GENERAL TERMS AND CONDITIONS OF PURCHASING

These terms and conditions shall form the foundation of all orders and shall apply exclusively. Contradictory or additional terms and conditions of Supplier are contradicted unless we have expressly declared our partial or total agreement with them in writing. Unconditional acceptance of delivery or service shall under no circumstances be deemed recognition or approval of Supplier's terms and conditions. Our terms and conditions of purchasing shall only apply towards enterprises within the meaning of § 310 sub-section 4 German Civil Code.

1. Orders

1.1 Orders shall require written form; it shall also be complied with in transmission by means of electronic data transmission. This shall also apply to subsequent amendments and supplements.

1.2 The order shall be confirmed within 10 working days on the copy of the order (order confirmation) intended for this purpose. If the order has been made electronically, it can be confirmed by the same means.

2. Prices - payment terms

2.1 The prices stated in the order shall be fixed prices exclusive of statutory Value Added Tax.

2.2 In the absence of a written agreement to the contrary, delivery shall be DDU agreed destination pursuant to Incoterms, inclusive of packaging. Returning of the packaging shall require a separate agreement.

2.3 Invoices must state the Value Added Tax owed separately. Original invoices may not be enclosed with the delivery of commodities. The order number shall be stated at all costs. Supplier shall be responsible for all consequences as a result of failure to comply with these obligations.

2.4 We shall pay following proper delivery and receipt of the invoice within 14 days with 3% discount or 30 days net, insofar as nothing to the contrary has been agreed in the individual case. Rights of offset and retention shall accrue to us to the statutory extent.

3. Delivery period - damage from arrears

3.1 The delivery and performance dates stated in the order shall be binding. Supplier shall be obliged to inform us in writing without delay if circumstances occur or become recognisable for it from which it can be seen that agreed deadlines cannot be complied with.

3.2 In the event of default in delivery/service, we shall be entitled to demand lump-sum damages from default to the amount of 0.2 % per calendar day of default, albeit no more than 5% of the price of the order. Damage from default can be claimed until maturity of the final payment. § 341 (3) German Civil Code shall not be applicable.

Apart from this, the statutory rights shall accrue to us in the event of default. In particular, we shall be entitled to demand damages in lieu of performance and withdrawal from the contract following the expiry of a suitable period of grace. If we demand damages, Supplier shall have the right to prove to us that it is not answerable for the breach of the duty.

The right to claim damages on account of loss of profits and interruption of production shall be ruled out.

4. Dispatch - hazardous commodities

4.1 The commodities shall be packed and dispatched in such a way that damage during transport is avoided.

4.2 In the event of delivery of hazardous goods within the meaning of the Hazardous Goods Ordinance, the latest national and international directives shall be complied with.

Within 30 days of acceptance of the order, albeit no later than delivery of the commodities, we shall be sent product information and current EU safety data sheets in the German and English languages.

4.3 Dispatch papers and delivery notes must contain the dispatch address, if applicable the name of the recipient, the order number and the order date.

4.4 Supplier shall be responsible for all damage and consequences originating as a result of failure to comply with the aforementioned directives.

5. Passage of risk

5.1 The time of passage of risk shall be based on the agreed terms of delivery and the Incoterms valid at the time of the placement of the order. Transport insurance shall be a matter for us.

5.2 Insofar as we have reserved the right to inspection of the commodities after delivery, risk shall only pass after inspection.

5.3 Signing of the delivery note shall not imply acknowledgement of the commodities supplied as being contractual.

6. Export approval duty

6.1 On the basis of the German Foreign Trade Act (AWG), the War Weapons Control Act (KWKG) and similar acts, we are to be notified no later than acceptance of the order whether the commodities to be supplied are subject to export approval or other limitations.

6.2 Supplier shall be responsible for all damage and consequences resulting from the failure to comply with the above directive.

6.3 If the commodities are totally or partly subject to an export approval duty, we shall be entitled to withdrawal from the contract free of charge.

7 Notification of defects - liability for defects

7.1 Defects in the commodities shall be notified by us to Supplier in writing without delay as soon as they are established on the basis of the situation of a proper sequence of business. To this extent, Supplier waives the plea of a delayed notification of defects.

7.2 The statutory claims from defects shall accrue to us without curtailment. As subsequent performance, we can, at our choice, demand remedying of the defect or delivery of a defect-free commodity.

7.3 Supplier shall be obliged to indemnify us for all expenditure incurred in connection with the defect. The right to further-reaching damages, in particular to damages in lieu of performance, shall expressly remain reserved.

7.4 We shall be entitled to carry out remedying of the defect ourselves at Supplier's expense in the event of danger in delay or particular urgency.

7.4 In the absence of a deviating written agreement, the period of limitation shall be 36 months starting from passage of risk.

Insofar as claims are made against us by our customers within the framework of a purchase of consumables, our claims to recourse shall be barred by limitation no earlier than 5 years starting from delivery of the commodities.

8. Product liability - third-party liability

8.1 Supplier shall be liable within the framework of the statutory directives for all damage caused to us, our employees or third parties in connection with the performance of the order.

8.2 Insofar as third parties make claims against us from statutory product liability, Supplier shall be obliged to hold us harmless against claims to damages at first request to the extent that the cause can be seen in its area of control and organisation and it would be liable itself in the external relationship.

8.3 Within the framework of its liability pursuant to Section 7.2, Suppliers shall also be obliged to reimburse all and any expenditure resulting from or in connection with a recall action carried out by us. We shall, to the extent possible and reasonable, inform Supplier of recall actions and give it an opportunity of commenting. Our other statutory claims shall remain unaffected.

9. Protective rights - confidentiality

9.1 Supplier shall be liable for the fact that delivery and use of the goods do not impinge protective rights and copyrights of third parties. It shall indemnify us against all and any claims of third parties on account of breach of said rights and shall also hold us harmless otherwise.

9.2 Supplier shall be obliged to treat all business and technical information made accessible to it by us with unlimited confidentiality and only to disclose it to the employees entrusted with performance of the order. The confidentiality duty shall not apply to information which can be proven to have been known or which becomes generally known.

10. Retention of title - provision

10.1 Parts provided by us shall remain our property. Processing or re-shaping shall be done on our behalf.

10.2 If our conditional commodities are processed or inseparably blended with other objects not belonging to us, we shall acquire joint title to the new object in the ratio of the value of our object (purchase price plus VAT) to the value of the other object at the time of the processing or blending. If the blending is done in such a way that Supplier's object is to be regarded as the main object, it shall be deemed agreed that Supplier assigns joint title to us pro rata; Supplier shall keep sole title or joint title on our behalf.

10.3 To the extent that the securing rights accruing to us pursuant to subsections 9.1 and 9.2 exceed the purchase price of all our conditional commodities not yet paid by more than 10%, we shall be obliged to release securing rights of our choice upon request by Supplier.

11 Place of jurisdiction - place of performance

11.1 Place of performance shall be our registered office.

11.2 Insofar as Supplier is a businessman, our registered office shall be the exclusive place of jurisdiction; we shall however be entitled to sue at the court responsible at Supplier's registered office.

11.3 German law shall apply exclusively. Applicability of UN Purchase law has been ruled out.