

## General Terms and Conditions for Purchases of Goods and Services

These terms and conditions constitute an integral part of all contracts concluded with our suppliers and contractors (hereinafter referred to as "Suppliers") and this applies both in current and in future business relationships. These terms and conditions apply exclusively. Differing, conflicting or supplemental terms and conditions of business appertaining to our suppliers require in every instance our express written approval if they are to become a part of the contract. These terms and conditions apply exclusively in particular even if we, with full knowledge of the differing, conflicting or supplemental conditions of the Supplier, unreservedly accept or pay for a delivery or service from the Supplier.

### 1 Quotation and Conclusion of Contract

- 1.1 Quotations are to be submitted with no binding effect upon us. Supplier shall comply with our inquiry/request for bids with respect to quantities, nature, and execution and in case of deviations shall expressly refer thereto.
- 1.2 Orders and other declarations are binding for us only when we have issued them in writing.
- 1.3 We expect order confirmations in full substantive compliance with our order and no later than 7 days after the date of the order. Any deviations of the order confirmation from our order require our express confirmation in order to become an integral part of the contract.

### 2 Prices

The agreed prices are fixed prices exclusive of value-added tax. They include compensation for all deliveries and services for which Supplier is engaged (including transport costs, insurance, customs, and packing) and are free our plant.

### 3 Subject Matter of the Delivery

- 3.1 Our order shall be controlling for the content, nature, and scope of the delivery or service.
- 3.2 The drawings, descriptions, etc., associated with the order are binding for Supplier; however, it shall examine them for any discrepancies and point out to us any discovered or suspected errors in writing without delay. Supplier shall remain solely responsible for drawings, plans, and calculations prepared by it when they are approved by us.
- 3.3 To the extent no further-reaching requirements are established in the order, Supplier guarantees the goods to be of merchantable quality and, to the extent there are DIN, VDE, VDI or equivalent standards, to deliver them in compliance therewith. Supplier further guarantees to manufacture and to equip the goods in any case such that they satisfy the legal provisions applicable at the place of performance on the day of delivery, in particular provisions concerning technical equipment and machinery, finished work materials and supplies, accident prevention, emissions protection, and workplace safety.
- 3.4 The Supplier undertakes to issue supplier declarations in accordance with the statutory provisions that are valid at the time and to hand over to us, if requested, supporting data, information sheets etc. that may be required for exports. The Supplier is liable for any damages that we incur due to a breach of the aforementioned obligations by the Supplier.

### 4 Provision of material

- 4.1 Supplier shall be liable to us for loss or damage of items provided and shall inform us without delay of a legal or actual impairment of such items.
- 4.2 Materials and substances provided by us shall be processed on our behalf and remain in our ownership in every stage of processing. In the case of processing with other items which do not belong to us, we shall be entitled to co-ownership of the newly produced item in the ratio of the value of the item supplied by us to the value of all items used in the production as well as all expenses of Supplier for the processing. To this extent, Supplier shall also hold the items in safekeeping for us without compensation. The same shall apply if our ownership should be lost through combination or mingling.

### 5 Documents / Manufacturing Means / Secrecy

- 5.1 All work papers provided to Supplier or prepared by it according to our special specifications (for example drawings, samples, models, etc.) and data shall be used by Supplier only for processing the offer and for executing the delivery ordered. It shall hold them in safekeeping with the greatest possible care and protect them from access by third parties. They shall be handed over to us – along with all copies or reproductions – without delay and without being asked after our inquiry has been handled or after execution of the delivery ordered.
- 5.2 The work documents and data shall not be used by Supplier for other purposes, be reproduced, or made available to third parties. To the extent drawings or other documents must be provided to third parties in conjunction with the execution of the order or trade secrets must be communicated to third parties, Supplier shall be responsible for the third party also complying with the above provisions.
- 5.3 Manufacturing means (for example, models, samples, dies, tools, etc.) which are provided to us by Supplier or are produced by it according to our specifications shall not be sold to third parties, pledged, or otherwise transferred or used in any manner for third parties without our written approval. The same applies for objects produced with the aid of such manufacturing means. They shall be delivered only to us unless we have expressly declared in writing that we are in agreement with a different use. After our order has been handled, all manufacturing means which were provided by us or prepared on our account shall be returned to us without being requested. Objects which we developed or further developed in cooperation with Supplier shall be delivered only to us.

### 6 Manufacturing Tests / Final Inspections

- 6.1 We reserve the right to test, during the manufacture and prior to the delivery, the quality of the materials used, dimensional and quantitative precision, and other quality of the parts produced as well as compliance with the other provisions of our order in the plant of Supplier and of its suppliers. The non-personnel costs of manufacturing tests and final inspections shall be borne by Supplier.
- 6.2 The manufacturing tests and final inspections do not relieve Supplier from its obligations with respect to fulfillment and deficiencies.

### 7 Deadlines and Time Limits

- 7.1 The running of the period of time agreed upon for deliveries shall begin with the conclusion of the contract.
- 7.2 The day on which the ordered delivery object and the shipping papers arrive at the place of reception or use specified by us shall be deemed as the day of the delivery.
- 7.3 If it becomes apparent that the delivery date will be exceeded, Supplier shall inform us without delay in writing concerning the grounds and the prospective duration. Notwithstanding that, the exceeding of the delivery period shall trigger the statutory default consequences.
- 7.4 We are not obligated to accept unagreed partial deliveries, excess deliveries, or short deliveries. The values determined by us in the receiving examination are controlling for number of items, dimensions, and weights.
- 7.5 If as of the date provided, Supplier has not delivered, we shall be entitled, after unsuccessful reminder with the setting of an appropriate period of time, to rescind the contract and claim damages of, at our option, either compensation for the damage created or – without

documentation of the damage – 10 % of the agreed price. The right is reserved for Supplier to document that we did not suffer any damages or that we suffered only significantly lower damages.

### 8 Packing / Shipment / Receiving

- 8.1 Supplier shall be responsible for sufficient packing of the delivery object based on what is customary in the industry.
- 8.2 Shipment shall be to the receiving/utilization location specified by us, at which location the risk for the goods also passes to us. Deliveries for which we are to bear freight costs in whole or in part shall be transported to us by the most costeffective type on shipping and at the most favorable freight rates.
- 8.3 Shipment must be in precise compliance with the respective shipping regulations and notice shall be given to us immediately on the day of shipping. A shipping slip without pricing information shall be included with each shipment.
- 8.4 We can refuse to take delivery of the delivery item if an event of force majeure or another circumstance beyond our control, including labor disputes, makes it temporarily impossible or unreasonable for us to take delivery of the delivery item. In such a case, Supplier shall store the delivery item at its own cost and risk.

### 9 Invoices and Payments

- 9.1 Invoices shall be sent to us in duplicate and with our order number and parts numbers given.
- 9.2 We shall make payments to Supplier after receipt of proper goods at the receiving/utilization location specified by us and the receipt of a verifiable invoice. Payment shall be made within 30 days with deduction of 3 % cash discount or within 60 days net.

### 10 Transfer / Offset and Retention

- 10.1 Without our written approval, Supplier is not authorized to transfer its claims against us in whole or in part to third parties.
- 10.2 Claims which are uncontested or which have become res judicata are the only claims Supplier may offset against our claims.
- 10.3 Supplier shall not refuse or hold back his performances as a result of any claims against us resulting from earlier transactions or other transactions of an ongoing business relationship.

### 11 Defects

- 11.1 Supplier make sure that the delivery item has the agreed nature, corresponds to the state of the art, and that there are no circumstances associated with it which eliminate or reduce its value, merchantability or implied fitness for a particular purpose in accordance with the contract. Supplier shall also be liable if the rights of third parties, in particular patents or other industrial property rights are infringed through the delivery or the use of the delivery item.
- 11.2 If the object of the delivery is defective, we shall be entitled to the statutory warranty claims – without restriction – with the provision that the time limit for claims of section 377 of the German Commercial Code (HGB) is at least eight work days. In the case of hidden defects, in particular such defects that do not become apparent until during processing or initial operation of the object of the delivery, the period for complaints shall not begin until their discovery.
- 11.3 The period of limitations for defects of quality and in title shall be based on the statutory provisions.

### 12 Compensation for Damages and Liability

- 12.1 In the event of intent and gross negligence, we are liable to the Supplier for compensatory damages or repayment of expenses, whatever the legal basis may be. In the event of ordinary negligence, we are only liable a) for damages ensuing from injury to life, body or health, b) for damages ensuing from breach of a fundamental contractual obligation (obligation that, if complied with, allows the contract to be duly executed and the contracting party regularly relies on and may rely on compliance therewith); in this case our liability is however limited to compensation for the foreseeable, contract-typical damage. The aforementioned liability limitation does not apply to a liability pursuant to the regulations contained in the Product Liability Act or by virtue of the provision of a guarantee for the existence of a quality. A breach of obligation by our legal representative or vicarious agent equates to a breach of obligation by us. No shift in the burden of proof to the detriment of the Supplier is associated with the aforementioned regulations.
- 12.2 Supplier in the development and manufacture of the object of the delivery shall observe the latest state of the art and all mandatory legal regulations, shall perform a thorough control of function and quality prior to delivery, and shall adequately document all measures taken to fulfill these obligations, preserve such documentation for 15 years, and allow us at any time to inspect the documentation upon request.
- 12.3 In the event a claim for damages should be made against us by a third party due to a product defect. Supplier shall indemnify us from such claims if and to the extent the damages were caused by the raw materials, sub-products supplied by Supplier or by services rendered by Supplier. Within the context of his liability for such cases of damage, the Supplier is also obliged to refund us with any expenses that ensue from or relate to a recall campaign carried out by us. In all other cases, the Supplier's liability pursuant to the statutory provisions remains unaffected. In other respects, Supplier shall be liable in accordance with the statutory provisions.
- 12.4 The Supplier must take out and maintain a product liability insurance policy with an all-inclusive sum insured of at least 15 million Euro per personal/material damage.

### 13 Data Privacy

Supplier agrees to the storage and usage of his data by us that is necessary for the business relationship.

### 14 Final Provisions

- 14.1 Place of performance by Supplier is the place of reception or utilization specified by us.
- 14.2 The courts of Bremen (city of Bremen) shall have jurisdiction and venue for any litigation that may directly or indirectly arise out of our contractual relationship with Supplier, where such jurisdiction and venue shall include, but not be limited to, matters arising from documents, bills of exchange and checks. We shall, however, at our sole discretion, also be entitled to assert claims against Supplier at courts having jurisdiction and venue at its place of domicile.
- 14.3 The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.