging is also included.
- (3) We shall be entitled to rights of set-off and retention to the extent permitted by law.
- (4) We shall settle invoices within 30 days with a 3% discount, otherwise without deduction; the payment and discount periods shall run from receipt of the invoice, but not before delivery of the goods or provision and acceptance of the service or before complete handover of contractually agreed documentation or other documents. If the supplier's terms of payment are more favourable, these shall apply without the supplier's general terms and conditions being recognized in other respects.
- (5) Payments can be made by check or bank transfer. Payment is deemed to have been made on time if the check has been sent by post on the due date or the bank or post office has been instructed to make the transfer on the due date.

§ 4 Delivery time and delay in delivery

- (1) The delivery time stated in the order is binding. The supplier shall notify us immediately as soon as he has to assume that he will not meet the delivery dates or will not meet them on time; the notification shall include the reason for and expected duration of the delay in delivery.
Partial services that have not been agreed are not permitted unless we expressly request or agree to them.
- (2) In the event of a delay in delivery, we shall be entitled to demand liquidated damages for delay in the amount of 0.1% of the delivery value (net of VAT) per working day of delay; however, we may claim a maximum of 5% as a lump sum.

be made.

The supplier has the right to prove to us that no or significantly less damage has been incurred.

Further statutory or contractual claims (in particular damages for breach of duty) remain reserved.

- (3) On the day of dispatch, the supplier must send a detailed dispatch note for each individual shipment separately from the invoice and the delivery item.

Delivery or performance dates as well as delivery or performance deadlines must be stated in writing; they shall be deemed to have been met if the delivery item has been received by us in accordance with the contract by the expiry of the deadline.

The supplier shall always choose the most favorable and suitable mode of shipment and transport for us.

Each delivery must include a delivery bill and a packing slip (for shipments by ship, the name and address of the shipping company and the ship must be stated).

The order references and details of the unloading point specified by us must be stated in full in all documents (in particular on invoices and delivery bills, in dispatch notes, on packing slips and in consignment notes as well as on the outer packaging).

Hazardous substances and dangerous goods must be packed, labeled and shipped in accordance with national and international regulations. The information in the accompanying documents must comply with the respective national regulations.

The supplier is also responsible for compliance with these obligations by its subcontractors.

He shall be liable for all damages and necessary expenses resulting from the breach of his obligations.

Consignments that cannot be accepted due to a breach of these obligations shall be stored at the supplier's expense and risk. We may determine the content and condition of such consignments.

The rules for taking back packaging are determined by the applicable packaging ordinance.

§ 5 Inspection of defects

- (1) An obligation on our part to inspect and give notice of non-obvious defects in accordance with § 377 HGB is excluded. We undertake to carry out a minimum inspection on the basis of the delivery bill and for transport damage; the supplier undertakes to carry out a final goods inspection and to conclude a quality assurance agreement with us on request.
- (2) In the event that no quality assurance agreement exists or that there are obvious defects, our complaint shall in any case be deemed to have been made in good time if it is received by the supplier within 7 working days (excluding Saturdays), calculated from receipt of the goods or, in the case of hidden defects, from discovery. If, in individual cases, the "promptness period" from § 377 HGB (German Commercial Code) should be longer than 7 working days, this longer period shall apply.

§ 6 Liability for material defects and defects of title

- (1) We are fully entitled to all statutory rights in the event of material defects and defects of title.

In particular, the supplier is responsible for ensuring that the delivery item complies with the contractual and statutory requirements and has no other defects. The delivery item must comply with the current rules of science and technology as well as the applicable environmental, occupational safety and accident prevention regulations. In the event of defects, we shall in particular be entitled to demand, at our discretion, either rectification of the defect or delivery of a defect-free item (subsequent performance); the supplier shall bear the full costs required for this.

Furthermore, we are entitled to the statutory claims for damages in full and without limitation.

Acceptance of the goods or a sample or specimen shall not automatically release the supplier from liability for defects.
- (2) A limitation period of three years from delivery shall apply, unless longer periods are provided for by law. Insofar as the delivery item is redelivered within the scope of subsequent performance, the limitation period shall begin to run anew if this is to be seen as an acknowledgement of the obligation of subsequent performance. The same applies in the case of rectification for the rectified part of the delivery item.

- (3) In urgent cases (imminent danger or particular urgency), we are entitled to remedy the defect ourselves at the supplier's expense. An urgent case is deemed to exist if it is no longer possible to inform the supplier and set him a deadline (even if short) for subsequent performance.

§ 7 Retention of title

- (1) If we provide parts to the supplier, we reserve the right of ownership of these parts.
- (2) The retention of title also extends to the full value of the products resulting from the processing or transformation of our goods, whereby these processes are carried out for us so that we are deemed to be the manufacturer. If, in the event of processing or transformation with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the objective values of these goods.

If our items are mixed or combined with other items, we shall also acquire co-ownership in the ratio described above. If the process is carried out in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis.

The manufacturer shall store our property with the care customary in the trade.

§ 8 Recourse

- (1) If a claim is made against us due to a defect in the item delivered by the supplier on the basis of manufacturer's liability, product liability or other liability facts, the supplier shall indemnify us against the liability resulting from the defect insofar as he is responsible for the defect. The indemnification shall be made on first demand.

- (2) In this context, the supplier is also obliged to reimburse any expenses in accordance with

§§ Sections 683, 670 BGB or Sections 830, 840, 426 BGB arising from or in connection with a warning or recall campaign. As far as reasonable and possible, we shall inform the supplier immediately of the content and scope of the action. We reserve the right to assert further legal claims.

- (3) If claims are asserted against us elsewhere due to a defect in the item delivered by the supplier, we shall be entitled to full recourse against the supplier under § 478 BGB; an exception to this shall only apply if we have previously been granted equivalent compensation for the recourse claim.
- (4) Any further claims and rights against the Supplier shall remain unaffected by these provisions.

§ 9 Property rights

- (1) The supplier warrants that no third-party rights are infringed in connection with its delivery.
- (2) If claims are asserted against us by third parties for this reason, the supplier is obliged to indemnify us against these claims if he is responsible for the infringement of the rights of third parties. The indemnification shall be made on first demand. We are not entitled to make any agreements (in particular settlements) with the third party without the supplier's consent.
- (3) This indemnification obligation also applies to all expenses that we necessarily incur from or in connection with the claim by a third party.
- (4) Any further claims and rights against the Supplier shall remain unaffected by these provisions.
- (5) Unless a longer period is provided for by law, the limitation period for claims under paragraphs (1) to (4) shall be three years and shall commence upon delivery of the delivery item (in the case of contracts for work and services, upon acceptance of the service).

§ 10 Withdrawal and joint liability

- (1) The Supplier's statutory right of withdrawal shall neither be excluded nor limited. Likewise, any statutory or contractual rights and claims to which we are entitled shall neither be excluded nor limited.
- (2) We shall only be liable without limitation for intent and gross negligence (including that of our legal representatives and vicarious agents) and for injury to life, limb and health. We shall also be liable without limitation for the provision of guarantees and assurances if a defect covered by such guarantees or assurances is of particular importance to our business.

triggers liability. There is also no limitation in the case of liability arising from hazardous situations.

- (3) In the event of any other culpable breach of material contractual obligations (cardinal obligations), our remaining liability shall be limited to the foreseeable damage typical of the contract.
- (4) Otherwise, our liability - regardless of the legal grounds (in particular claims arising from the breach of primary and secondary contractual obligations, tortious acts and other tortious liability) - is excluded.
- (5) The same (exclusions, limitations and exceptions) shall apply to claims arising from culpa in contrahendo.
- (6) In the event of reimbursement of expenses, this § 10 shall apply accordingly.
- (7) Any exclusion or limitation of our liability shall also apply to our legal representatives and vicarious agents.
- (8) A reversal of the burden of proof is not intended. Cardinal obligations are essential contractual obligations, i.e. those obligations that give the contract its character and on which the contractual partner may rely; these are therefore the essential rights and obligations that create the conditions for the fulfillment of the contract and are indispensable for achieving the purpose of the contract.
- (9) The supplier's liability is regulated in §§ 6, 8 and 9 as well as in the law.

§ 11 Place of performance, place of jurisdiction, applicable law, insurance and allocation of the burden of proof

- (1) The place of performance for our obligations (in particular for our payments) is our registered office.
- (2) The place of jurisdiction shall be our registered office if the supplier is also a merchant, a legal entity under public law or a special fund under public law. The same shall apply if he has no general place of jurisdiction in Germany or moves his registered office abroad after conclusion of the contract. We are also entitled to sue him at other permissible places of jurisdiction.
- (3) The law of the Federal Republic of Germany (BGB, HGB) shall apply to all claims and rights arising from this contract. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions of the EGBGB is expressly excluded. The contractual language is German.

- (4) The supplier must take out sufficient liability insurance (in particular business, product and environmental liability insurance) at its own expense for damage caused by its services, its personnel and/or its subcontractors, the existence of which must be proven to us on request. Furthermore, the supplier shall take out sufficient transportation insurance at its own expense.
- (5) None of the clauses agreed in these terms and conditions shall alter the statutory or judicial allocation of the burden of proof.

§ 12 Other provisions

- (1) Changes to the contract can only become effective with our consent.
- (2) Should individual provisions of these terms and conditions be wholly or partially invalid or void, the remaining provisions shall remain unaffected. The contracting parties undertake to agree to a provision that largely achieves the economic purpose of the invalid or void provision.
- (3) We treat all data of the supplier exclusively for the purposes of business processing and in accordance with the provisions of the applicable data protection regulations. Upon written request, the supplier also has a right to information about his personal data collected, processed and used by us.
- (4) All terms and regulations are to be understood as gender-neutral and otherwise non-discriminatory within the meaning of the General Equal Treatment Act (AGG).