1. General conditions

1.1 All deliveries and services of any kind that we procure are exclusively subject to these General Terms and Conditions of Purchase, as well as any special conditions of which we have given the supplier notice. The supplier’s general terms and conditions of business shall only apply if this has been expressly confirmed by us in writing. None of the supplier’s own deviating or contradictory terms shall apply, unless we have expressly acknowledged them writing, even if, in individual cases, we do not expressly object to them or accept the goods without reservation or pay for them without reservation.

1.2 All agreements concluded between us and the supplier concerning the execution of this contract shall be made in writing.

1.3. These General Terms and Conditions of Purchase shall also apply to our future orders and transactions, even if, in individual cases, this is not specifically indicated.

2. Quotation, orders and order confirmation

2.1. When submitting quotations, the supplier must strictly adhere to the quantity and quality stated in the enquiry and must explicitly point out any deviations.

2.2. Quotations must be submitted free of charge and are binding for the supplier.

2.3. Orders issued in writing are legally binding. Verbal orders and alterations are only valid if they are confirmed in writing by us.

2.4. The supplier shall confirm our order in writing without delay, and at the latest within ten days from the date of issue. Should the order confirmation not reach us within this period, we reserve the right to cancel the order without any further obligation.

2.5. By issuing the order confirmation, executing the order, and in particular by performing delivery or partial delivery or accepting payments, the supplier indicates its unconditional agreement with these General Terms and Conditions of Purchase.

2.6. The supplier may only issue subcontractures for the entire manufacturing process (or substantial parts thereof) with our prior written consent.

3. Prices, payment and assignment of claims

3.1 All prices are fixed prices and include free delivery to the designated receiving address. They shall be subject to VAT, which is not included in the price. It must be shown separately on the invoice at the statutory rate that was valid on the day of invoicing.

3.2. Invoices must be sent to us in duplicate with the complete order number, order date, additional customer information (such as account number, internal order number, etc.), number and date of the delivery note, quantity and an exact description of the delivered goods or services. This also applies to delivery and dispatch notes. Payment shall be made by post or bank transfer or discountable bill of exchange. The respective time limits shall start upon receipt of the invoice or, if the goods arrive after the invoice, upon receipt of the goods. In the case of delivery before the agreed delivery date, the original date shall be used as the start of the payment period.

3.3. Payment shall be deemed to have been effectuated upon receipt of our payment instructions at the financial institution commissioned by us. Our payments shall imply neither recognition of the contractual nature of the respective service nor the correctness of the respective payment calculation. In addition, they shall not affect the warranty rights to which we are entitled.

3.4 Where we are prevented from fulfilling our contractual obligations as a result of force majeure or labour disputes for which we are not responsible, we shall be exempted from our obligations for the duration of these circumstances and for a reasonable start-up period thereafter. In cases where such circumstances persist for more than six months, we shall be entitled to withdraw from the contract, whereby the supplier shall not be entitled to assert claims against us.

3.5. The assignment or transfer of rights and obligations by the supplier beyond the scope of §§ 439 para. 3, 635 para. 3 BGB. The supplier may only assign and transfer its rights and obligations if we consent to this in writing. No assignment or transfer shall be effective unless we have expressly confirmed in writing that the respective assignment or transfer is permitted. This confidentiality obligation shall also apply during the period of feasibility assessments and contractual negotiations, and even after termination of the contractual relationship.

4. Delivery, delivery notes and delivery delays

4.1. The delivery periods or deadlines stipulated in the order are binding and are based on the time of arrival of the goods at the receiving station. Delivery periods shall begin only if a specific date is indicated on the issue date of the respective order. Successful adherence to delivery times shall require full receipt of the goods at our premises (or at the agreed place of use), whereby loading and shipping times must be considered. Full receipt of the goods may also require the handover of material test data, test reports, quality documents or other necessary documents.

4.2. The ordered delivery quantities must be strictly adhered to. Under and over-deliveries are only permitted with our express consent.

4.3. Delivery and dispatch are always at the supplier’s risk and expense. Any risk shall be passed to us only after delivery and acceptance of the goods at the agreed place of performance. The supplier shall purchase sufficient transport insurance at our expense. Insurance for transport risks may only be purchased at our expense with our prior written consent.

4.4. The supplier shall notify us immediately in writing if circumstances arise under which it becomes apparent that the stipulated delivery time cannot be met.

4.5 Where compliance with the delivery time specified by us is not possible, our approval for changes to the deadlines shall be obtained immediately.

4.6. The supplier shall bear the costs of any express freight, airfreight, express and telegram charges resulting from late delivery. Any costs resulting from express dispatch notes as a result of dispatch to a shipping address other than the specified shipping address shall be borne by the supplier.

4.7. In cases where the delivery deadline is exceeded as a result of force majeure or labour disputes for which we are not responsible, we shall be entitled to demand execution of the order at a later date, whereby the supplier shall not be entitled to assert claims against us. Where a reasonable deadline has elapsed without performance, we shall be entitled to withdraw from the contract in whole or in part.

4.8. Each shipment must be accompanied by a delivery note. The delivery note must contain the following information:

Order number, order date, tracking number (if specified in the order), material number (if specified in the order) and designation, supplier number, packaging unit, the ordered and delivered quantity.

5. Confidentiality, trade secrets, manufacturing resources and documents

We hereby reserve ownership and copyrights over all illustrations, drawings, designs, calculations, samples, manufacturing specifications, models and other documents, which are shared with the supplier for the purpose of supplying a quotation or executing an order. They shall be kept secret from third parties and shall not be made accessible to third parties without our explicit written consent. Furthermore, they shall be used exclusively for production tasks related to the respective order. After completion of the order, they shall be returned to us on the supplier’s initiative at no charge. The supplier shall be liable for their loss or misuse.

This confidentiality obligation shall also apply during the period of feasibility assessments and contractual negotiations, and even after termination of the contractual relationship.

6. Packaging

6.1. Unless otherwise agreed, we shall not pay for packaging. Where the packaging costs are not included in the price, the packaging shall be returned carriage forward upon notification of case of returns, packaging must be credited to the full charged value.

6.2. The packaging must be suitable for the protection of the goods to be conveyed against the expected stresses along the transport route. The packaging must also enable easy handling of the goods. The packaging must take into account the latest expertise regarding environmental protection, i.e. only reusable, recyclable materials may be used in transport packaging.

7. Acceptance and complaints

7.1. We shall conduct the receiving inspection at our discretion, e.g. via a standardized random sampling procedure for mass-produced parts. In cases where the permissible critical quality values or agreed AQL values have been exceeded, we shall (under reservation of all other claims) either completely reject the goods or inspect 100% of the goods at the supplier’s expense and risk.

7.2. Acceptance of the goods shall require an explicit declaration to this effect on our part. The acceptance of a delayed delivery shall not constitute a waiver of further rights and claims. In all other respects, the statutory provisions on property and legal deficiencies shall apply, unless otherwise specified in the following sections. A complaint shall be deemed to have been registered in good time provided that it is registered within two weeks from the handover in the case of obvious defects, or from the date of discovery in the case of concealed defects. In the case of complaints, we shall be entitled to withhold payments to an extent proportionate to the deficiencies in question.

7.3. The right to choose the type of supplementary performance shall, in principle, remain with us. The supplier shall be entitled to refuse the type of supplementary performance chosen by us pursuant to the provisions of §§ 439 para. 3, 635 para. 3 BGB.

7.4. In urgent cases, and in particular to avert acute hazards or avoid major damages or if the supplier is not in a position to perform the order, we shall be entitled, at the latter’s expense, to have defects remedied or to cover the shortfall by procuring defect-free goods from other sources.

7.5. The limitation period for material defect claims shall be 24 months from the date of the transfer of risk. This shall also apply to reordered or newly delivered parts/goods. In cases where, with our consent, the supplier checks the existence of a defect or remedies a defect, the expiry of the limitation period for defect claims (beginning on the date of receipt of the defect notification at the supplier) shall be interrupted until the supplier has informed us of the result of the inspection, in particular that the defect has been removed, or has refused to continue with the removal.

7.6. In cases where we incur costs due to defective delivery of the contractual object, in particular transport, road, work or material costs or costs for an incoming goods inspection that goes beyond the usual scope, the supplier...
er shall bear such costs. In addition, in the absence of the guaranteed proper-
ties of the goods, we shall be entitled to claim compensation for non-
performance.

7.7. We hereby reserve the right to assert claims due to material defects that are
not detected until the goods have been processed, even after expiration of the
statutory warranty period. In addition, we shall be entitled to assert claims for
damages due to non-performance as well as claims for defects, insofar as this
is permitted by law. Claims for damages shall be made for all disadvantages
resulting from non-contractual delivery, non-observance of these General
Terms and Conditions of Purchase or improper packaging. Deliveries that do
not correspond to the agreed quality parameters shall be returned to the sup-
plier. The supplier shall be charged separately for any additional damages.

8. Third-party rights, industrial property rights

8.1. The supplier is liable for ensuring that the use or resale of the ordered
goods/services does not infringe any rights of third parties, including industrial
property rights and copyrights.

8.2. In the case of an infringement of third-party rights, the supplier shall indemnify
us at first request against all claims which third parties assert against us based
on the statutory provisions. This shall only apply in the case of claims that are
based on the infringement of third-party property rights. The supplier shall
deliver the goods delivered by the supplier, or use services provided by the supplier, in
the respective country.

8.3. A limitation period of ten years shall apply in the case of a defect of title.

9. Retention of title, provision, damages

9.1. The supplier is liable to us for the loss of, or damage to, resources provided by
us. The supplier shall inform us immediately in writing of any legal or actual re-
scriptions affecting such items.

9.2. We hereby reserve the right to ownership over all production resources provid-
ed by us. This also includes any production resources paid for by the supplier for fulfilment of the delivery contract, but which are paid for by us. The supplier shall use these production resources exclusively for the production of the goods ordered by us.

9.3. In principle, the supplier is liable for any damage to our production resources, regardless of our own culpability.

9.4. Any necessary maintenance and inspection work must be carried out in good
time at the supplier's own expense. Any malfunctions must be reported imme-
diately; where the supplier fails to do so, our right to assert claims for damages
shall remain unaffected.

9.5. We only recognise the supplier's simple reservation of ownership.

9.6. We hereby reserve the right of ownership to all parts/goods that we provide to
the supplier. Their processing or transformation by the supplier shall be carried out
on our behalf. In cases where our reserved goods are processed with other
items that do not belong to us, the supplier shall acquire ownership of the new
items. However, due to the loss of ownership of our reserved goods, we shall
be entitled to assert claims for damages under the statutory provisions.

9.7. Where items provided by us are inseparably mixed with other objects that
do not belong to us, we shall acquire co-ownership of the new items in the propor-
tion of the value of our reserved items to the value of all other mixed objects at the time of the mixing. If the mixing is carried out in such a way that the supplier transfers proportionate co-ownership to us, the supplier shall store the solely owned or co-owned items at his own risk.

9.8. Insofar as the security rights to which we are entitled pursuant to clauses 9.6
and 9.7 exceed the purchase price of all our unpaid reserved goods by more than
20%, we shall release corresponding security rights at our discretion at the
supplier's request.

10. Liability, indemnity, insurance

10.1. In cases where the supplier is aware (a) that the delivered goods are to be
resold by us and (b) of the specific country to which the goods are to be deliv-
ered, the supplier shall indemnify us against any claims that are asserted
against us by our customer due to the defective nature of the contractual object
delivered by the supplier, or due to otherwise non-contractual performance,
whether such claims be based on legal provisions of substantive German law
or on legal provisions of the substantive law of the country to which the goods
were delivered. In cases where the claims asserted by our customer are based
on an infringement of our obligations on our part, the aforementioned exemp-
tion shall not apply.

10.2. We shall be entitled to demand from the supplier reimbursement of the expens-
es incurred by us in relation to our customer arising from the latter's entitlement
to assert claims against us for compensation for the additional costs due to
supplementary performance, in particular transportation, travel, work and mate-
rrial costs.

10.3. In the cases described in clauses 10.1 and 10.2, the limitation period shall
begin no earlier than two months after the date on which we have met the
claims asserted against us by our customer, and at the latest five years after
delivery by the supplier.

10.4. Where mandatory claims for damages are asserted against us by third parties,
the supplier shall indemnify us on first request, providing that the supplier is al-
so directly liable.

10.5. The supplier shall maintain a product liability insurance policy with a reasonable
amount of cover (at least EUR 1 million per case of personal injury/property
damage) and shall provide evidence of this on request. Any additional claims
for damages that we are entitled to assert shall remain unaffected.

10.6. In cases where we (or our customer) carry out measures to avert haz-
ards (e.g. recall actions), the supplier shall be liable to the extent required by
law, and shall indemnify us in this respect on first request. The supplier
shall provide evidence to us that it has purchased an insurance policy to
cover the recall costs with an adequate level of cover.

11. Partial nullity, place of performance, jurisdiction, applicable law

11.1. Our General Terms and Conditions of Purchase shall remain binding
even if individual provisions thereof should be or become legally invalid. In
each case, the invalid provisions shall not provide evidence of a provision that is
as close as possible to its legal and economic purpose.

11.2. The place of performance shall be the place of delivery designated by us.
If the supplier is a registered trader, the court of jurisdiction shall be the
court of jurisdiction for our registered office. We shall also be entitled to
bring actions before the competent court for the supplier's registered office.
The law of the Federal Republic of Germany shall apply exclusively, as
applied between nationals, to the exclusion of any conflict of laws. The
“Uniform Laws on the International Purchase of Movable Goods” (CISG)
shall not apply.

11.3. For the interpretation of delivery clauses, the INCOTERMS shall apply as
amended.

11.4. The delivery address specified in the respective order shall apply. All
costs arising due to incorrect address information shall be borne by the
supplier.

12. Environment

The supplier shall perform its work in accordance with the relevant envi-
ronmental regulations and standards as well as the technical state of the art.
The supplier shall continue to employ environmentally friendly practices in accordance with German recycling economy/waste disposal laws (if applicable, within economically reasonable limits). This includes the selection of environmentally friendly and recyclable input materials, low-emission, low-pollutant, dismantling and reconstruction-friendly de-
signs, as well as energy and resource-saving solutions.

13. Compliance with laws and other regulations, exemption

13.1. The supplier shall comply with all applicable laws, ordinances and other
regulations prescribed by legislators and supervisory authorities. Deliver-
ies and services shall comply with the relevant regulations, laws and or-
dinances. This applies in particular (but not exclusively) with regard to safety, environmental protection, occupational health and safety regulations, including the regulations and directives issued by professional associations and the association of German electrical engi-
neers (VDE) with regard to occupational health and safety and accident prevent-
ion regulations.

13.2. In each case, the standards and guidelines quoted by us in the respec-
tive order are valid as amended.

13.3. The supplier shall not, during performance of its obligations, make, offer
or authorise any unlawful direct or indirect payments to persons or organi-
sations in order to promote the conclusion of transactions or obtain other
commercial advantages.

13.4. The supplier shall ensure that all of its employees are paid at least in
accordance with the provisions of §§ 1, 2 and 20 of the German minimum
wages act (Mindestlohngesetz) as well as other legal provisions and col-
lective agreements for which we are liable in accordance with the German
employee assignment law (Arbeitnehmerentsendegesetz) and/or other comparable regulations. On request, the supplier shall pro-
vide evidence in the form of the corresponding documents that all of its employees have been paid at least the minimum wage in accordance
with the provisions of §§ 1, 2 and 20 of the Minimum wage act as well as
other legal provisions and collective agreements for which we are liable in accordance with § 14 of the Arbeitnehmerentsendegesetz and/or other comparable regulations. The supplier shall indemnify us against all claims that are asserted against us in the event of a breach by the sup-
plier of the minimum wage law or other legal regulations or collective agree-
ments for which we are liable pursuant to § 14 of the Arbeit-
nehmerentsendegesetz and/or other comparable regulations.

13.5. The supplier shall ensure that all subcontractors that are commissioned
by (i) contractually comply with the provisions of the German minimum wage
legislation, in particular §§ 1, 2 and 20 of the Mindestlohngesetz, as well as any applicable specifications and standards within the scope of collective agreements, and (ii) that if additional subcontractors are commissioned, the requirement to comply with the provisions of the
German minimum wage legislation, in particular §§ 1, 2 and 20 of the Mindestlohngesetz, as well as any applicable specifications and
standards within the scope of collective agreements, is included in the contrac-
tual relationship with each subcontractor.

The supplier shall indemnify us against all claims that are asserted
against us in the event of a breach by subcontractors of the minimum
wage law or other legal regulations or collective agreements for which we are liable pursuant to § 14 of the Arbeitnehmerentsendegesetz and/or other comparable regulations. The same shall apply in cases where our
liability is due to additional subcontracting or the employing of em-
ployment agencies (and the resulting employment of temporary workers)
by the supplier.