

1. Order submission

Orders and agreements are only binding if our order forms are used and these include a proper signature. Amendments made to the orders submitted by us must be in the same format. Our terms and conditions of purchase apply exclusively to our orders, including in those cases where the supplier's terms and conditions of sale and delivery contradict our terms and conditions of purchase. Orders may not be assigned to third parties without our consent.

2. Deadlines for delivery and performance

The agreed delivery deadlines are binding. In the event of default of performance we are entitled at our discretion and without setting a grace period to demand subsequent delivery and damages for delayed delivery, or damages in lieu of performance on account of non-fulfilment, or to withdraw from the contract. Acceptance of delayed performance and delivery does not constitute a waiver of any further claims arising from the default. We may withdraw from the contract without setting a grace period even if the supplier is not responsible for the failure to meet the delivery deadline if the urgency of the delivery requires this due to a fixed commitment. Expected delivery delays must be reported in good time. The quantity purchased must be stored for us free of charge until dispatched.

3. Payment terms, prices

- 3.1. Prices include carriage paid to us and include packaging.
- 3.2. Payment will be made via bank transfer or cheque within the agreed terms following receipt of the goods and of a proper and auditable invoice. If no payment term has been agreed the applicable term will be within 14 days with 3% discount or up to 90 days net.
- 3.3. If there is a fault for which the supplier is liable under warranty we shall be entitled to retain payment in proportion to the value of proper fault rectification.

4. Suitability test and quality control

The values ascertained by us on a sample basis in the suitability test determine the quantities, dimensions and weights of a delivery. We are under no obligation to examine deliveries and provide notification of defects or shortages immediately. Deliveries are accepted in accordance with the guidelines on statistical quality control.

5. Freight, packaging and insurance

Unless otherwise agreed in writing goods must be delivered to us with duty and carriage paid including packaging. The supplier bears the shipping risk in all cases.

6. Warranty, defects

- 6.1. The supplier's warranty obligations are based on the statutory regulations unless otherwise stated below. We are entitled at our discretion to demand rectification free of charge or the delivery of goods in perfect condition. In urgent cases and following consultation with the supplier we are entitled to rectify the fault ourselves or have it rectified by a third party or procure a replacement elsewhere, all at the supplier's expense. The same applies if the supplier is in default of meeting its warranty obligations.
- 6.2. The warranty period is 24 months from transfer of risk.
- 6.3. We will notify the supplier without delay of any defects in the delivery once they have been ascertained under the circumstances in the normal course of business. The supplier waives the defence of delayed notification of defects in this regard.

7. Third-party property rights

The supplier is liable for the fact that use of the goods supplied by it do not result in a direct or indirect breach of domestic or foreign property rights, or other rights which do not benefit from special statutory protection and will release us and our customers from all claims arising from this. Furthermore, the supplier is liable for any additional direct or indirect damage which we suffer through a breach of such rights. This does not apply where the supplier produces goods exclusively in accordance with our designs and models and does not know or have to know that producing these goods represents an infringement for the purposes stated above.

8. Production resources

Production resources such as models, patterns, tools, training guides, designs, etc. which are provided by us to the supplier or have been produced by the supplier in accordance with our information may under no circumstances be passed onto third parties or otherwise be transferred for usage or used for third parties. The same applies to the items manufactured using the production resources stated. The supplier is under an obligation to treat our orders and their associated particular details as a trade secret. We must be notified before production starts of any discrepancies which exist between the production resources provided, e.g. between a pattern and a design.

9. Provision of materials

In the event that goods in which we retain title are processed, combined or amalgamated with other goods, we are entitled to co-ownership in the new item at the ratio of the invoice value of the goods in which we retain title to the invoice value of the other goods used. If our ownership ceases to exist through processing, combining or amalgamation then the purchaser assigns to us through this agreement the property and expectant rights in the new asset or item to which the purchaser is entitled at the invoice value of the goods in which we retain title, in the event of processing this will be at the ratio of the invoice value of the other goods used, and will hold it for us in safe custody free of charge. Our rights of co-ownership are deemed goods subject to a retention of title.

10. Safety and environmental protection

- 10.1. Your deliveries and services must comply with the statutory regulations, in particular safety and environmental-protection regulations, including the Ordinance on Hazardous Substances, the Electronics Act and the safety recommendations from the competent German professional bodies or professional associations, e.g. VDE, VDI and DIN. Any applicable credentials, test certificates or other certificates must be supplied with the goods free of charge.
- 10.2. You are under an obligation to determine and comply with the latest directives and laws applicable to your components in terms of restricted substances. You are under an obligation not to use prohibited substances. You must state any substances to be avoided and hazardous substances on the specifications in accordance with the applicable laws and directives. If applicable the safety data sheets must be submitted with the quotes and with the relevant initial delivery with the delivery note (in German or English at a minimum). Information on exceeding restricted substance levels and delivery of prohibited substances must be communicated to us without delay.
- 10.3. You are solely responsible for complying with the accident prevention regulations when delivering goods and providing services. Protective equipment required under these regulations along with any instructions of the manufacturer must also be supplied free of charge.

11. Import and export provisions, customs

- 11.1. Your EU VAT identification number must be provided for deliveries and services which take place from one of the EU countries outside of Germany.
- 11.2. Imported goods must be delivered with duty paid. As part of the Regulation (EC) No. 1207/2001 you are under an obligation to provide any declarations and information requested, to allow inspections by the customs authorities and to submit any official certifications required at your own expense.
- 11.3. You are under an obligation to provide us with detailed written notification of any mandatory permits required for (re)exports under German, European or US export and customs regulations and export and customs regulations for the country of origin for the goods and services.

12. Force majeure

Interruptions of any kind to business operations, employee strikes or lockouts and other causes or events which result in our business operations being restricted or suspended will entitle us to defer fulfilment of the acceptance obligations assumed or to withdraw from the agreement in whole or in part. No claims for damages may be derived from this.

13. Miscellaneous

- 13.1. Unless otherwise agreed or determined mandatorily by law then the law of the Federal Republic of Germany applies exclusively to this agreement.
- 13.2. The supplier may only advertise using this business relationship with prior written consent.
- 13.3. For the purposes of the German Data Protection Act (BDSG) we are entitled to process the data on the supplier related to the business relationship or received in connection with this, irrespective of whether this originates from the supplier personally or from third parties.
- 13.4. The place of fulfilment for all deliveries and services is our company's registered address.
- 13.5. The place of jurisdiction is the court responsible for our company's registered address, however, we are also entitled to bring proceedings before the court responsible at the supplier's registered address.
- 13.6. In the event that individual parts of these General Terms and Conditions of Purchase are ineffective in law this will not affect the effectiveness of the remaining provisions.