

Standard Terms and Conditions of Purchase for use in business with companies

I. General Terms

1. These Standard Terms and Conditions of Purchase apply to all business with suppliers or other contractors (collectively hereinafter the "Supplier"), even if they are not mentioned in subsequent contracts. These Terms shall apply even if the Supplier refers to its own terms and conditions, particularly when accepting the order or in the order confirmation, unless such terms and conditions have been expressly approved. We hereby object to any conflicting terms of our Supplier.
2. In accordance with the Federal Data Protection Act, we would like to point out that the data required for business transactions with you will be processed electronically by us.

II. Order

1. Any order will be deemed to be given only if placed by us in writing. Orders placed orally or by telephone will be binding on us only if subsequently confirmed by us by providing a written order. Any drawings specified by us in the particular case, including any tolerance limits, shall be binding. By accepting the order, the Supplier acknowledges that by inspecting the available drawings it has informed itself about the method of executing the order and the scope of the order. Orders shall not be binding on us in case of obvious errors, typos or calculating mistakes in drawings, recipes and samples provided by us for the purpose of execution of our orders. The Supplier shall be obligated to inform us about such errors, to allow us to rectify and renew our order. This applies also in case of missing drawings, recipes and samples.
2. Any order acceptance must be confirmed within two weeks of ordering, otherwise, we are entitled to revoke the order.
3. Deviations in terms of quality and quantity from the text and contents of our order as well as subsequent changes to contracts will be deemed agreed only if and when specifically confirmed by us in writing.
4. Drawings, tools, recipes, samples, models or the like that have been provided by us or produced at our instruction shall remain our property and may be delivered to third parties only with our express written approval.
Objects manufactured and/or marked with such means of production may be delivered to third parties only with our express written approval. If we assume the costs or cost shares for any tools and models, such may only be used for carrying out our orders. 5% of any costs for tools or models already paid shall generally be set off against the value of the goods.
Our drawings and recipes may neither be copied nor forwarded unless this has been expressly approved by us.
Unless agreed otherwise in the particular case, such drawings and recipes shall be returned to us immediately upon completion of the order without any particular request.

III. Delivery Dates

1. The agreed delivery dates and periods are binding. They run from the date of the order. The goods must be delivered to the receiving location specified by us within the delivery period or by the delivery date. If any delays are to be expected, the Supplier shall notify us immediately and

obtain our decision on whether the order is maintained. If the Supplier is late in delivery, on expiry of a time limit set by us we may charge a contractual penalty of 0.5% of the net order value per started week, up to a maximum of 5% of the net order value and/or delivery, and/or withdraw from the contract. Any contractual penalty paid will be set off against the damages claimed.

We shall not be obligated to take delivery prior to expiry of the delivery date.

If we require any patterns, the production or delivery of the ordered goods may only be carried out following our written approval.

IV. Delivery/Packaging

1. Delivery shall be made at the Supplier's cost free of expenses to the receiving location specified by us. If, by way of exception, we are responsible for freight, the Supplier shall choose the mode of transportation specified by us, otherwise the mode of transportation and delivery which is most favorable for us.
2. The risk shall pass to us only on acceptance by our receiving location.
3. Packaging shall be included in the price. If agreed otherwise by way of exception, packaging shall be charged to us at cost price. The Supplier shall select the packaging specified by us and make sure that the packaging selected will protect the goods from any damage. In case of returns, at least two-thirds of the value charged shall be credited.

V. Documentation

1. Delivery notes and packing slips shall be attached to each shipment in duplicate copy. These documents must include the following:
 - number of the order
 - quantity and quantity unit
 - gross weight, net weight and, as applicable, calculated weight
 - article designation with our article number
 - remaining quantity in case of partial deliveries.
2. In case of consignments, a dispatch note shall be provided separately to us on the day of dispatch with the contents set out under No. V.1. Any shipments delivered to us without such prior dispatch note will be stored by us until arrival of such papers at the Supplier's cost and risk.

VI. Prices

1. Save as specifically agreed otherwise, the agreed prices are fixed prices unless the Supplier generally reduces its relevant prices.
2. The Supplier will grant to us prices and conditions not less favorable than those granted to other customers if and insofar as such other customers offer the Supplier the same or equivalent preconditions in the particular case.

VII. Invoice/Payment

1. Invoices shall be issued separately for each order. Payment will be made only upon complete receipt of the goods free of defects or complete services free of defects and after receipt of the invoice. In case of partial deliveries, this shall apply correspondingly. Any delays caused through incorrect or incomplete invoices will not affect any discount periods.

- If a cash discount is offered, payment will be made as follows:
- 3% discount for payments within 14 days.
- Net for payments within 60 days.
- This payment period will be calculated from the later of the day of receipt of the invoice or the day of receipt of the goods.
- We are free to choose the means of payment.

2. Claims of the Supplier may be assigned to third parties only with our approval. Payments will be made only to the Supplier.

VIII. Setoff

We have the right to set off our claims against the Supplier's claims in accordance with our payment terms.

IX. Warranty/Notice of Defect

1. The Supplier warrants that the goods, including get-up and markings, comply with our specifications. Our orders and instructions will be executed and performed, respectively, in a professional and technically correct manner in accordance with the current state of technology.
2. If defective goods are delivered, the Supplier may, at our choice, either rectify the defects or make new delivery. If the Supplier is unable to perform this or fails to perform this immediately following our request and expiry of a time limit set by us, we may return the goods at the Supplier's risk and cover our requirements otherwise. In those cases, we may withdraw from the contract and claim damages. In cases of urgency, we will have the right, upon giving notice to the Supplier, to rectify the defects ourselves or have them rectified by a third party. The Supplier shall be liable for any costs thereby incurred.
3. A notice of defect shall not be excluded where the goods have been treated or processed.
4. Unless agreed otherwise, the Supplier's warranty shall be in accordance with the statutory provisions.

X. Producer Liability

The Supplier shall indemnify us from the producer liability resulting from defects in the goods caused due to the Supplier's fault to such extent as the Supplier would be directly liable itself.

XI. Intellectual Property Rights

The Supplier warrants that no patents or other intellectual property rights of third parties are infringed by reason of its delivery or our use thereof.

The Supplier shall indemnify us and our customers from all claims resulting from the use of such intellectual property rights. This shall not apply to the extent that the Supplier has manufactured the supplied goods according to drawings, models or other equivalent descriptions or instructions provided by us and does not know or in connection with the products manufactured by it is unable to know that intellectual property rights are thereby infringed.

XII. Force Majeure

War, civil commotion, export, or trade restrictions due to changed

political conditions as well as strikes, lockouts, interruption of operations, operational restrictions and similar events which make it impossible or unreasonable for us to perform the contract will be considered events of force majeure and will discharge us from the obligation to take delivery in time for as long as such event subsists. The contracting parties are under an obligation to inform each other accordingly and to adjust their obligations to the changed conditions in good faith.

XIII. Environmental protection, REACH compliance, sustainability requirements

1. The supplier undertakes to comply with the respective legal regulations on environmental protection at its own expense. It will also endeavour to avoid adverse effects on people and the environment in its activities. If possible, the supplier should have established a management system in accordance with ISO 14001.
2. In particular, the supplier must comply with the requirements of the European REACH regulation in the current version at its own expense in the case of ordered delivery or services; the marketability of the goods under the REACH Regulation must be ensured.
3. The supplier acknowledges our sustainability requirements in the version valid at the time of conclusion of the contract, which can be viewed on our website or sent on request. The supplier assures that it has introduced and implemented these requirements in its company. The supplier must also oblige its subcontractors accordingly.

XIV. Custody/Ownership

Any material provided will remain our property. It shall be stored separately and may only be used for our orders. The Supplier will be liable for any reduction in value or loss even without negligence. Any objects manufactured with material provided by us shall be our property in their current state of production. The Supplier shall keep those objects in custody for us; the costs for keeping such items and materials in custody for us shall be included in the purchase price.

XV. Business Secrets

1. Our business partners agree not to pass on to any unauthorized third parties the data arising during the business relations as well as to protect and preserve such data against access and abuse by unauthorized persons.
2. The Supplier shall be obligated to treat our orders and all related commercial and technical details as business secret.

XVI. General Terms

1. If any provision should be or become invalid, the other provisions shall not thereby be affected.
2. All legal relations between the Supplier and us shall be governed by German law, even if the Supplier has its place of business abroad.
3. The place of fulfilment is Rothenburg ob der Tauber. A different place of fulfilment may be agreed for the delivery.
4. The place of jurisdiction is Ansbach.