

## General Terms of Purchase

As of January 31, 2020

### 1. General

Our orders are subject to the following conditions. Conditions contained in offers, order confirmations and other declarations of the contractor, even if we do not contradict them, only apply if we have expressly acknowledged them in writing. Our terms and conditions also apply to future transactions, even if not expressly referred to, provided that they have been received by the contractor for an order confirmed by us. If special or additional conditions are agreed in individual cases, these "General Conditions of Purchase" are subordinated and supplementary.

### 2. Orders and order confirmations

Only orders placed in writing are binding for us. The written form is also preserved in the case of transmission by electronic data processing to the competent authority of the contractor. Verbal or telephone agreements require our written confirmation. This also applies to subsequent changes and additions. In the case of obvious errors, typographical errors and miscalculations in the documents submitted by us, there is no liability for us. The contractor is obliged to inform us about such errors, so that our order can be corrected and renewed. Deviations in quantity and quality compared to the text and content of our order as well as to samples submitted and subsequent changes to the contract shall not be deemed agreed until we have expressly confirmed them in writing. The contractor is obliged to treat our orders and all related commercial and technical details as a trade secret.

### 3. Prices / Packaging

The prices are basically fixed prices and are for the complete delivery / service (hereinafter referred to as "delivery") free place of receipt, including packaging, plus applicable VAT. Each invoice must show separately the legally owed sales tax. Insofar as the contractor is obliged under the Packaging Ordinance to take back the packaging used for transport, it will be sent to him unfree if he does not have them collected or collected at his expense. The goods must be packed in such a way that transport damage is avoided.alid one. In case of any doubts the German version is valid.

### 4. Risk and shipping

Shipment is at the risk of the contractor. The risk of accidental loss or accidental deterioration does not pass to us until the delivery has been received. The most economical means of transport for us are to be chosen, unless we have expressly stated certain transport regulations. All transports intended for us shall be insured by the contractor at his expense until complete delivery to us against all possible risks. When delivering the goods, delivery notes must always be enclosed with details of the order and order item number. If delivered to third parties at our request, duplicate copies of the shipping notice or the delivery note must be sent to us. It should always be stated: In correspondence: All data, such as. Department, order and order item number, subject etc. In shipping notifications: shipping type, shipping date, gross / net weight, external dimensions and exactly specified contents per package.

Failure to comply with our shipping instructions will result in all costs incurred such as extra freight, wagon fees, conversion fees and the like being borne by the contractor. Insofar as it has been agreed that the freight shall be at our expense, the contractor is responsible for the sufficient and correct summary of the contents in the consignment notes. Insofar as incomplete or incorrect information results in costs or additional freight, these shall be borne by the contractor.

### 5. Delivery time and withdrawal from the contract

The agreed delivery times must be strictly adhered to. If it is to be expected that force majeure, changes made by us or other measures may lead to delivery delays, this must be reported to us in writing without delay. If a timely notice is given, the contractor is not entitled to an extension of the delivery time. If the contractor defaults on delivery, he shall

bear the damage caused by the delay. After fruitless expiry of a reasonable period, we are entitled to withdraw from the contract or to claim damages for non-performance. The right of withdrawal applies to the entire order, even if a partial delivery of the contractor has already been made. However, we are also entitled to withdraw only from the part of the delivery that has not yet been delivered.

#### 6. Accounting and Payment

The invoice - including freight invoice - must be submitted to us in triplicate immediately after delivery separately. The bill must u. a. be sure to refer to our order and order number. If the deadline for deduction of the discount can not be adhered to by failing to comply with this provision, it will automatically be extended and will commence on the day on which we have received all required information. Unless otherwise agreed, our payment is made within 14 days of receipt of goods and invoice with 3% discount or within 60 days net. The 14-day deadline is met if the payment order is placed by the last day of the deadline. If, after the acceptance of the payment, it has been established that the remuneration for the Contractor has been determined by derogation from the contract or due to incorrect attributable costs, the invoice shall be corrected. Both we and the contractor are obliged to pay or reimburse the resulting surpluses. The appeal to a possible omission of the enrichment (§ 818 Abs. 3 BGB) is omitted. In the case of over / underpayment, the excess / shortfall amounts to be reimbursed will be 5%. H. p. a. interest.

#### 7. Relevant regulations and liability insurance

The contractor is obliged to provide the delivery ordered by us according to the generally recognized rules of technology and to observe the VDI, VDE and DIN standards valid at the time of delivery and the other relevant statutory provisions as well as the accident prevention regulations. In the case of export orders, the relevant regulations of the country of destination must be complied with and proforma commercial invoices, certificates of origin or other export documents required under the relevant import regulations must be submitted before shipment. In the case of dangerous goods, the contractor must attach a leaflet about proper use to each and every part of the goods and inform them of the special dangers.

#### 8. Notification of defects and acceptance

For the complaint of defects, wrong delivery or quantity errors according to § 377 HGB a period of 6 weeks applies as agreed. If an acceptance is carried out, it will be carried out jointly, as far as agreed. The notice period for hidden defects is 6 weeks from discovery of the defect.

#### 9. Guarantee and liability

For defects in the delivery, the contractor shall assume a guarantee for a period of 2 years after acceptance in such a way that it immediately replaces or repairs any parts that become unusable or defective during this period as a result of faulty or unsuitable material or defective execution , where all additional costs such as Removal, installation and transport costs to be borne by the contractor. The o. A. Warranty period also applies to hidden defects. For repaired or replaced parts, the warranty period begins again. In urgent cases or if the contractor fails to meet its guarantee obligations despite notification and setting a reasonable deadline, we have the right to eliminate or eliminate defects or damages through procurement of spare parts or in any other suitable form at the expense of the contractor. In such case the guarantee obligation remains with the contractor. The warranty period is interrupted by a written notice of defects. As long as no agreement on defects is reached, the limitation of our claims is inhibited. The contractor is responsible for ensuring that the delivery items have the warranted characteristics. In addition to the stipulations in DIN standards, the assured characteristics are those which can be found in form-specific specifications or those which correspond to the generally accepted state of the art. The contractor is responsible for all claims arising from the liability under the Product Liability Act, which relate to his share of delivery, and indemnify us in this respect

from claims for damages by third parties. A recourse of the contractor with us is only permissible in this regard, if we, our executives or vicarious agents caused the damage caused intentionally or grossly negligently. The liability of the contractor extends to direct and indirect damages. In particular, the indirect damage includes costs for the treatment and processing, if the defect of the delivery item has only become recognizable to us after the beginning of the working or processing. The contractor is also liable for the fact that patents or other proprietary rights of third parties are not infringed by our delivery and the use of the delivered goods by us. Furthermore, the contractor is obliged to inform us about the material properties of the delivery items, as far as they can pose a threat to the environment. If such information is not provided, the contractor expressly assures that it is possible to dispose of the delivery items without any special expenses. The contractor is liable for the fact that no risks to the environment result from the delivery items in the event of proper storage, handling or processing, and releases us from any claims for damages by third parties. In addition to the warranty claims, we are entitled to the statutory warranty claims.

#### **10. Assignment and offsetting**

The contractor is prohibited from assigning claims against us under existing legal relationships. The contractor can offset only with undisputed or legally established claims. We reserve the right to assign our claims arising from the existing legal relationships to third parties at any time and to set off all claims against us against any counterclaims of the contractor.

#### **11. Completeness clause**

In the case of delivery of equipment and system components, the contractor must deliver all the parts necessary for proper and safe operation of the system or the system component, even if they are not specifically listed in detail in the order.

#### **12. Drawings, models etc.**

The tools, drawings, models and other parts or documents made available to the contractor remain our property and may not be used or made available to third parties without our written approval. They are to be returned to us at our request. The aforementioned items are to be insured against loss, damage and loss for us from the time the risk passes to the contractor until they are returned to us free of charge. All damage resulting from the occurrence of these events shall be borne by the contractor. According to our information, drawings, models, etc. manufactured parts may only be delivered to us. This applies even if production facilities were procured at the contractor's expense or if the acceptance of defective parts was refused or if further orders are no longer issued. In case of infringement, the contractor is liable for all damages. The drawings made by the contractor must be presented to us before the start of production.

#### **13. Place**

The place of delivery is the place where the factory for which the delivery is destined is the place of performance, for payments Krefeld.

#### **14. Jurisdiction and applicable law**

For all disputes arising directly or indirectly from the contractual relationships, if the contractor is a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, the place of jurisdiction for both parties is the district court of Krefeld. We are also entitled to choose the general place of jurisdiction of the contractor. All legal relationships between the parties shall be governed by the law of the Federal Republic of Germany under exclusion of foreign law.

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#### 15. Severability

Should individual clauses of these conditions be or become ineffective, the validity of the remaining conditions will not be affected. The invalid provision shall be replaced by a permissible provision which comes closest to the economic purpose of the ineffective condition.