

as at 11/2014

**1. Agreed conditions**

These purchasing conditions apply to our orders, to the exclusion of any sales conditions of the supplier, which we herewith reject in advance. Our purchasing conditions for this and all subsequent orders are acknowledged upon execution of our order, even if the supplier refers to its terms and conditions in an order confirmation, delivery note, invoice or other letter.

**2. Order**

Orders are only binding in writing or electronic form. Telephone or verbal orders or addenda to orders require our written or electronic confirmation.

**3. Protected rights**

Drawings, models, matrices, templates or samples provided by us shall remain our property. Insofar as drawings, models, matrices, templates or samples are developed for us as part of the order, they shall become our property. The supplier shall exclusively and irrevocably transfer to us all rights arising on the basis of the order executed for us in accordance with the Patent Act, the Utility Model Act and the Registered Design Act. The supplier irrevocably grants to us an exclusive right of use in respect of the representations developed for us as part of the order, such as drawings, sketches, samples, etc. The compensation for the transfer and granting of these rights is included in the part prices. The supplier expressly agreed not to reproduce the documents and objects provided to it without our prior written consent, nor to provide or make available same to third parties, or otherwise to use same for a purpose outside our orders and not to deliver the products manufactured according to same either in their basic condition or as semi-finished or finished products to third parties. The supplier considers such documents and objects, as well as the know-how transferred by us within the framework of the business relationship, as business secrets and shall treat same as confidential. The supplier shall maintain confidentiality in respect of all knowledge gained as a result of its work, unless this becomes publicly available through no fault of its own. The supplier assumes liability for damages suffered by us from the culpable breach of this obligation. All documents and objects must be returned to us when they are no longer required for the order or to fulfil statutory duties of documentation.

**4. Prices**

The prices stated in the order are fixed prices including packaging, freight, insurance and other ancillary costs, fees or charges (DDP destination Incoterms® 2010). If the prices are not specified when placing the order, they shall be added by the supplier in the copy of the order to be returned by it. A contract is only concluded if we have accepted the prices. Price increases are only valid if they are agreed with us in writing before delivery. If the supplier generally reduces prices after concluding the contract but within the payment period, which have been agreed with us, we shall be billed the reduced price for the completed delivery.

**5. Delivery, deadlines, hindrances**

The risk of performance shall transfer to us upon correct delivery (DDP destination). Correct delivery requires compliance with the following delivery terms and conditions:

5.1 The standard commercial or agreed packaging provisions must be precisely observed, additional costs or losses resulting from non-compliance shall be charged to the supplier. The supplier is liable for damage to the goods caused as a result of defective packaging, even after transfer of risk.

5.2 We shall be advised promptly of the delivery time.

5.3 Each delivery must include a delivery note; our order number and other required data must be stated on the delivery note, as well as on invoices and other correspondence.

5.4 If the delivery dates/deadlines stated in the order are not rejected immediately after receipt of the order, the dates specified by us shall be considered binding. The agreed delivery times are binding. If delivery times are not specified in terms of the calendar, the start is the date of receipt of our binding order. Deliveries must not be made either too early or too late. Early delivery does not lead to earlier payment of the purchase price.

5.5 Insofar as an unavoidable delay is expected for the delivery, the supplier shall immediately inform us of this, and simultaneously shall offer a new delivery date. If this is more than 2 weeks after the agreed delivery date, we reserve the right of withdrawal.

5.6 If a delivery or an agreed partial delivery is culpably not made in part or in full on the agreed date, we reserve the right after futile expiration of a 2-week period, to withdraw from the contract and to demand reimbursement of costs and compensation for loss of trust or compensation in lieu of performance.

5.7 We are not obliged to accept unagreed partial, over or under deliveries.

5.8 Force majeure entitles us to withdraw from the contract in part or in full or, in the case of temporary hindrances (e.g. strike, lock-outs, business interruption, etc.) to postpone acceptance to a later date. In these cases the supplier is not entitled to compensation.

5.9 Our entitlement to compensation for any damages due to delay is not affected by a late delivery or the exercise of the right of withdrawal.

**6. Invoicing and payment conditions**

6.1 The order designation and numbers of each individual position must be stated on invoices. Invoices cannot be checked or paid as long as this information is missing. The invoice must be sent as a simple copy to the address stated on the respective order; it must not be enclosed with the deliveries.

6.2 Unless a separate payment is agreed, we shall pay within 15 working days with a 3 % discount or net within 30 working days. The date the invoice is received shall apply. If the delivery is later than the invoice, the date of delivery shall apply, provided that the delivery object has been accepted.

**7. Warranty and guarantee**

7.1 The supplier shall guarantee that the goods have the quality stated and required according to the contract, correspond to the accepted rules of technology and do not have any defects that affect use, consumption or processing.

7.2 Agreed material or quality certificates must be enclosed with each delivery.

7.3 The supplier guarantees that it has established and maintains an effective quality assurance system for quality inspections for its products. Unless agreed otherwise in individual cases, the quality assurance system must at least correspond to the requirements of the current version of DIN EN ISO 9001.

7.4 Insofar as commercial duties of inspection and complaint apply, we will immediately report transport damage or obvious defects. Moreover, we will report defects immediately in writing as soon as they are identified according to the circumstances of ordinary business procedures. To this extent, the supplier shall waive the defence of late complaint. Identified defective parts are rejected.

7.5 Irrespective of rights of recourse according to Sections 478 f BGB, the supplier guarantees goods delivered not in accordance with the contract or defective as follows:

We are also entitled to choose between supplementary delivery or supplementary performance even if the defect is only identified during processing or working. Instead of supplementary performance, we reserve the right to correct the defect ourselves at the supplier's cost or to arrange correction by others, irrespective of our other claims, if the supplier does not immediately correct the defect or rejects supplementary performance despite notification of the defect and the anticipated damage. This also applies if the supplier has not corrected the defect through supplementary performance or replacement within a reasonable period. If the supplier allows a period of 2 weeks, set with the notification of defect, to pass, we reserve the right to withdraw from the contract and to demand reimbursement of costs and compensation for loss of trust or compensation in lieu of performance. After the expiration of this period, we are no longer required to accept supplementary performance.

7.6 Unless agreed otherwise, the guarantee period starts upon delivery, is 36 months long for all claims under guarantee and claims due to defects and is suspended upon receipt of our written complaint due to defect. For corrected or replaced goods, the period starts anew after acceptance of the supplementary performance or replacement goods, if the supplier has not provided supplementary performance expressly for reasons of goodwill or has expressly rejected the restart of the guarantee period upon acceptance of the supplementary performance or delivery of the replacement.

**8. Liability**

8.1 The supplier guarantees the products supplied by it are free from defects. If we are sued within the framework of product liability because of defects, which are due to causes attributable to the supplier, it shall indemnify us within the internal relationship.

8.2 The supplier shall maintain business interruption and product liability insurance, to be proven upon request, which satisfies the requirements of the intended use of the goods apparent to the supplier. The supplier reserves the right to obtain the information from us as required to assess the risk.

8.3 The supplier is liable to the statutory extent for damages due to delay. Without documentation we reserve the right to charge 15 % of the agreed net purchase price of the delayed part of the delivery. Proof of no or fewer damages is permitted.

8.4 The liability for compensation claims from breach of contract is based on the statutory provisions. Because on the guarantees provided and the quality assurance system established, the supplier's fault is assumed in the event of damages. Exonerating evidence if permitted.

**9. Offsetting**

We also reserve the right to offset against demands from the supplier if the payment dates of the mutual claims differ or if different payment forms have been agreed.

**10. Assignment of claims**

The assignment of claims is not permitted without our prior written consent.

**11. Right of withdrawal in special cases**

We reserve the right to withdraw from the contract upon application for insolvency proceedings in respect of the supplier's assets, there are there exchange or cheque disputes, in the event of not merely temporary payment difficulties, not merely temporary unauthorised suspensions of payment or if extra-judicial composition proceedings (moratorium) is desired.

**12. Place of performance, place of jurisdiction, applicable law**

12.1 The contractual relationship is subject exclusively to German law to the exclusion of the UN Convention on the International Sale of Goods. If the supplier is not a merchant, the statutory provisions shall apply instead of our purchasing terms and conditions.

12.2 Place of performance for delivery and payment is 74177 Bad Friedrichshall.

12.3 Binding place of performance for both parties is Heilbronn/Neckar, even if the supplier is a merchant as defined in the German Commercial Code.