

General Conditions of Purchase



I. Scope of Application

1. Our Conditions of Purchase shall apply exclusively; we will not recognize any of our suppliers' conditions inconsistent with or deviating from our Conditions of Purchase unless we expressly agree to their applicability in writing. Our Conditions of Purchase shall be applicable also if we accept the supplier's delivery without reservations with knowledge of the supplier's conditions inconsistent with or deviating from our Conditions of Purchase .

2. Our Conditions of Purchase are applicable only in relation to undertakings within the meaning of sec. 310 para 4 BGB (German Civil Code).

II. Prices and Terms of Payment

1. The price shown in the order is binding.

2. Invoices can be processed by us only if the order number indicated in our order is shown on the invoice in accordance with the specifications in our order. The supplier shall be liable for all consequences arising from any non-compliance with this obligation unless the supplier proves that it is not responsible for such non-compliance.

3. We may exercise set-off rights and rights of retention to the extent allowed by law.

III. Delivery Period

1. The delivery period shown on the order is binding.

2. The supplier is obliged to promptly inform us in writing if circumstances arise or are recognized by it which show that the agreed delivery period cannot be kept.

3. In the event of delayed delivery we shall have the rights allowed by law. In particular, we may after the expiry of a reasonable period demand damages instead of performance and cancel the agreement provided the supplier is responsible for the breach of duty.

IV. Passing of the Risk

1. The supplier is obliged to precisely indicate our order numbers on all shipping documents and delivery notes; if the supplier fails to do so we shall not be responsible for any delays in processing.

2. The supplier shall always be obliged to package the goods for transportation in such a way that damage is avoided as long as the goods are treated normally. Otherwise the

supplier shall be responsible for any subsequent damage.

3. The following shall apply in respect of the transportation costs: The orderer must pay the cost of shipping the goods to a different place than the place of performance indicated in the order.

V. Warranty Claims

1. We are obliged to check the goods within a reasonable period to identify any quality and quantity deviations: a notice of defects is made in time if it is received by the supplier within a period of 5 workdays from receipt of the goods or, in the case of a hidden defect, from the time of its discovery.

2. We may fully exercise all statutory warranty claims without any limitation, and we may in all cases demand that the supplier remedy any defects or, at our option, deliver a new thing. The right to demand damages, in particular damages instead of performance, is expressly reserved.

VI. Product Liability

1. The supplier is obliged, to the extent that it is responsible for product damage, to release us at our first request from any third-party damage claims insofar as the cause was set within its sphere of control and organization and the supplier is liable itself in relation to third parties.

2. As a part of its liability for damages, the supplier shall be obliged to pay compensation for any expenses.

VII. Property Rights

1. The supplier guarantees that no third-party rights will be infringed in connection with deliveries made by it.

2. If claims are made against us by a third party in this respect, the supplier shall be obliged to release us at our first written request from such claims; we shall not have the right to make any agreements with the third party – without the supplier's consent – , in particular to agree on any settlement.

VIII. Retention of Title

1. If we provide the parts to the supplier (for repairs or the like), we retain title thereto, and any processing or conversion by the supplier shall be done for us. If our goods are assimilated with other things not belonging to us, we will acquire co-ownership of the new thing in the proportion of the value of our thing to the other things at the time of processing.

2. If the thing provided by us is inseparately mixed with other things not belonging to us, we will acquire co-ownership of the new thing in the proportion of the value of our goods to the other mixed things at the time of mixing. If the things are mixed in such a way that the supplier's thing is to be regarded as the principal thing, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall safekeep the things solely owned or co-owned by it for us.

IX. Other Provisions

1. Agreements and representations deviating from the above conditions or supplementing them shall be effective only if agreed on in writing and signed by both parties.

2. If any of the above provisions are or become inapplicable or are waived, the validity of the other provisions shall not be affected thereby.