

# GENERAL TERMS & CONDITIONS OF PURCHASE

## 1 General remarks

Our General Terms of Purchasing apply to our business relationships with entrepreneurs, legal entities of public law and public-law investment funds. These Terms shall apply exclusively, and any contrary general terms and conditions of the supplier deviating from or opposing our Terms of Purchasing will only be accepted by us to the extent that we have explicitly agreed to them in writing. The acceptance of goods and services from the supplier or their payment does not constitute such agreement.

## 2 Contract closings and changes to the contract

Orders, contract closings and delivery call-offs, and changes and additions to them require the written form. Verbal agreements of any kind, including subsequent changes and amendments to our Terms of Purchasing require the written confirmation form for validity. The written form will also be fulfilled by email or fax. Cost estimates are binding and not subject to payment, unless expressly agreed otherwise. If the supplier does not accept the order within two weeks, we will have a right to of revocation.

## 3 Scope of delivery

Deviations from orders, contract closings and supply call-offs are permissible only upon our prior written agreement. If the scope of delivery includes software, we shall be permitted within legal limits to make a back-up copy even without explicit approval. We have the right to refuse the acceptance of goods not ordered or not ordered at the agreed date, and to return them at the cost and risk of the supplier or store them at third parties. Partial deliveries are generally impermissible, unless we have expressly agreed to them or they are reasonably acceptable to us.

## 4 Delivery date, delivery periods

Agreed dates and deadlines are binding. Decisive for the adherence to the delivery date or the delivery period is the receipt of the goods by us or the address for dispatch indicated by us. Deliveries shall generally be made "free domicile." The supplier is obligated to inform us without delay in writing if it cannot adhere to the agreed delivery date or if it cannot deliver the good in the agreed quality. In event of a delay in delivery, we have the right to demand a flat amount of 0.1% of the net value per working day as compensation for the loss due to the delay, whereas in total no more than 10% of the net delivery value. Further legal claims (withdrawal and damage compensation claims in lieu of performance) remain reserved for us. The unconditional acceptance of the belated delivery or service shall not include any waiver of the compensation claims within our right due to the belated delivery or service; this shall apply up until the complete payment of the fee owed by us for the relevant delivery or service.

## 5 Shipment, packaging

The goods shall be shipped at the cost and risk of the supplier. This shall also apply (unless agreed otherwise) if we return goods to the supplier for reason of a withdrawal from the contract or due to defects. Whichever transport options are favourable to us shall be chosen, unless we have specifically determined particular transport options. The goods shall be packaged in such a way that transport damages are avoided. The return of the packaging requires a separate agreement.

## 6 Environmental protection, safety and quality

The delivered goods must comply with the current state of technology, among other, with the EU directives applicable in Europe, European standards and, in addition, the applicable national standards and technical specifications, as well as the respectively valid legal and regulatory requirements. The supplier assures in particular that the products delivered to us do not contain hazardous substances according to the German Chemicals Prohibition Ordinance, the Battery Ordinance, Packaging Ordinance and Regulation (EC) 2037/2000. The supplier assures that the products or substances delivered to us are free from any radioactive contamination. The supplier further warrants that it observes the provisions of the Law on Electrical and Electronic Components.

## 7 Force majeure

Force majeure, labour disputes, disruption of operations at no fault, measures by authorities, and other unpreventable events, which make an acceptance or use of the ordered goods impossible or complicate it significantly in economic terms, will give us the right to adjust the contract appropriately in good faith, even including the refusal of the acceptance duty.

## 8 Pricing, transfer of risk

Unless a separate agreement has been made, the prices are understood "free to the place of delivery" or to the place of dispatch that we determine, including customs duties, packaging and transport insurance paid, and including the statutory value added tax.

The supplier shall generally bear the risk up to receipt or acceptance of the goods by or our representative at the place to which the goods are to be delivered according to the order or where the service is to be performed. (Place of fulfilment)

## 9 Invoices, terms of payment

Invoices shall be sent to us in single copies, fulfilling the requirement of form pursuant to Sec. 14 German Value Added Tax Act (UStG) and indicating the order and article number, directly upon shipment of the goods. Unless a separate agreement has been made, the invoice will be settled upon receipt either within 14 days with a discount of 3% or within 30 days net without discount. The payment period shall begin as soon as the delivery was made or the service completed and the correctly issued invoice was received by us. The deduction of a discount shall also be permissible if we offset or withhold an appropriate amount of payments due to defects. Our payment shall be made subject to invoice controlling. The payments do not constitute an acceptance of the delivery or service as being in accordance with the contract.

## 10 Warranty claims

The acceptance will be made subject to an inspection for defects, in particular also for correctness and completeness. Defects shall be notified by us directly upon their discovery. To this end, the supplier shall waive the defence of belated notice of defects. The legal regulations on material defects and defects of title shall apply, unless agreed otherwise. We generally have the right to choose the kind of subsequent fulfilment. The supply can refuse the kind of subsequent fulfilment chosen by us if it is feasible only at disproportionate costs. Should the supplier not begin with the reworking immediately upon our request, we shall have the right in urgent cases, especially so as to avert acute risks or avoid greater damages, to implement these corrections ourselves at the supplier's cost. In the case of legal defects, the supplier shall indemnify us from any claims of third parties potentially existing, unless it is not responsible for the legal defect. Warranty claims shall expire after two years, except in cases of fraudulent intent. The period shall begin on the delivery or acceptance of the goods. The period of delivery or acceptance shall begin anew for replacement deliveries. If we incur costs, in consequence of the defective delivery of the goods, in particular transport, travel, work, material costs or costs for an incoming goods inspection beyond the normal extent, the supplier shall bear these costs.

## 11 Assignment

The supplier may assign rights and duties under the respective supply agreement to third parties only with our written agreement.

## 12 Supplier's liability

In the event that we are claimed against by a third party for product liability, the supplier shall be obligated to indemnify us, if and insofar as the damage has been caused by a defect on the goods delivered by the supplier. In these cases, the supplier shall assume all costs and expenses, including the costs of potential legal recourse, which arise from or in connection with a recall campaign carried out by us or our customer, which is fully or partly the consequence of a product defect of the goods

delivered by the supplier. We shall inform the supplier of the subject and scope of the recall campaign to the possible and reasonable extent, and give it an opportunity to provide statements. The supplier undertakes to maintain product liability insurance with appropriate scope and cover and to prove this to us on request. For the rest, the legal regulations apply.

## 13 Provisions

Materials or parts (provisions) made available by us shall be treated and processed as part of supplier orders and remain our property during this phase. The supplier shall be liable for their loss or damage.

## 14 Information and confidentiality

The supplier shall keep all business or technical information made accessible by us secret from unauthorised third parties for as long and insofar as it is verifiably not public knowledge. Without our prior written agreement, such information must not be reproduced or used commercially. All information originating from us and any items provided by us on loan shall be returned immediately and completely to us or be destroyed. We reserve all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility patents, etc.) Insofar as such information has been made available to us by third parties, this rights reservation shall also apply in favour of these third parties. Any tools, moulds, samples, profiles, drawings, test regulations, standards sheets, print templates, etc., likewise as items manufactured on their basis, must not be transferred to third parties nor be used for purposes other than the contractual purposes.

## 15 Place of jurisdiction, applicable law

The place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationships underlying these Terms of Purchasing is Düren. In addition, we have the right to sue the supplier at our choice in the court at the place of its registered office or the place of fulfilment. Exclusively the applicable law of the Federal Republic of Germany governs all legal relations between us and the supplier, whereas not the Hague Conventions Relating to a Uniform Law on the International Sale of Goods or the UN Convention on Contracts for the International Sale of Goods (CISG). This also applies to cross-border transactions.

## 16 General provisions

If individual provisions of these Terms of Purchasing and of the additionally concluded agreements should be or become invalid, this shall not affect the validity of the provisions in the remaining part. The contractual partners are obligated to replace the invalid provision by a provision, which comes closest to its economic meaning, in consideration of the interests of both Parties.

## Alternative dispute resolution according to Art. 14 Regulation (EU) on Online Dispute Resolution and Sec. 36 VSBG

[German Law on Alternative Dispute Resolution with Consumers]:

The European Commission provides a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr>. We are neither obligated nor willing to participate in a dispute resolution procedure before a consumer mediation office.

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