

General Purchasing Conditions



§ 1 General – Scope of Application

- (1) Our purchasing conditions apply exclusively; we do not recognise the supplier's contrary conditions or conditions deviating from our purchasing conditions unless we have expressly agreed to their application in writing. Our purchasing conditions shall also apply if we accept the delivery from the supplier in spite of knowing of the supplier's contrary conditions or conditions deviating from our purchasing conditions.
- (2) All agreements that have been made between us and the supplier for performance of this contract shall be put in writing in this contract.
- (3) Our purchasing conditions shall only apply towards companies purs. to § 310 para. 1 German Civil Code.
- (4) Our purchasing conditions apply for all future transactions with the supplier as well.

§ 2 Offer – Offer Documents

- (1) The supplier shall accept our order within a period of 2 weeks.
- (2) Any offers requested by us from the supplier shall be submitted by the supplier free of charge. We do not assume any liability for any samples (sample pieces) that may be submitted to us if required.
- (3) We reserve property and copyright in figures, drawings, calculations and other documents; they must not be made accessible to any third parties without our express written agreement. They shall only be used for production based on our order; after completion of the order, they shall be returned to us without prompting. They shall be kept confidential towards third parties; this shall be additionally subject to the provisions of § 9 para. (5).

§ 3 Prices – Payment Conditions

- (1) The price indicated in the order is binding. If there is no deviating written agreement, the price shall include delivery "CPT Stadtallendorf (Incoterms 2010)", including packaging. Return of the packaging shall require special agreement.
- (2) Statutory VAT is included in the price or must be indicated separately.
- (3) We are only able to process invoices if they indicate the order number as specified in our order; the supplier shall be responsible for any consequences resulting from non-compliance with this obligation if he does not prove that he is not at fault for it.

General Purchasing Conditions



- (4) Unless agreed on differently in writing, we shall pay the purchasing price within 30 days from delivery and receipt of the invoice at 2% discount or within 60 days from receipt of the invoice. We reserve the right to pay the supplier's invoices with discount-capable bills; all fees and expenses that arise shall be at our expense.
- (5) We shall be entitled to set-off and retention rights to the statutory extent.

§ 4 Delivery Term

- (1) The delivery term indicated in the order shall be binding.
- (2) The supplier shall inform us in writing without delay when any circumstances arise or become obvious that show that the delivery time indicated cannot be complied with.
- (3) In case of default of delivery, we shall be entitled to statutory claims. In particular, we shall have the right to claim damages instead of performance and rescission after an appropriate period expires without result. If we demand damages, the supplier shall have the right to prove that the violation of obligations is not due to his fault.

§ 5 Passing of Risks – Documents – Delivery

- (1) If nothing deviating has been agreed on in writing, the delivery shall be CPT ... Stadallendorf (Incoterms 2010).
- (2) The supplier shall indicate our precise order number on all shipping documents and delivery receipts and shall include a delivery note with every delivery; if he does not do this, the resulting delays in processing shall not be due to our fault.
- (3) Partial deliveries must be marked as such.
- (4) Delivery periods shall only be:

Mon-Thu.: 07:30 to 15:30 h
Fri.: 07:30 to 12:00 h

§ 6 Examination for Defects – Liability for Defects

- (1) We shall be obliged to inspect the goods for any quality or quantity deviations within an appropriate period; the complaint shall be timely if received by the supplier within 5 working days from receipt of the goods or after discovery in case of concealed defects.
- (2) We shall be entitled to statutory claims from defects without reduction; in any case, we shall have the right to demand removal of the defect or delivery of a new object at our

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discretion. The right to damages, in particular to damages instead of performance, is expressly reserved.

- (3) We shall have the right to remove defects on our own at the expense of the supplier if the supplier enters default.
- (4) The period of expiration shall be 36 months from passing of the risk unless the mandatory provisions of §§ 478, 479 German Civil Code apply.

§ 7 Product Liability – Release – Liability Insurance Protection

- (1) Where the supplier is responsible for product damage, he shall release us from damages claims raised by third parties on the first request where the cause is in his area of responsibility and ordination and he is liable himself in the outside relationship.
- (2) In the scope of his liability for damage cases in the sense of para. (1), the supplier shall also be obligated to reimburse any expenses pursuant to §§ 683, 670 German Civil Code or pursuant to §§ 830, 840, 426 German Civil Code that result from or in connection with any recall performed by us. We shall inform the supplier of the content and scope of the recall measures to be performed – where possible and reasonable – and offer him opportunity to make a statement. Any other statutory claims shall not be affected.
- (3) The supplier commits to taking out product liability insurance with a coverage of €10 M per person damage/property damage – flat rate; if we are due any further damages claims, these shall not be affected.

§ 8 Property Rights

- (1) The supplier warrants that no third party rights within the Federal Republic of Germany will be violated in connection with his delivery.
- (2) If any claims are asserted against us by a third party because of this, the supplier shall indemnify us against such claims at the first written request; we shall not have the right to enter into any agreements with the third party – without the suppliers consent – and in particular to enter into any settlement.
- (3) The supplier's obligation to indemnify refers to all expenses that result for us from, or in connection with claims being raised by a third party.
- (4) The expiration period shall be 3 years, starting at passing of the risk.

§ 9 Retention of Title – Provision – Tools – Confidentiality

- (1) If we order any parts from the supplier, we retain title in them. Processing or conversion by the supplier shall be performed for us. If our goods subject to retention of title are

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processed with other objects that are not our property, we shall acquire joint title in the new object at the ratio of the value of our object (purchasing price plus VAT) to the other processed objects at the time of processing.

- (2) If the object provided by us is mixed inseparably with other objects that do not belong to us, we shall acquire joint property in the new object at the ratio of the value of the object subject to retention of title (purchasing price plus VAT) to the other mixed objects at the time of mixing. If mixing takes place so that the object of the supplier is to be considered the main object, it is deemed agreed that the supplier transfers pro-rated joint property to us; the supplier shall keep the sole property or joint property for us.
- (3) We reserve title in tools; the supplier shall be obliged to use the tools only for production of goods ordered by us. The supplier shall insure the tools that belong to us against damage from fire, water and theft at the reinstatement value at his own expense. At the same time, the supplier already assigns all compensation claims from this insurance to us; we hereby accept the assignment. The supplier shall perform any maintenance and inspection work required for our tools and any service and repair work at his own expense and in time. He shall inform us of any interference at once; if he culpably neglects to do so, damages claims shall not be affected.
- (4) If the collateral rights due to us pursuant to para. (1) and/or para. (2) exceed the purchasing price of all of our goods subject to retention of title that have not been paid for yet by more than 10%, we shall be obliged to release the collateral rights at our discretion on the supplier's demand.
- (5) The supplier shall keep any figures, drawings, calculations and other documents and information received strictly confidential. They must only be disclosed to third parties with our express written consent. The obligation to confidentiality shall continue to apply after the end of this contract; it shall expire where and as far as the production knowledge contained in the figures, drawings, calculations and other documents provided has become generally known.

§ 10 Place of Jurisdiction – Place of Performance

- (1) If the supplier is a merchant, the following shall apply: place of performance: Stadtallendorf; place of jurisdiction: Marburg (Lahn); however, we shall have the right to raise a claim against the supplier before the court at his place of residence as well.
- (2) If the order does not state differently, our business seat shall be the place of performance.

Stadtallendorf, June 2012

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