

All orders and purchases shall be based exclusively on these Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract unless we confirm these terms and conditions in writing. If we accept the goods without raising any explicit objections, this shall not, under any circumstances, be taken to mean that we have accepted deviating terms and conditions of the contractual partner.

For organisational reasons, we must request that only the prepared order confirmation be used.

## 1. Contractual Terms and Conditions

- a With regard to the contractual terms and conditions, only the wording of our order and, in addition, these General Terms and Conditions of Purchase shall apply. Where the wording of the order refers to public national or international standards, then the current valid version of these standards shall apply.
- b Verbal agreements reached with our procurement employees shall only be binding once we have confirmed them in writing.

## 2. Orders

- a If our orders are not acknowledged by the supplier in writing or by fax or by e-mail within one week of receipt, including a binding confirmation of the delivery period, then we are entitled to revoke them.
- b We are entitled to demand that alterations be made to the delivery item even after the contract has been concluded, provided that the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, in particular with regard to extra and reduced costs, as well as the delivery deadlines.

## 3. Delivery Period and Deadlines

- a Agreed dates and deadlines shall be binding. The receipt of the goods at the agreed place of receipt shall be the prerequisite for adherence to these deadlines.
- b Early delivery and partial deliveries shall require our consent.
- c The supplier shall be obliged to notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery date, stating the reasons and the likely duration of the delay.

## 4. Packaging, Transportation and Insurance

- a The goods are to be protected against damage using suitable packaging that has been approved by us, and using due and proper transportation.
- b We shall take out our own transport insurance. We shall not pay the costs associated with freight forwarders' insurance; we are exempted from mandatory freight forwarders' insurance (SLVS-Verzichtskunde).
- c The risk shall be transferred at the place of receipt specified by us.

## 5. Provisions to be Adhered to

- a In connection with its performance, the supplier shall adhere to all of the relevant statutory provisions and regulations, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable customs regulations and shall adhere to the generally accepted safety regulations and requirements set out by the party placing the order.
- b The supplier warrants that its deliveries adhere to the provisions set out in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the supplier warrants that the substances contained within products delivered have been registered, insofar as this is required under the provisions of the REACH Regulation, and that we have been provided with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Article 32 of the REACH Regulation. Insofar as the supplier delivers products within the meaning of Article 3 of the REACH Regulation, it also warrants, in particular, that it adheres to its obligation to pass on sufficient information pursuant to Article 33 of the REACH Regulation.
- c The supplier warrants that it adheres to Directive 94/62/EC on packaging and packaging waste, in particular adherence to the 100 ppm cumulative limit value for lead, cadmium, mercury and hexavalent chromium in packaging or packaging components.
- d Hazardous goods pursuant to the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) (ADR, RID) are to be delivered free of charge as a general rule.
- e The INCOTERMS © 2010 shall apply to all commercial clauses.
- f In cases involving metal purchases, only "DDP" shall apply as the delivery terms. The product destination, transportation method and means of transportation shall be specified by our metal procurement department for each delivery.

## 6. Quality and Warranty

- a In respect of its deliveries and services, the supplier shall adhere to the recognised technical rules, the statutory safety-related and environmental provisions and the agreed technical data. The valid version of the standards shall be applied. The supplier must conduct a thorough final check to ensure adherence to the specified product characteristics. Any changes to the delivery item shall require our prior written approval.
- b Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, in particular, that they are correct, complete and suitable. We are entitled to inspect the goods, insofar and as soon as this is feasible within the framework of ordinary business activities; we shall report any defects we identify as soon as we discover them. In this respect, the supplier shall waive the right to object to the delayed notification of defects. Section 377 of the German Commercial Code (HGB) shall not apply.
- c The limitation period for our claims based on defects shall start when the goods are delivered/the service is accepted and amounts to two years for claims resulting from, or in connection with, the delivery of goods. If the goods are used for a building structure in accordance with their usual purpose, the period shall amount to five years. In all other respects, the statutory deadlines shall apply. The warranty period for spare parts that are specially marked/named as such in individual agreements shall be two years from the time of installation, but shall end, at the earliest, when the warranty period for the goods/services ordered expires.
- d We can demand either the rectification of the defect or the delivery of an item that is free of defects. In the case of subsequent performance, the period of limitation for re-placed and repaired parts shall begin anew. The expenses incurred for the purposes of subsequent performance shall also include the expenses incurred by our customers.
- e If the supplier fails to start rectifying the defect as soon as we ask it to, then we shall have the right, particularly in urgent cases, to defend against acute risks or to prevent more considerable damage, to rectify the defect ourselves, or arrange for a third party to do so, at the supplier's expense.

## 7. Product Liability

- a If the supplier is responsible for product damage, then it is obliged to indemnify us against third-party claims for damages on first demand.
- b Within this framework, the supplier is also obliged to reimburse us for all expenses incurred by us due to, or in connection with, a recall.
- c The supplier shall take out appropriate insurance cover for all risks associated with product liability, including the recall risk, and shall provide us with a copy of the insurance policy on request.
- d The supplier shall perform quality assurance measures that are suitable based on the nature and scope of the products, in line with state-of-the-art technical standards, and shall provide us with evidence of these quality assurance measures on request.

## 8. Property Rights

- a The supplier shall guarantee that the delivery or use of the delivered goods shall not breach third-party rights, in particular industrial property rights.
- b The supplier shall indemnify the party placing the order and its customers from all claims resulting from the use of such property rights.

## 9. Payment

- a In the absence of any agreements to the contrary, payments shall be made within 14 days subject to a 3% discount or in net within 45 days. In each case they are calculated from the time of receipt of an invoice that adheres to the applicable statutory provisions, but not before receipt of the goods/acceptance of the services and, insofar as documentation, test certificates (e.g. factory certification) or similar documents forming part of the scope of delivery, and provided to us in line with the contract. We shall only be deemed to have defaulted on payment if the supplier has previously issued us with an explicit written reminder after the due date.
- b In cases involving incorrect deliveries, we are entitled to withhold payment as appropriate – maintaining our right to apply the discount – until the time of due and proper performance.
- c Receivables may only be assigned with our written consent.

## 10. Force majeure

- a Force majeure, industrial disputes, unrest, official measures and other unavoidable events shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its impact. The Parties undertake, to the extent that can be reasonably expected of them, to provide each other the necessary information without delay and to adjust their obligations to reflect the change in circumstances in good faith.
- b In cases involving metal purchases, the supplier may not invoke force majeure.

## 11. Tool Costs, Production Equipment and Data

- a The tools and facilities required for the manufacture of the goods ordered and for their maintenance and replacement shall be at the supplier's expense as a general rule. We have the right to acquire and use such tools, dies or models (where appropriate taking into account wear-and-tear and depreciation) in return for payment of the cost price.
- b Models, matrices, templates, samples, tools and other production equipment paid or made available to the supplier by us, as well as any other data, shall remain/become our property and may only be used for deliveries and services for third parties with our prior written consent. The supplier must store any production equipment belonging to us carefully and free of charge and must return it to us without delay and without any right of retention any time we request such return.

## 12. Ownership and Provision

- a We recognise provisions set out in the supplier's terms and conditions of delivery regarding the latter's reservation of title. We consent to assignments resulting from an extended reservation of title from the outset subject to the proviso that we reserve all rights against the assignee that we would have against the supplier in the absence of the assignment.
- b Goods provided by us remain our property. They may only be used for their intended purpose. The supplier must perform a corresponding receipt inspection to ensure the due and proper nature of the goods provided and inform us of the outcome of this inspection. In cases involving the processing of our goods by the supplier, we shall be considered the manufacturer without this giving rise to any obligations for us, and we shall acquire co-ownership of the newly produced goods. If the goods are processed together with other materials, we shall acquire co-ownership based on the ratio of the invoice value of our goods to the invoice value of the other materials. If our goods are combined or mixed with goods of the supplier and the supplier's goods are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the ratio of the invoice value of our goods to the invoice value – or, if there is no such invoice value, the market value – of the main goods. In such cases, the supplier shall be deemed the custodian.

## 13. Subcontracts

For subcontracts by us, the following also applies:

- a The supplier shall inspect the subcontracted goods without delay on receipt to check for any transportation damage, evident material defects, incorrect deliveries and incorrect quantities and shall inform us of any complaints without delay.
- b The supplier is only entitled to process subcontracted goods that are free of defects. It must act appropriately within this context to ensure that the intended purpose of the subcontracted goods is not impaired or jeopardised as a result of the processing. The supplier shall be liable within the statutory scope.

## 14. Compliance

- a The supplier undertakes to adhere to the relevant statutory provisions on dealing with employees, environmental protection and occupational health and safety and shall endeavour to reduce any adverse impact of its activities on people and the environment. The supplier shall also adhere to the principles that govern our activities as set out in our corporate guidelines. These relate primarily to the protection of international human rights, the prohibition of forced and child labour, the elimination of discrimination in connection with recruitment and employment, responsibility for health, safety and the environment and the prevention of corruption.
- b If the supplier has its registered office or production site in the territory of the Federal Republic of Germany, it guarantees that it shall adhere to the applicable employment law regulations, as well as the statutory requirements on the minimum wage as set out in the German Minimum Wage Act (MiLoG). The same shall apply to any subcontractors that are used. The supplier undertakes to indemnify us against liability for the minimum wage insofar as the claim is based on a breach of obligations incumbent upon it or the subcontractors it has commissioned under the German Minimum Wage Act. This shall also include any associated costs, in particular in connection with legal defence.

## 15. Place Of Performance and Place Of Jurisdiction

- a The place of performance for all obligations under the agreement shall be the place of receipt specified by us.
- b If the supplier is a merchant who has been entered in the German commercial register (Vollkaufmann), then the place of jurisdiction shall be Ulm.

## 16. Statutory Provisions, Applicable Law

In the absence of any provisions to the contrary above, the contract and its performance shall be subject exclusively to the statutory provisions of the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.