

General Terms and Conditions (Version: March 2016)**I. General, Scope**

The following general terms and conditions shall apply exclusively for all business dealings with the supplier. These general terms and conditions shall also apply for any future business between us and the supplier, without the need for a renewed reference to our terms and conditions. They shall also apply even if we do not explicitly refer to them in any future contracts, especially even in cases, in which we accept a delivery or service without reservation in full knowledge of any conflicting or different terms or conditions of the supplier.

II. Offers, offer documents

1. Our orders are only binding if they have been placed in writing, in text form (section 126 b German Civil Code (*BGB*)) or via an electronic data carrier that is suitable for written manifestation of such data (in particular via email). A verbal order by us is only effective, if it has been confirmed by us in the aforementioned form beforehand.
2. Our order may only be accepted by written declaration within 14 days, calculated from the date of receipt by the supplier. After this deadline our order is no longer effective.
3. We retain all rights to any samples, calculations or other documents as well as to all other information that the supplier receives from us or on our account in connection with the preparation and execution of the business relationship and which, according to our instructions or due to the circumstances, is confidential. These may not be made available to third parties or to be used for purposes beyond the production required for our orders without our prior written consent. They are to be returned to us without delay and without a specific request once the order has been completed. They are to be kept confidential vis à vis third parties; in this respect the provision in number X. 3 shall apply additionally.
4. If no further requirements have been set in the order, the good shall be delivered in compliance with merchantable quality and insofar as DIN standards or equivalent standards apply, these shall be taken as a basis.

III. Prices

The price stated in the order shall be binding until the completion of the order. Unless agreed otherwise, the price shall be "fee domicile" shall include packaging as well as transport insurance. We shall only be obliged to return packaging if a separate arrangement has been made with regards to this or if a duty to return the packaging follows from mandatory statutory provisions. If packaging is returned, the supplier shall bear the costs involved.

IV. Invoice, payment

1. We can only process the invoice if it complies with the statutory requirements in particular VAT requirements and states the order number specified in the order. In case of any delays due to incorrect or incomplete invoices, the discount periods shall not be affected.
2. If nothing else has been agreed in the individual case, we shall pay the payment due within 15 days from the complete delivery or service in accordance with the contract and free of any faults and upon receipt of the invoice as per agreement, with a discount of 3% or within 30 days strictly net. Payments to be made by us will only be made to the supplier.
3. We shall be entitled to rights of set-off and rights of retention within the limits of statutory regulations.

V. Terms of delivery

1. The delivery shall take place on the date specified in the purchase contract and shall be made to the point of receipt specified by us. If no delivery date was agreed in the context of the respective contract, the date stated in the order shall be the relevant date.
2. If the supplier realises that he will not be able to deliver on time, then he shall notify us of this immediately in writing. Further rights due to delay are hereby reserved.
3. If the supplier is in delay with his delivery, we shall be entitled to claim liquidated damages caused by delay of 1% of the value of the delivery per week, but no more than 10% of the value of the delivery. The assertion of any further statutory claims for (in particular the right of withdrawal and to damages instead of performance) remains expressly reserved. The supplier shall be entitled to prove to us, that either no damage was caused due to the delay or a significantly lower damage.
4. The supplier may only label, deliver and invoice a good as waste, if we have explicitly agreed to this in the order. In this case the supplier shall expressly state in the delivery note and the invoice that the delivered good is waste.
5. If a safety data sheet exists for the good ordered, the supplier shall send us the up to date safety data sheet electronically together with the delivery of the good.
6. The supplier is aware of his legal duty to provide declarations pursuant to annex II of Directive 2006/42/EC regarding machines in connection with the German 9th regulation pertaining to product safety (*ProdSV*) - or rather any corresponding subsequent regulations: In the case of a delivery of a machine within the meaning of section 2 No. 1 and 2.9 ProdSV the EU conformity declaration pursuant to annex II part 1 section A of Directive 2006/42/EC and in the case of a delivery of an incomplete machine within the meaning of section 2 No. 8 9. ProdSV the installation declaration pursuant to annex II, part 1, section B of Directive 2006/42/EC shall be provided. The supplier will therefore provide us with the respective written declaration due when he delivers a machine or an incomplete machine. The delivery can only be accepted as complete if the respective declaration has also been provided.
7. We care for environmental protection. The supplier shall therefore avoid using disposable material for transport packaging and instead use exchange packaging or recyclable packaging insofar as this is possible. Packaging regulation obligations remain unaffected.

VI. Transfer of risk; documents

1. Unless something else is agreed in writing, the delivery shall be made free of charge.
2. The supplier shall state our exact order number on all dispatch notes and delivery notes. If he fails to do this, we shall not be liable for any delay in processing.

VII. Supplier's obligations in cases of defects

1. The supplier guarantees that goods delivered by him and/or services provided by him are free of defects and comply with our instructions - in particular in the order. The Supplier guarantees in particular that the goods delivered by him are not contaminated with radiation that exceeds the natural and material typical basic radiation of the respective goods. The warranty of the supplier in accordance with sentence 1 also refers to the fact that the respective contractual object shall possess all qualities that we can expect on the basis of the public statements about certain properties of the contractual item made by the supplier, the producer or his vicarious agent, in particular in advertisements or in the labelling of the item.
2. The supplier warrants that all products subject to the order are in his sole ownership and that no third-party rights (such as rights of lien, rights resulting from the assignment of a claim or a conditional sale, etc.) exist.
3. Upon receipt of the goods we review these within a reasonable period of time for any quality and quantity discrepancies. If the supplier receives a complaint within a period of 5 working days from receipt of the goods or in the case of hidden defects from their discovery, the complaint is deemed to have been raised in time.
4. If defective goods are delivered we are entitled, at our choice, to either demand from the supplier to rectify the defects or to deliver new goods. If the supplier is not in a position to remedy the defects or fails to do so after being requested to do so and after having been given

a deadline for rectifying the defect, we shall be entitled to return the goods at the cost and risk of the supplier and to procure the goods elsewhere. We expressly reserve the right to claim damages, in particular the right to claim damages instead of performance.

5. We are entitled to rectify the defects ourselves at the expense of the supplier if, due to particular urgency, it is no longer possible to inform the supplier of the defect and the imminent damage and to set him a, albeit short, deadline to rectify the defect himself.
6. As far as we are liable to our customers on the basis of public statements made by the supplier or his vicarious agent, in particular in advertisements or in the labelling with regard to certain properties of the delivery items pursuant to section 434 paragraph 1 first sentence German Civil Code (*BGB*), the supplier shall keep us indemnified against any expenses arising from and in connection with this liability, unless we made the respective statement of the supplier our own.
7. Notwithstanding section 438 paragraph 1 No. 3 *BGB*, the general limitation period for claims for defects shall be three years from the date of the transfer of risk. If acceptance is agreed, the period of limitation begins with the date of acceptance. With regard to any parts resupplied or repaired by the supplier by way of supplementary performance, the limitation period shall start to run anew unless the value of the part resupplied or repaired in each case is of subordinate significance in relation to the total value of the purchased item.
8. If nothing else has been arranged, our rights in cases of defects shall be determined by the statutory provisions in all other respects.

VIII. Product liability, exemption; liability insurance protection

1. If the supplier is responsible for damage caused due to a defect of a product, he is under an obligation to indemnify us upon first written request against any claims for damages asserted by third parties provided that the cause lies within the supplier's domain and organisational area and the supplier himself is liable vis-à-vis third parties.
2. Within the scope of his liability in the event of damage or loss within the meaning of number 1, the supplier shall also be obliged to reimburse any expenses in accordance with sections 683, 670 *BGB* and in accordance with sections 830, 840, 426 *BGB* arising from or in connection with a recall by us or by our clients. We will inform the supplier with regard to the content and scope of the recall measures to be implemented - as far as possible and reasonable - and give him an opportunity to comment. Any other legal or contractual claims shall remain unaffected.
3. The supplier undertakes to maintain product liability insurance with an – lump sum- amount covered of at least EUR 1,000,000.00 per personal injury or property damage - lump sum; if we are entitled to any further claims for damages they shall remain unaffected.

IX. Property rights

1. The supplier warrants that the goods delivered by him and their utilisation by us do not infringe any third party property rights in the territory of the Federal Republic of Germany. If we informed the supplier before the conclusion of the contract that the goods to be supplied by him shall be used outside of the Federal Republic of Germany in one or more of the countries specified by us in our note, the supplier also guarantees that the goods to be supplied by him and their utilisation by us do not infringe any third party property rights in the territory of the specified countries.
2. If claims are made against us by any third parties due to an infringement of a property right within the meaning of number 1 for which the supplier is responsible, then the supplier is obliged to exempt us from such claims upon first written request. With the consent of the supplier we shall be entitled to make arrangements with the third party, in particular to agree on a settlement.
3. The indemnity obligation of the supplier shall refer to all necessary expenses arising out of or in connection with any such claims made by a third party.

X. Retention of title; provision; tools; confidentiality

1. If we provide parts to the supplier, we reserve our right of ownership of these parts. Any processing or modification done by the supplier shall be made for us. If our reserved goods are processed with other objects not belonging to us, we acquire the co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed objects at the time of the processing.
2. We reserve our ownership rights with regard to any tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier shall insure the goods at his own cost against loss, damage and destruction, in particular against damage caused by fire, water or theft. At the same time the supplier herewith already assigns any claims for compensation from this insurance to us, we herewith accept the assignment. The supplier is obliged to carry out any necessary servicing and inspection works as well as any maintenance and repair work on our tools at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, any claims for damages remain unaffected.
3. The supplier is obliged to keep all contained illustrations, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our explicit written consent. The obligation to maintain confidentiality shall also apply after the execution of this contract and shall cease if and to the extent that the technical knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known without any breach of the confidentiality obligation.
4. As far as the security interests we are entitled to under paragraph 1 exceed the purchasing price of all our goods subject to retention of title that have not yet been paid by more than 10%, we are obliged, upon request by the supplier, to release the security interests, at our choice.

XI. Place of performance, place of jurisdiction, applicable law

1. Place of performance and exclusive jurisdiction for all claims between us and merchants or corporate bodies under public law or special funds under public law shall be Bottrop, unless mandatory statutory provisions provide otherwise. We shall, however, have the right to bring an action against a supplier at his legal venue.
2. The legal relationship between us and the supplier or between us and third parties shall exclusively be governed by the law of the Federal Republic of Germany, as it applies between German merchants. The application of the provisions on the International Sale of Goods (*CISG*; *UN Sales Convention*) shall be expressly excluded.

XII. Final provisions

1. Should individual of the above provisions be or become invalid or excluded by a special agreement, this shall not affect the validity of the other provisions.
2. We store data of our suppliers within the framework of our mutual business relations in accordance with the German Federal Data Protection Act (*Bundesdatenschutzgesetz*).