

§ 1 General - Scope of Application

- (1) Our Terms and Conditions of Purchase shall apply exclusively. We do not recognise any terms and conditions of the supplier that contradict or deviate from our terms and conditions of purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply even if we accept the supplier's delivery without reservation even if we are aware of terms and conditions of the supplier which contradict or deviate from our Terms and Conditions of Purchase.
- (2) Retentions of title shall only apply if they relate to the payment obligations for our respective products in which the supplier retains title. Extended or prolonged reservations of title are inadmissible.
- (3) All agreements made between us and the supplier for the execution of this contract shall be laid down in writing in this contract.
- (4) Our Terms and Conditions of Purchase shall only apply towards the contractor in accordance with § 310 (1) BGB (German Civil Code).
- (5) Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

§ 2 Offer - Tender documents

- (1) The supplier is obliged to accept our order in writing within a period of 2 weeks.
- (2) We reserve property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; they are to be returned to us unsolicitedly after completion of the order. They must be kept secret from third parties, to this extent the provisions of § 11 (5) apply additionally.

§ 3 Prices - Terms of payment - Security Deposits

- (1) The price stated in the order is binding. In the absence of a written agreement to the contrary, the price for domestic deliveries shall include the delivery condition "DAP" and for imported deliveries the delivery condition "DDP". (Incoterms 2010) including packaging. The return of the packaging requires special agreement.
- (2) The agreed price includes the statutory value added tax. This must be shown separately.
- (3) Invoices can only be processed by us if they state the order number stated in our order - in accordance with the specifications in our order. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) Unless otherwise agreed, the purchase price shall be paid within 14 days after delivery of the goods with a 2% discount or within 30 days net. For the timeliness of the payment owed by us, it is sufficient to receive our transfer order from our bank. Advance payments or partial payments will only be made for orders with a value of more than €25,000 and by special agreement. If agreed upon, the individual instalments are to be requested by separate letter. The normal or newly agreed cash discount is reduced by the total amount at the last instalment.
- (5) Insofar as we make advance payments, these shall be secured by unlimited guarantees from a German bank in the amount of the gross amount of the advance payment.
- (6) We shall be entitled to rights of set-off and retention to the extent permitted by law.

§ 4 Delivery time - Contractual Penalty

- (1) The delivery time stated in the order is binding.
- (2) The supplier shall be obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to the statutory claims without reduction. In particular, we shall be entitled to demand compensation for damages instead of performance and rescission after the fruitless expiry of a reasonable period of time. If we demand compensation for damages, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.
- (4) In the event of a delay in delivery for which the supplier is responsible, we shall be entitled to demand lump-sum damages for delay in the amount of 0.2% of the net delivery value per working day, but not more than 5% of the net delivery value. We undertake to declare the reservation of the contractual penalty to the supplier within 10 working days at the latest, calculated from receipt of the delayed delivery. The supplier shall have the right to prove to us that no damage or substantially lower damage has arisen because of the delay. We reserve the right to further legal claims (withdrawal and compensation for damages instead of performance). The lump-sum damage caused by delay shall be set off against any possible claim for damages. If the delivery date is postponed due to circumstances for which we are not responsible, the supplier shall be obliged to pay the contractual penalty stipulated in paragraph 4 if the new delivery date is exceeded for which he is responsible. § 5 Transfer of risk - documents - insignificant defects - waste

- (1) Unless otherwise agreed in writing, the delivery shall take place within Germany in accordance with "DAP" and, in the case of imports, in accordance with "DDP" (Incoterms 2010).
- (2) The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if he fails to do so, we are not responsible for the resulting delays in processing.
- (3) We are not obliged to accept delivery items which have only minor defects. Even in the event of insignificant deviations from the agreed quality or only insignificant impairment of usability, we shall be entitled to withdraw from the contract and claim damages for the whole performance.
- (4) If waste disposal, cleaning or disposal of materials and chemicals caused by work carried out by the supplier on the construction site should become necessary, this must be carried out by the supplier.

§ 6 Defect Investigation - Claims – Defect liability - Partial Performance - Limitation period

- (1) Any deviation in quality and quantity shall be deemed to have been notified by us in good time if we notify the supplier within 5 working days of receipt of the delivery.

(2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier either remedy the defect or deliver a new item at our discretion. We expressly reserve the right to claim damages, in particular damages instead of performance.

(3) Partial performance by the supplier is excluded unless otherwise agreed in individual cases. Deliveries which do not have the agreed or prescribed documentation shall also be considered as partial deliveries within the meaning of this paragraph.

(4) We shall be entitled to remedy defects ourselves at the supplier's expense if the supplier is in default.

(5) The limitation period for defect rights is basically 36 months. In the case of an item which has been used for a building in accordance with its usual manner of use and which has caused its defectiveness, 60 months; the period of limitation begins in each case from the transfer of risk, insofar as the mandatory provisions of §§ 478, 479 BGB do not intervene.

§ 7 G Warranty bond

We are entitled to deduct a security deposit of 5% from the agreed price for warranty claims for the duration of the limitation period for warranty rights, insofar as the 5% security deposit exceeds the amount of € 500.00. The supplier is entitled to replace the security deposit by an indefinite directly enforceable warranty for warranty rights of a German credit institution. The security retention or the guarantee given for redemption shall be paid out or returned at the written request of the supplier after expiry of the warranty period.

§ 8 Product liability - Indemnity - Insurance coverage

(1) Insofar as the supplier is responsible for product damage, he shall be obliged to release us from claims for damages by third parties on first demand, insofar as the cause lies within his sphere of control and organisation and he is liable himself in the external relationship.

(2) Within the scope of his liability for damage claims in the sense of subsection (1), the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB or in accordance with §§ 830, 840, 426 BGB which arise from or in connection with a recall campaign 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 him the opportunity to comment. Other statutory claims remain unaffected.

(3) The supplier is obliged to insure himself against the risks associated with product liability for the goods supplied by him in an appropriate amount. Upon our request, the supplier must prove his insurance cover in an appropriate form.

§ 9 Execution supervision - Testing

(1) The supplier agrees to a reasonable extent that the workshop processing and assembly of the delivery item at all stages of construction may be supervised by our customer, his authorised representative or by us and will grant access to the persons during normal operating hours, provided that no trade secrets of the supplier are violated.

(2) Upon request, our operating personnel shall also be instructed in the operation and maintenance of the delivered parts.

(3) Our customer and we are entitled to have individual parts of the delivery checked by recognised bodies to obtain proof of the prescribed or guaranteed condition of the respective part. If complaints turn out to be justified during the investigation, the supplier shall bear the costs of the investigations.

§ 10 Industrial Property rights

(1) The supplier warrants that no rights of third parties are infringed in connection with his delivery.

(2) If claims are asserted against us by a third party of this type, the supplier shall be obliged to indemnify us from these claims upon first written request; we shall not be entitled to enter into any agreements with the third party - without the supplier's consent - to conclude any agreements, in particular a settlement.

(3) The supplier's obligation to indemnify shall relate to all expenses necessarily incurred by us as a result of or in connection with claims by a third party.

§ 11 Retention of title - Provision of material - Tools - Secrecy

(1) Inasmuch as we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier shall be carried out on our behalf. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the conditional commodity (purchase price plus VAT) 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 is agreed that the supplier shall transfer to us a proportionate co-ownership; the supplier shall keep the sole ownership or co-ownership for us.

(3) We reserve ownership of tools; the supplier is further obliged to use the tools exclusively for the production of the goods ordered by us. The supplier is obliged to insure the tools belonging to us against fire, water damage and theft at his own expense at replacement value. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.

(4) Insofar as the security rights to which we are entitled pursuant to subsection (1) and/or subsection (2) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion upon request of the supplier.

(5) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. 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.

§ 12 Place of Jurisdiction - Place of Performance

- (1) If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at his place of residence. Any exclusive jurisdiction remains unaffected.
- (2) Unless otherwise specified in the order, our place of business is the place of performance.
- (3) The law of the Federal Republic of Germany shall apply; the validity of the UN Convention on Contracts for the International Sale of Goods shall be excluded.
- (4) Should individual provisions of this agreement be or become ineffective for any reason whatsoever, or should a gap needing to be filled arise, this shall not affect the effectiveness of the remaining provisions of this agreement.