

## **§ 1 Scope of application, form**

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ("Seller"). The GPC shall only apply if the Seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GPC apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GPC in the version valid at the time of the Buyer's order or in any case in the version last communicated to the Seller in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Seller refers to its General Terms and Conditions in the order confirmation and we do not expressly object to them.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order shall take precedence over the GPC. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(5) Legally relevant declarations and notifications by the seller in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.

## **§ 2 Conclusion of contract**

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Seller is obliged to confirm our order in writing within a period of one week at the latest or, in particular, to execute it without reservation by dispatching the goods (acceptance).

(3) Delayed acceptance shall be deemed a new offer and requires acceptance by us.

## **§ 3 Delivery time and delay in delivery**

(1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 4 weeks from conclusion of the contract. The seller is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason.

(2) If the Seller fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in paragraph 3 remain unaffected.

(3) If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late in total. We reserve the right to prove that higher damages have been incurred. The seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

## **§ 4 Performance, delivery, transfer of risk, default of acceptance**

(1) Without our prior written consent, the Seller shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery within Germany shall be "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office in Königswinter. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(3) The delivery must be accompanied by a delivery bill stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery bill.

(4) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Seller (individual production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

## **§ 5 Prices and terms of payment**

(1) The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transportation costs including any transport and liability insurance).

(3) The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

(4) We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.

(5) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the seller arising from incomplete or defective services.

(6) The Seller shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

## **§ 6 Confidentiality and retention of title**

(1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall not expire until

if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.

(2) The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. Such items shall - as long as they are not processed - be stored separately at the Seller's expense and insured to an appropriate extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) of items provided by the seller shall be carried out on our behalf. The same applies if we further process the delivered goods, so that we are deemed to be the manufacturer and acquire ownership of the product in accordance with the statutory provisions at the latest upon further processing.

(4) The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the seller for transfer of ownership conditional upon payment of the purchase price, the seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

## **§ 7 Quality requirements, defective delivery**

(1) The statutory provisions and, exclusively in our favor, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the seller.

(2) In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the seller or the manufacturer.

(3) The Seller also warrants that the goods comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations of the Federal Republic of Germany, the European Union, the European Economic Area and the country of use notified prior to conclusion of the contract. This includes in particular that the goods are marked in accordance with the relevant specifications and statutory regulations (the latter includes in particular the country of manufacture and the country/countries of use and the CE marking). The seller also guarantees the environmental compatibility of the delivered products and the packaging materials. In addition, the Seller shall prove to us the conformity of the goods with the aforementioned requirements request by submitting suitable documents.

(4) In the case of goods with digital elements or other digital content, the seller is responsible for providing and updating the digital content to the extent that this results from a quality agreement in accordance with para. 2 or other product descriptions of the manufacturer or on his behalf, in particular on the Internet, in advertising or on the product label.

(5) We are not obliged to inspect the goods or make special inquiries about any defects when the contract is concluded. Partially deviating from § 442 para. 1 sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

(6) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the random sampling procedure. Insofar as an acceptance

is agreed, there is no obligation to investigate. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

(7) Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as any dismantling and installation costs, shall be borne by the seller even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.

(8) Notwithstanding our statutory rights and the provisions in para. 6, the following shall apply: If the Seller does not fulfill its obligation to provide subsequent performance - at our discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the Seller for the expenses required for this or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances immediately, if possible in advance.

(9) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. We shall also be entitled to compensation for damages and expenses in accordance with the statutory provisions.

#### § 8 Supplier recourse

(1) We are entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 (5), 327u BGB) without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the seller that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right to choose (Section 439 (1) BGB) is not restricted by this.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall be responsible for providing evidence to the contrary.

(3) Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

#### § 9 Producer liability

(1) If the seller is responsible for product damage, he shall indemnify us against third-party claims to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

(2) Within the scope of its indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall campaigns carried out by us. We shall inform the Seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The Seller shall take out and maintain product liability insurance with a lump sum cover of at least EUR 2.0 million per personal injury/property damage.

## **§ 10 Statute of limitations**

(1) The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

(3) The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

## **§ 11 Compliance with laws**

(1) In connection with the contractual relationship, the seller is obliged to comply with the relevant statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

(2) The Seller shall make reasonable efforts to ensure that its subcontractors also comply with the relevant statutory provisions.

## **§ Section 12 Choice of law, place of jurisdiction and applicable version**

(1) These GTCP and the contractual relationship between us and the Seller shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Königswinter. The same applies if the seller is an entrepreneur within the meaning of § 14 BGB. In all cases, however, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or an overriding individual agreement or at the Seller's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

(3) In case of doubt, the German version of these GPC shall prevail.