

General Terms and Conditions of Purchase

§ 1

General - Scope of Application

- (1) Our Terms and Conditions of Purchase apply exclusively and are the subject of all purchases and other related contracts, regardless of the form in which they are concluded. They shall replace our previous General Terms and Conditions of Purchase in the future. Deviating general terms and conditions of our contractual partner shall only be binding for us insofar as we have expressly acknowledged them in writing and do not become part of the contract even through acceptance of the contract or receipt of goods.
- (2) Our General Terms and Conditions of Purchase shall only apply towards:
 - of a person who, at the time of conclusion of the contract, was in the exercise of their commercial or independent professional activity (entrepreneur) or
 - legal entities under public law or a special fund under public law.
- (3) Our Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier, even if they have not been expressly referred to again and should not even be attached to the order or enquiry in individual cases.
- (4) Amendments and supplements to the contract as well as its cancellation require written confirmation to be effective.

§ 2

Order - Order Documents

- (1) We shall remain bound to our order for 2 weeks from the order date.
- (2) All illustrations, drawings, calculations and other documents handed over on the occasion of the order are to be used exclusively for production on the basis of our order; after processing the order they are to be returned to us without being requested.

§ 3

Terms of Payment/Invoices/Reservation of Title

- (1) Invoices are to be issued in duplicate and with our complete order data.
- (2) Payment shall be made by bank transfer - unless a special agreement has been made - within 14 days with a 3 % discount or after 30 days net, calculated from receipt of the goods, at the earliest from receipt of the invoice.
- (3) Inspection and acceptance of the delivery and the invoice remain reserved. In the event of defective delivery, we shall be entitled to withhold payment proportionally to the value until proper fulfilment.
- (4) The Supplier is not entitled to assign its claims against us or to have them collected by third parties without our prior written consent. If the Supplier assigns their claim against us without our consent, the assignment shall nevertheless be effective. However, we may at our discretion make payment to the Supplier or the third party with discharging effect.
- (5) We do not recognise clauses in the Supplier's general Terms and Conditions that provide for an extended or prolonged retention of title by the Supplier. The agreement of such a reservation of title requires our separate written consent.

§ 4

Delivery Time

- (1) The delivery time stated in the order is binding.
- (2) The Supplier is obliged to inform us immediately in writing in if circumstances occur or become apparent to him which indicate that the stipulated delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall in particular be entitled to demand lump-sum default damages in the amount of 5% of the delivery value per completed week, but not more than a total of 10%. Further statutory claims shall be reserved. The Supplier has the right to prove to us that no damage or significantly lower damage has been incurred as a result of the delay. The flat rate shall then be reduced accordingly.

§ 5

Transfer of Risk - Documents

- (1) Unless otherwise agreed in writing, delivery shall be made free domicile.
- (2) The risk of damage to or loss of the goods shall pass upon receipt of the goods at the delivery address specified by user.
- (3) The Supplier is obliged to state our exact order number on all shipping documents and delivery notes; if he fails to do so, delays in processing are unavoidable for which we are not responsible.

§

Notice of defects/material defects

- (1) We shall notify the Supplier immediately in writing of any defects in the delivery as soon as they are discovered in the ordinary course of business. In this respect, the Supplier shall waive the objection of delayed notification of defects. If a quality assurance agreement exists between the Supplier and us, our obligations to inspect for defects and to give notice of defects shall be based on this agreement.
- (2) Claims for defects for materials intended for automobiles or commercial vehicles shall expire after the expiry of 36 months from the date of delivery to us. For all other parts and delivery items, claims for defects shall expire upon expiry of 24 months from delivery to our customer, unless deviating periods have been expressly agreed in writing. The mandatory provisions of §§ 478, 479 BGB remain unaffected.
- (3) The quantity and quality of the delivery must comply with the agreed conditions, the intended use, our quality requirements, the relevant environmental regulations, the DIN standards valid on the date of delivery, the latest state of the art, the accident prevention regulations of the Employer's Liability Insurance Association, the relevant regulations and guidelines of authorities and trade associations as well as the statutory regulations.
- (4) In the event of defects in the delivery, including the absence of an agreed quality, the Supplier shall be obliged, without prejudice to our other legal remedies, at our discretion either to remedy the defect immediately and free of charge or to deliver defect-free parts - in each case including the necessary expenses - or to grant a reasonable price reduction.

If the Supplier is unable to do so or fails to do so immediately, we may withdraw from the contract and return the goods at the Supplier's risk.

We shall then also be entitled, without prejudice to our other claims, to have the defects remedied at the Supplier's expense or to remedy them ourselves.

The Supplier shall bear all resulting costs.

- (5) If defective goods are repeatedly delivered or services are repeatedly provided in a defective manner, we shall be entitled to withdraw from the contract, even for parts of the delivery not yet fulfilled, after a written warning in the event of a renewed defective delivery or service.

§ 7

Product Liability - Indemnification - Liability Insurance Cover

- (1) Unless otherwise in these Terms and Conditions a different liability provision has been made, the Supplier shall be obliged to compensate us for the damage, including consequential damage, which we incur directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier. The obligation to pay damages shall be given if the Supplier's representatives or vicarious agents are at fault for the damage. Liability for damages is excluded insofar as we, for our part, have effectively limited our liability towards our customer. We will endeavour to agree limitations of liability to the legally permissible extent also in favour of the Supplier.
- (2) If we are held liable by third parties, the Supplier shall indemnify us against such liability to the extent of their own responsibility.
- (3) In this context, the Supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a recall action carried out by us. We will inform the Supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give them the opportunity to comment.
- (4) The Supplier shall undertake to maintain and provide evidence of risk-oriented product liability insurance; if we are entitled to further claims for damages, these shall remain unaffected.

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8

Protection Rights

- (1) The Supplier shall guarantee that no rights of third parties within the Federal Republic of Germany are infringed in connection with his delivery.
- (2) If claims are asserted against us by a third party in this respect, the Supplier shall be obliged to indemnify us against such claims upon first written request; we shall not be entitled to make any agreements with the third party - without the Supplier's consent - in particular to conclude a settlement.
- (3) The Supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- (4) The expiry period is 36 months, calculated from delivery.

§ 9

Retention of Title - Provision - Tools

Confidentiality

- (1) Insofar as we provide parts to the Supplier, we reserve the right to ownership. Processing or transformation by the Supplier shall be carried out for us. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion of the value of our object to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier transfers co-ownership to us on a proportional basis; the Supplier shall hold sole proprietorship or ownership for us.
- (3) We reserve the right of ownership to tools; the Supplier shall be obliged to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at their own expense. They are obliged to carry out any necessary maintenance and inspection work in good time at their own expense. They shall notify us immediately of any malfunctions; if they culpably fails to do so, claims for damages shall remain unaffected.
- (4) The Supplier is obliged to keep all illustrations, drawings, calculations, other documents and information received strictly confidential. It may only be disclosed to third parties with our express written consent. We reserve all property rights and copyrights in this respect. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- (5) If the Supplier has validly retained title to the goods delivered by them, repossession or reclaiming is only permissible under the conditions of § 449 paragraph 2 of the German Civil Code (BGB).

§ 10

Court of Jurisdiction - Place of Fulfilment

- (1) The place of performance and jurisdiction for all obligations arising from the contractual relationship, including for matters relating to bills of exchange and cheques, shall be Pforzheim; however, we shall also be entitled to sue the Supplier at the court of their place of business.
- (2) German law shall apply in the respective valid version, to the exclusion of the UN Convention on Contracts for the International Sale of Good (CISG).