

§ 1 Scope of application

1. The following Terms and Conditions of Purchase shall apply to all business transactions with our suppliers or other contractors (hereinafter jointly referred to as "Supplier"), even if they are not mentioned in subsequent transactions or contracts. They apply exclusively to entrepreneurs („Unternehmer“) within the meaning of § 14 of the German Civil Code (BGB) (natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are acting in the exercise of their commercial or independent professional activity) as well as legal persons under public law or special funds under public law.

2. The inclusion of general terms and conditions of sale or other general terms and conditions of the supplier is hereby expressly rejected. This also applies if the supplier refers to its own terms and conditions of business, even if these contain defence and/or exclusivity clauses and we do not expressly object to these, irrespective of the chronological order in which the competing terms and conditions are referred to by the contracting parties, unless these have been agreed to in writing. Acceptance of the goods or services does not imply the validity of other terms and conditions.

3. Our terms and conditions of purchase shall apply to all future transactions with the supplier, even without express reference, unless we agree to a different validity in writing.

§ 2 Conclusion of contract, right of cancellation

1. Our order shall not be deemed to have been placed until it has been drawn up in writing and signed by us. Orders which we have placed verbally or by telephone shall only be binding if we have confirmed them by subsequently sending a written order. Verbal or telephone collateral agreements, amendments or supplements to the contract with the supplier are invalid unless we have expressly confirmed them in writing.

2. We shall only be bound by our contractual offers for deliveries to us for a period of two weeks. By accepting the order, the supplier recognises that he has informed himself about the type of execution and scope of the ordered service by inspecting the available documents. We shall not be bound by obvious errors, typographical errors or miscalculations in the documents submitted by us. The supplier is obliged to inform us of such errors so that our order can be corrected. This also applies to missing documents. Order acceptances must be confirmed to us in writing within two weeks of the order, otherwise we are entitled to cancel the order free of charge.

3. Deviations in quantity or quality from the text and content of our order as well as subsequent amendments to the contract shall only be deemed to have been agreed if they have been agreed in writing or if we have confirmed them in writing.

4. The order number and supplier number stated in our orders must be quoted on invoicing and in all correspondence.

5. We shall be entitled to terminate the contract without notice if insolvency proceedings are instituted against the supplier's assets.

§ 3 Delivery date

1. The agreed delivery dates are binding. The delivery periods run from the date of the order. The goods must be received at the receiving centre specified by us within the delivery period. We must be informed immediately of any anticipated delays in delivery, stating the reasons.

2. In the case of agreed delivery dates, the supplier shall not be authorised to perform prematurely if justified operational concerns (e.g. lack of storage capacity) prevent this. In this case, a refusal of acceptance on our part shall not constitute a delay in acceptance. Early delivery shall not lead to the due date of the purchase price being brought forward.

3. If call-off deliveries have been agreed, call-offs shall become binding if the supplier does not immediately object.

4. If the supplier is in default, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand a contractual penalty of 0.8% of the net order value per completed week, or 0.13% per working day in the case of weeks or part thereof, up to a maximum of 5% of the net order value and/or delivery, and/or to withdraw from the contract after a reasonable period has expired without result. Any contractual penalty paid shall be offset against any claim for damages. § 343 of the German Civil Code (BGB) remains reserved. The acceptance of delayed deliveries or services does not imply a waiver of any claims for compensation.

§ 4 Force majeure, operational disruptions

1. Force majeure, i.e. the occurrence of unforeseen obstacles which we are not able to influence, in particular, but not limited to industrial disputes, strikes, lockouts, orders from authorities or governments, natural disasters such as floods, storm surges, hurricanes and typhoons and other severe weather on the scale of a disaster, earthquakes, lightning, avalanches and landslides, fire, pests, pandemics, epidemics and infectious diseases (insofar as such has been declared by the WHO or a ministry or a risk level of at least "moderate" has been determined by the Robert Koch Institute), war or warlike conditions, riots, revolution, military or civilian coups, uprisings, blockades, shall release us from our purchase obligations for the duration of these events. No consequences of default shall arise for the duration of the aforementioned obstacles, even if we are already in default when these circumstances occur. We shall inform the contractual partner immediately, but at the latest within fourteen days after we ourselves become aware of the occurrence of these circumstances, of the occurrence and the probable duration of the events. Statutory rights of the contractual partner to withdraw from the contract in the event of a delay for which we are responsible shall remain unaffected.

2. The provisions of the above paragraph shall also apply to other operational disruptions that significantly impair the operational process in our company and are not caused by us,

§ 5 Processing, dispatch, packaging, transfer of risk, acceptance, transfer of ownership

1. The supplier may only subcontract with our express prior consent, unless it is merely a matter of supplying marketable parts.

2. Our delivery call-offs are binding with regard to the type and quantity of the goods called off and the delivery time.

3. Partial deliveries and partial services require our express, written and prior consent.

4. A delivery note must be enclosed with each consignment of goods. Our order data must be repeated on all shipping documents. Costs incurred due to non-compliance with our shipping instructions shall be borne by the supplier.

5. Delivery shall be made at the supplier's risk and expense, in the case of cross-border deliveries according to Incoterm (2020) DDP, to the destination specified by us. If it has been agreed in writing that we are to bear the costs of delivery in exceptional cases, the supplier must, if possible, choose a mode of transport and delivery that is favourable to us.

6. If the contractual performance of the supplier includes the manufacture, installation or assembly of a work, the risk of accidental loss and accidental deterioration shall pass upon completion of acceptance, in the case of delivery of goods or installation or assembly upon receipt at the destination specified by us.

7. Commissioning or utilisation shall not replace the declaration of acceptance.
8. Packaging is included in the price. If, by way of exception different conditions have been agreed in writing, the packaging shall be charged at cost price. Any necessary or legally required return of packaging shall be at the expense and risk of the Supplier. The place of performance for the return of packaging is the place of delivery of the goods.
9. In the case of software products, notwithstanding other provisions in these General Terms and Conditions of Purchase, the supplier's obligation to perform shall only be fulfilled when the complete (system and user) documentation has also been handed over. In the case of software created especially for us, the source code must also be delivered.

§ 6 Transfer of ownership

Ownership of the delivered goods shall pass to us in accordance with the statutory provisions, but at the latest upon full payment. Any prolonged or extended retention of title and ownership is excluded.

§ 7 Proof of origin, proof of VAT, import and export restrictions

1. The supplier shall without delay provide any proof of origin requested by us with all necessary details and duly signed. The supplier shall inform us in writing without delay and without being requested to do so if the information in the proofs of origin for the delivered goods is no longer correct.
2. The same shall apply to proofs under VAT law, in particular the VAT identification number, for deliveries from abroad, including deliveries from an EU Member State other than Germany.
3. The supplier shall inform us immediately in writing if a delivery is wholly or partly subject to export restrictions under German or other law.
4. The Supplier shall in any case comply with the foreign trade regulations (in particular the export control and customs regulations) in force and applicable at the Contractor's registered office or in any country from or through which the goods are delivered and - if applicable - the corresponding regulations of the United States of America. In all sales documents attached to the deliveries (delivery note, invoice, etc.), the Contractor shall label goods and services that require an export licence or are subject to the (re-)export regulations of the United States of America with the appropriate classification (in particular export list item, number of the European Dual-Use List or US Export Control Classification Number) and, if applicable, other prescribed information and indicate the country of origin. The supplier is obliged to provide all prescribed declarations and information, to authorise inspections by customs authorities and to obtain the necessary official confirmations at its own expense and risk.

§ 7a Prices, terms of payment

1. Unless otherwise agreed in writing, the prices for deliveries and services are net prices plus statutory VAT and including packaging, freight, postage and insurance. Agreed prices are fixed prices unless the supplier reduces his prices. Any other handling shall require our prior written consent.
2. If, in the case of long-term contracts (contracts with a term of more than 12 months and open-ended contracts), a significant change in labour, material or energy costs occurs, each contracting party shall be entitled to demand negotiations on an appropriate adjustment of the price, taking these factors into account. If the negotiations do not lead to an amicable adjustment of the contract, both parties are entitled to terminate the contract.
3. Payments shall only be made after complete receipt of defect-free goods and the invoice. This shall apply accordingly to partial deliveries agreed in writing.

4. Unless otherwise agreed in writing, payment shall be made up to fourteen days less three per cent discount or up to thirty days net. Delays caused by incorrect or incomplete invoices shall not affect any discount periods. Insofar as we are entitled to deduct a discount for payments to the supplier, if the arrival of the delivery and the receipt of the invoice coincide, the last event in each case shall be decisive for the calculation of the discount period.
5. Payments to the supplier do not imply any authorisation with regard to the contractual conformity of the delivered goods.
6. Claims of the supplier against us may only be assigned to third parties with our written consent. We shall be entitled to rights of set-off and retention to the extent permitted by law.
7. Insofar as we have accepted the insurance cover, the supplier's insurance costs may not form part of the purchase price.
8. If it becomes apparent after conclusion of the contract that our delivery claim is jeopardised by the supplier's inability to pay, we may refuse payment and set the supplier a reasonable deadline within which he must deliver concurrently with payment or provide security. If the supplier refuses to do so or if the deadline expires without result, we shall be entitled to withdraw from the contract and demand compensation.
9. The seller shall not be entitled to a unilateral right to determine prices, even in accordance with §§ 315, 316 BGB. In the cases of §§ 315, 316 BGB, the price that was generally charged for such goods sold under comparable circumstances in the relevant line of business when the contract was concluded, shall be deemed to have been agreed.

§ 8 Activities in our company

Persons who work within our company in fulfillment of the supplier's obligations are subject to the provisions of our company regulations and our instructions with regard to accident prevention, occupational safety, environmental and other regulations applicable to us. Hazardous substances may only be used within our company after consultation with our specialist staff and must be properly labeled.

§ 9 Warranty, liability for defects

1. We are entitled to the statutory warranty rights in full. In the case of defects that are not initially apparent, it is sufficient if they are reported within two weeks of discovery.
2. If faulty goods are delivered, the supplier will be given the opportunity to remedy the defect or provide a replacement delivery at our discretion. If the supplier cannot do this or does not comply after being requested to do so and setting a deadline, we are entitled to return the goods at the supplier's risk and expense and to obtain supplies elsewhere. The statutory provisions on the dispensability of setting a deadline and all statutory rights due to defects, including recourse claims, the right to reimbursement of removal and installation costs, etc. remain unaffected.
3. In case of contract work (Lohnaufträge), the contractor must exercise the greatest care and follow our instructions exactly. In the event of any ambiguities or doubts, we must be consulted. By accepting a contract work, the contractor confirms that, due to his mechanical equipment, he is able to meet the requirements we have set.
4. If the delivery is a commercial transaction for both parties, Section 377 of the German Commercial Code (HGB) applies with the following special regulations:
 - The goods are only deemed to have been delivered when we have had the first opportunity to inspect them in the normal course of business. In case of doubt, this is the time at which the goods arrive on our premises during normal business hours. Handing them over to the carrier is not sufficient. The complaint is made in good time if it is received by the supplier within a period of five working days, calculated from receipt of the goods or the first opportunity to inspect them, or in the case of hidden defects, from discovery. The supplier waives the objection of late notification of defects in this respect.

- The approval effect does not occur if the supplier was not aware of the quality deviations due to his own or attributable negligence, but had to assume that we would not accept the deviations in case of proper conduct.
- Defects that cannot be identified by a mere visual and identity check are considered hidden defects.

5. If, contrary to § 13, the UN Convention on Contracts for the International Sale of Goods (CISG) or any law other than German law should apply to a contract, the rules provided therein for the inspection and complaint of defective goods only apply in compliance with the above special regulations, unless the provisions of the applicable law provide for regulations that are more favorable to us. This also applies if the reference in Article 12 para 2 of the Rome I Regulation (Regulation on the Law Applicable to Contractual Obligations) is to be observed. In the scope of application of the UN Convention on Contracts for the International Sale of Goods, Article 44 of the UN Convention on Contracts for the International Sale of Goods also applies in particular in addition to the special regulations mentioned.

6. The supplier guarantees that all deliveries are free of third-party rights and, in particular, that the delivery and use of the goods do not infringe any patents or other industrial property rights in Germany, in the country of the agreed delivery location, in the European Union, Switzerland, Turkey, the USA, the People's Republic of China and - as far as the supplier has been informed - in the intended countries of use.

7. To the extent that the supplier is directly liable to the third party by law, the supplier shall indemnify us against third-party claims arising from any infringement of property rights and shall bear all necessary costs arising in this connection.

8. We are entitled to the full right to compensation, in particular to compensation instead of performance.

9. Our warranty and compensation rights expire three years from the transfer of risk.

10. If the supplier delivers new items or delivers individual parts of an item as part of the liability for defects, the limitation period for the new item or the entire repaired item begins to run anew from the time the new item or individual part is handed over, provided that the same defect continues in the repaired item. The limitation period does not start anew if the defect is insignificant or if the supplier has expressly indicated before the subsequent delivery that it is not obliged to make the subsequent delivery and has only delivered the replacement as a gesture of goodwill or to settle a dispute amicably.

11. Unless a different liability provision is made elsewhere in these terms and conditions, the supplier is obliged to compensate us for any damage that we incur directly or indirectly as a result of a culpable tort or breach of duty by the supplier.

12. If the supplier is liable for damage to or by a product, he is obliged to indemnify us against third-party claims for damages on first request, provided that the cause lies within his sphere of control and organization and he is himself liable in external relations. In addition to paying damages to third parties, the supplier's obligation to pay compensation also includes, to the extent that the amount is customary or appropriate and necessary in the matter, legal defense costs, recall costs, testing costs, installation and removal costs as well as our administrative and other expenses for the settlement of the claim. In this context, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 of the German Civil Code (BGB) and §§ 830, 840, 426 of the German Civil Code (BGB) that arise from or in connection with a recall campaign or preventive customer service measure. We will inform the supplier - as far as possible and reasonable - about the content and scope of the recall measures or preventive customer service measures carried out and give him the opportunity to comment.

13. Unless otherwise agreed, the supplier undertakes to maintain product liability insurance with a coverage amount of 10 million euros per personal injury/property damage - flat rate - and recall cost insurance with a coverage amount of 5 million euros per claim. Our right to assert further claims for damages remains unaffected.

§ 10 Production resources

1. Production resources (samples, models, tools, molds, templates, raw materials, etc.) and documents (samples, drawings, data, etc.) that we make available to the supplier remain our property and must be returned to us without request after completion of the order. Processing or transformation by the supplier is carried out on our behalf.

2. Drawings may not be reproduced. The supplier undertakes not to make the production resources provided by us accessible to third parties. The obligation of confidentiality also applies after the completion of this contract. It expires if and to the extent that the production knowledge contained in the images, drawings, calculations and other documents provided has become generally known.

3. The supplier is obliged to mark the production equipment and documents with a reference to our ownership and to insure them at their new value against fire, water and theft at supplier's own expense. At our request, the supplier will provide evidence of the existence of appropriate insurance.

4. The supplier will inform us immediately of any damage to the production equipment.

5. The supplier will carry out maintenance and repair work on the production equipment at its own expense. We will bear the costs of replacing the production equipment due to wear and tear.

6. The processing, conversion or installation of production equipment that we have provided to the supplier is carried out on our behalf. If this leads to an inseparable mixing with the items of the supplier or a third party, we become co-owners of the newly created item in proportion to the value of our item to the other processed items at the time of processing. If processing, conversion or installation is carried out in such a way that our goods are to be regarded as an essential component of the supplier's main item, we acquire co-ownership of the main item in proportion to the value of our goods compared to the other processed items at the time of processing. In both cases, the supplier will hold the co-ownership on our behalf.

§ 11 Producer liability, property rights, confidentiality

1. For damages that are attributable to the fault of the supplier, the supplier shall indemnify us from the resulting liability insofar as we were not also partly responsible for the damage.

2. The supplier is liable within the scope of § 9, para 6 for ensuring that the supplied goods and their use by us do not infringe any patents or property rights of third parties. The supplier is free to prove to us that he is not at fault for infringing the rights of third parties. In this case, he is not liable. The supplier is also not liable to us if the supplier has manufactured the delivered goods according to drawings, models or other equivalent descriptions or instructions provided by us and does not know that this infringes property rights.

3. If the supplied goods and their use infringes on patents or third-party property rights and we are subsequently liable to third parties, the supplier, to the extent that it is liable under the above paragraph, shall indemnify us and our customers against all claims arising from the use of such property rights and expenses that we necessarily incur from or in connection with the claim. We are not entitled - without the supplier's consent - to make any agreements, in particular to conclude a settlement.

4. Each contracting party will use all documents (including samples, models, tools and data) and knowledge that it receives from the business relationship only for the jointly pursued purposes and will keep them secret from third parties with the same care as its own corresponding documents and knowledge, if the other contracting party describes them as confidential or has an obvious interest in keeping them secret. This obligation begins upon first receipt of the documents or knowledge and continues 36 months following the end of the business relationship.

5. The obligation does not apply to documents and knowledge that are generally known or that were already known to the contractual

partner upon receipt without the contractual partner being obliged to keep them confidential, or that are subsequently transmitted by a third party authorized to pass them on, or that are developed by the receiving contractual partner without using documents or knowledge of the other contractual partner that are to be kept secret.

6. The supplier's obligations and our claims under the German Act on the Protection of Trade Secrets (GeschGehG) remain unaffected.

§ 12 UN Sales Law

1. If the UN Sales Law (United Nations Convention on Contracts for the International Sale of Goods - CISG) is applicable in individual cases despite the provisions of § 13 para 1, the following provisions apply in addition to the other provisions of these General Terms and Conditions of Purchase.

2. With regard to Art. 42 CISG, special attention is drawn to § 9 para 6 of these General Terms and Conditions of Purchase.

3. In particular, but not exclusively, violations of the following provisions of these General Terms and Conditions of Purchase are considered to be material breaches of contract within the meaning of Art. 25 CISG: § 5 para 1, 2, 3; § 7; § 8; § 9 para 13; § 10 para 2 and 3.

4. In derogation of Art. 35 CISG, the standard of §§ 434 and 435 of the German Civil Code (BGB) applies to the conformity of the goods with the contract.

5. Any violation of the standards of §§ 434 and 435 of the German Civil Code (BGB) constitutes a material breach of contract within the meaning of Art. 25 CISG.

§ 13 Choice of law, place of jurisdiction, place of performance

1. All legal relationships between the customer and us, even if the customer has its registered office abroad, are governed exclusively by German law, excluding internationally standardized substantive law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). This § 13 No. 1 is also governed exclusively by German law, excluding internationally standardized substantive law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The place of jurisdiction and place of performance for merchants, entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law is Gevelsberg (Westphalia, Germany). However, we are also entitled to sue the customer at his or her registered office. For this § 13 number 2, German law applies exclusively, excluding internationally unified substantive law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 14 Severability Clause

Should individual provisions of these General Terms and Conditions of Purchase are or become invalid, this shall not affect the validity of the remaining provisions or the contract.