

General Conditions of Purchase

I. General information / scope of application

(1) Our orders are placed exclusively based on our Conditions of Purchase. Upon conclusion of the contract, our Conditions of Purchase were explicitly pointed out to you and by acknowledging the order you recognize them as legally binding. We do not recognize any of the supplier's conditions that are contrary to or vary from our Conditions of Purchase, unless we expressly agreed to their validity in writing. Our Conditions of Purchase shall also apply if we accept delivery from the supplier without reservation, having full knowledge that the terms of the supplier are contrary to or vary from our Conditions of Purchase.

(2) All agreements that are made between us and the supplier for the purpose of executing this contract shall be documented in writing in this contract.

(3) Our Conditions of Purchase shall apply only to companies and legal entities under public law as defined by § 310 Section 1 German Civil Code (BGB).

II. Orders / Documents

(1) The supplier shall be obligated to accept our order within a period of 2 weeks. If the supplier does not accept the order within 2 weeks after receipt, we shall no longer be bound by the order.

(2) We reserve proprietary rights and copyrights to figures, drawings, calculations and other documents; they must not be made accessible to third parties without our express written consent. They must be used exclusively for the production of our order and kept in strict confidence. The duty of non-disclosure shall also remain in effect after execution of this contract; it shall be void if and when the production know-how contained in the provided figures, drawings, calculations and other documents has become public knowledge. After execution of the order, they must be returned to us unsolicited.

III. Pricing / Payment Terms

(1) The price shown in the order shall be binding. In the absence of other written provisions, the price shall include delivery "free domicile", including packaging, customs etc. The return of the packaging is subject to a separate agreement.

(2) The statutory value-added tax is included in the price.

(3) We can only process invoices if they – in keeping with the specifications outlined in our order – list the order number provided; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not liable for them.

(4) Unless agreed otherwise in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with a 3% discount, or net within 30 days upon receipt of the invoice.

(5) We shall be entitled to set-off rights and rights of retention as permitted under law.

(6) The assignment of claims against us under this contract shall be effective only with our consent.

IV. Delivery Period

(1) The delivery period stated in the order shall be binding.

(2) The supplier shall be obligated to notify us promptly in writing if circumstances occur or become apparent which indicate that the stipulated delivery period cannot be adhered to.

(3) In the event of delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand compensation instead of performance and rescission after a reasonable deadline has expired. If we demand compensation, the supplier shall have the right to prove that he is not liable for the breach of duty.

V. Transfer of Risk / Documents

(1) Delivery shall be made "free domicile" unless agreed otherwise in writing.

(2) The supplier shall be obligated to exactly list our order number on all shipping documents and delivery notes; failure to do so shall not result in liability on our part from delays in processing.

VI. Examination of Defects / Liability for Defects

(1) We shall be obligated to examine the goods for potential quality and quantity variances within a reasonable time; a complaint shall be considered timely if it is received by the supplier within a period of 5 working days, calculated from the time of receipt of goods or, in the event of hidden defects, upon discovery.

(2) The warranty claims provided by law shall be available to us without restrictions; in any case, we shall be entitled to demand from the supplier that he remedy the defect or provide a substitute delivery, at our choice. We expressly reserve the right to compensation for damages, particularly the right to compensation for damages instead of performance.

(3) We shall be entitled to directly perform the elimination of defects at the expense of the supplier if there is any imminent danger or a particular urgency.

(4) The statute of limitations shall be 36 months, calculated from the time of transfer of risk.

VII. Product Liability / Indemnification

(1) To the extent that the supplier is responsible for product damage, he shall be obligated to indemnify us in this respect from the claims for compensation of third parties on first demand, insofar as the cause lies within his area of control or in his organization and he is personally liable toward third parties.

(2) Within the scope of his liability for damage events as defined by Section 1, the supplier shall also be obligated to reimburse any potential expenses according to §§ 683, 670 BGB or according to §§ 830, 840, 426 BGB, which arise from or in connection with a recall campaign conducted by us. We shall inform the supplier about the content and scope of the recall measures to be conducted – to the extent possible and reasonable – and give him opportunity to provide a statement. Other claims under law shall remain unaffected.

VIII. Industrial Property Rights

(1) The supplier shall be responsible for ensuring that in connection with his delivery no rights of third parties within the Federal Republic of Germany are violated.

(2) If a claim is made on us by a third party, the supplier shall be obligated to release us from these claims following a first such request in writing; we shall not be entitled to enter into any agreements whatsoever with the third party – without the consent of the supplier – , in particular not to reach any settlement.

(3) The release obligation of the supplier relates to all expenses arising for us from or in connection with the claim of a third party.

(4) The statute of limitations shall be ten years, calculated from the conclusion of the contract.

IX. Retention of Title / Provision

(1) We shall retain ownership on the parts we provide to the supplier. The processing or conversion shall be done by the supplier for us. If these goods subject to retention of title are processed with other objects that do not belong to us, we shall obtain co-ownership of the new goods in proportion of the value of the goods subject to retention of title (purchase price plus VAT) to the other processed objects at the time of processing.

(2) If the goods provided by us are combined inseparably with other objects that do not belong to us, we shall obtain co-ownership of the new goods in proportion of the value of the goods subject to retention of title (purchase price plus VAT) to the other combined objects at the time of combining. If the combination is carried out such that the item of the supplier can be considered the primary item, it shall be considered agreed that the supplier shall assign co-ownership to us on a prorated basis; the supplier shall maintain sole ownership or co-ownership for us.

(3) To the extent that the security interests we are entitled to according to Section 1 and/or Section 2 exceed the purchase price of all unpaid goods subject to retention of title by more than 10%, we shall be obligated, upon request of the supplier, to release the security interests, according to our choice.

X. Applicable Law / Legal Venue / Place of Performance

(1) The law of the Federal Republic of Germany shall apply without exclusion; the application of the United Nations Convention on the International Sale of Goods shall be excluded.

(2) Provided that the supplier is a merchant or a legal entity under public law, our domicile shall be the legal venue; however we shall be entitled to also file suit against the supplier at his domicile.

(3) If no other arrangements are made under the order, the place of performance shall be our domicile.