

Standard Terms and Conditions of Purchase

These Standard Terms and Conditions of Purchase ("Terms and Conditions of Purchase") shall apply in dealings with entrepreneurs within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), with legal entities under public law and with separate public-sector funds (hereinafter referred to as "Supplier"); they shall govern these and all future orders/engagements unless otherwise agreed in writing. Any contradictory or additional Standard Terms and Conditions of Business of the Supplier shall not be binding on us even if we do not expressly object to them or if we accept the goods/services without reservation.

1. The Supplier's offer/proposal/quotation shall represent a precise response to our enquiry. Offers/proposals/quotations shall always be free of charge for us. Only written orders shall be binding. Orders placed in any other form shall only be binding with a written purchase order. Text form within the meaning of Section 126 b of the German Civil Code (*BGB*) shall apply. All prices are fixed prices without any additional charges or reservations. Every order shall be acknowledged in writing without delay, stating the binding delivery period. We reserve the right to withdraw orders that have not been acknowledged within a reasonable time, which shall be no more than 10 days after the dispatch of the order. In accepting our purchase order, the Supplier indicates its agreement with these Terms and Conditions of Purchase.
2. Deliveries shall generally be made free domicile. If we agree to bear the freight costs, the maximum amount to be paid shall be the costs that we would have incurred through railway freight. The delivery of excess quantities and shortfalls is not acceptable unless we have given our agreement.
3. An agreed delivery period shall be an essential part of the contract. The Supplier may only rely on the argument that we failed to supply necessary documents or to make agreed payments if the Supplier has sent a reminder in relation to the documents or payments and has not then received them without delay. Force majeure affecting us, industrial disputes, unrest or other circumstances that are beyond our control and that lead to disruptions to our production or that of our customers shall release us from any acceptance obligation or obligation to pay damages as long as such circumstances persist and to the extent of their effect. If necessary, we must notify the Supplier without delay once the disturbance has come to an end.
4. It shall be necessary to comply with performance specifications or other specifications concerning technical, physical, chemical and mechanical features or other features and with DIN, VDE or other standards as well as cross-company standards agreed by contract.
5. The Supplier must have a quality management system in place, e.g. in accordance with DIN ISO 9001 and/or DIN ISO 14001. We have the right to inspect the Supplier's system through audits by prior appointment.
6. The delivery items must be marked in accordance with the rules of the Hazardous Substances Ordinance (*Gefahrstoffverordnung*) and the EC/EU Directives on hazardous substances/preparations. The Supplier undertakes to provide us with all necessary product information in good time prior to the delivery of the goods/services, especially information concerning composition and durability, e.g. safety data sheets, processing information, labelling rules, assembly instructions, industrial safety measures, etc., including any changes to such documents.
7. Without prejudice to further claims that we may have, the applicable weight in the case of weight differences shall be the weight that we ascertain when inspecting the incoming goods, unless the Supplier proves that the weight that it calculated at the time of the passage of risk was properly ascertained in accordance with a generally recognised method. This shall also apply accordingly to quantities.
8. Invoices may not be enclosed with the goods. Second and third copies must be clearly marked as such. Unless otherwise agreed, the following terms of payment shall apply: within 14 days of the receipt of an invoice with a 3% cash discount or without deductions within 30 days. However, the time limits shall not start to run before the goods have been received. All payments shall be made in reservation of our rights in the event of the delivery of a defective consignment. If complaints are already known on the due date, we shall be entitled to withhold payment. The assignment to third parties of the Supplier's claims under the contract shall only be permitted with our written agreement. Collection by third parties is not permitted. It shall only be allowed to set off counterclaims against our claims under the business relationship if the Supplier can set off claims that have been recognised through a final court judgment or if we have not disputed the claim. The same applies to the assertion of rights of retention.
9. The delivery item must comply with recognised technical standards and meet accident prevention regulations. Confirmation that the goods have been received shall not preclude complaints on grounds of quality or quantity due to defects detected after the receipt of the goods. The setting of acceptance conditions and compliance with the same (e.g. AQL) shall not limit liability under the warranty. We undertake to give notice within 10 working days of any defects found on the inspection of the incoming goods, during processing or on the basis of the analysis of complaints. The warranty period shall be three years after the transfer of risk or after acceptance (Section 640 of the German Civil Code) unless the statutory warranty period is longer. The warranty period shall be extended by the length of time between the complaint and the remedial work of the defect. On the delivery of spare parts a new warranty period shall commence for these parts. If these are essential parts, the new warranty period that has begun shall be valid for the entire delivery item. If an acceptance test has been agreed, the warranty period shall not start to run until the entire acceptance test has been completed and we have confirmed it in writing. Claims under the warranty shall remain unaffected by the result of an acceptance test. In the event of any defects in the goods or services we shall have the right to choose how the breach is to be remedied.
10. The Supplier shall guarantee that the goods supplied are free of third-party rights. In accepting the order, the Supplier undertakes to indemnify us against the legal claims of domestic or foreign third parties in respect of the goods to be supplied and that may arise from domestic or foreign patents, utility models, copyrights or other rights. This also includes legal costs, damages as well as any conversion and reconstruction work that may be necessary.
11. In as far as applicable, the Supplier guarantees that it complies with the requirements of the EU Chemicals Regulation, REACH (Regulation (EC) No. 1907/2006 of 30 December 2006), as amended – hereinafter referred to as the REACH Regulation, and, in particular, that the substances have been registered. We are not obliged to obtain approval for a delivery item supplied by the Supplier within the framework of the REACH Regulation.

Furthermore, the Supplier guarantees that it will not supply any delivery items containing substances mentioned in

- Annexes 1 to 9 of the REACH Regulation, as amended;
- Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Substances), as amended;
- EC Regulation 1005/2009 on substances that deplete the ozone layer, as amended;
- The Global Automotive Declarable Substance List (GADSL), as amended (to be found at www.gadsl.org);
- RoHS (2002/95/EC) for products according to their scope of application;
- EU Regulation 765/2008 on CE Standards.

If the delivery items should contain any substances listed in the "Candidate List of Substances of very High Concern" ("SVHC List") according to REACH, the Supplier must notify us without delay. This also applies if any substances not previously listed are added to this list during ongoing deliveries. The current list can be viewed at http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp.

Furthermore, the delivery items may not contain any asbestos, biocides or radioactive material.

If the delivery items contain these substances, we must be notified of this in writing prior to delivery with information concerning the substance and the identification number (e.g. CAS) and a current safety data sheet for the delivery item. The supply of these delivery items shall require our separate approval.

The Supplier must indemnify us against all liability in connection with failure to observe the aforementioned Regulations by the Supplier and must compensate us for any damage that we suffer due to the Supplier's non-compliance with the Regulations or any damage in this connection.

12. The Supplier must have liability insurance with the terms and conditions usual in the industry and a minimum coverage of EUR 2 million per loss event for the duration of the contractual relationship, including guarantee and limitation period. The Supplier must provide evidence of this on request; any lesser coverage must be agreed with us in the individual case. Regardless of the legal reason, we, our legal representatives and our employees shall only be liable in the event of gross negligence, intent or if the breached obligation is of essential importance in order to achieve the contractual purpose (fundamental contractual obligations). In the event of the breach of fundamental contractual obligations due to simple negligence our liability shall be limited to damages and compensation for expenses for the typical, foreseeable damage. This shall not apply to the extent that our liability is mandatory by operation of the law in the case of injury to life, limb or health or in the case of damage to privately used items under the Product Liability Act or for other reasons.
13. The Supplier undertakes not to disclose any information, knowledge or documents that it has received from us or that have become known in any other way, from our sector or from the sector of a company belonging to our Group, e.g. technical data and other data, personal data, readings, technical information, business experience, business secrets, know-how, drawings and other documentation (hereinafter referred to as "information"), not to make it accessible to third parties and to use it only for the purpose of executing the order/engagement in question. The Supplier undertakes to immediately return all information physically transmitted under this contract, such as documents, samples, specimens or similar after a corresponding request from us, without retaining copies or records and, at our request, to immediately destroy its own records, summaries and evaluations containing the information and to confirm to us in writing that this has been done. We shall be entitled to the proprietary rights and to any industrial property rights.
14. Claims that we and companies affiliated with us in the meaning of Section 15 ff. of the German Stock Corporation Act (*Aktiengesetz, AktG*) have against the Supplier (we will send a list of these companies on request) shall be claims of all companies in our Group as joint and several creditors, so that these claims can be set off against the Supplier's claims against all companies in our Group. This shall apply accordingly to rights of retention or other objections. In the case of several co-existing claims the Supplier shall not object to our choice of the claims to be set off.
15. The Supplier must comply with and observe all data protection legislation, as amended.
16. The place of performance for all deliveries shall be the relevant place of receipt; for payments it shall be 55606 Kirn. If the Supplier is a merchant, a legal entity under public law or a separate public-sector fund or if the Supplier has no general place of jurisdiction in Germany, the regional court of Bad Kreuznach shall be competent to hear all claims arising from the business relationship. This also applies to claims arising from bills of exchange and cheques and for claims in tort, notices of litigation and summary procedures where the claimant relies on documentary evidence (*Urkundenprozesse*).
17. The contractual relationship shall be governed by German law. If any of the aforementioned provisions should be totally or partially void, this shall not affect the validity of the remainder of the provision(s) or the validity of the contract as a whole.

(Applicable from October 2016)