

**1. Scope:**

Our purchase conditions apply exclusively; we do not accept order confirmations of the supplier that are subject to different conditions even if we do not reject such order confirmation upon its delivery.

Our conditions apply also to all future transactions with the supplier.

**2. Order, Confirmation, Written Form:**

Our orders are only valid when they are made or confirmed in writing. The supplier shall be obligated to accept our orders within one week. Any deviation from our order through the supplier must be approved by us.

**3. Prices, Payment:**

**3.1** The prices are fixed prices and include any ancillary cost. Price increases after the conclusion of a contract are not effective. In the event that the prices are not stated in an order the supplier commits to state them immediately thereafter; these prices become binding as soon as our written confirmation is provided.

**3.2** The payment will be made upon execution of the complete services and delivery of the invoice. The supplier must state the complete order data in the invoice and transmit it in two copies.

**3.3** Unless provided otherwise in a special agreement, payments shall be made within 10 days with 2% cash discount or within 30 days net. The payments shall be effected through bank transfer to the supplier's bank account. A payment shall be deemed effected as of the date to which we mandate our bank to transfer the invoice amount.

**4. Delivery terms:**

The delivery dates indicated by us shall be binding. In the event that the supplier can not adhere to the delivery terms it shall inform us immediately. After granting an additional and appropriate grace period we shall be entitled to withdraw from the contract even if the supplier is not responsible for the delay. In the event of partial deliveries we shall be entitled to retain the supplied part and to withdraw from the remainder of the contract; other rights resulting from a delay shall remain unaffected.

**5. Force Majeure:**

Events of force majeure such as labor disputes, operative disturbances for which we are not responsible, unrest, authoritative measures and other unavoidable events entitle us to withdraw fully or partially from the contract after an additional grace period has fruitlessly elapsed.

**6. Shipment, Passing of Risk - Documents:**

**6.1** Shipments shall be made free to delivery address, unless otherwise stated.

**6.2** The supplier shall be obligated to state the order number on all transport documents and bills of delivery.

**6.3** If there is no other agreement the delivery shall be made to the goods receiving department of the site indicated by us. In the event of a delivery without bill of delivery or to a wrong address we shall be entitled to reject it.

**6.4** Hazardous substances and goods must be packed and identified according to the applicable standards and documented through the corresponding safety data sheets. The hazardous substances classification and/or the note "non hazardous" must be indicated on the bills of delivery.

**7. Delivery quantities:**

The delivery quantities requested by us shall be binding. We have the right to refuse excess, short or partial deliveries.

**8. Quality Assurance Agreement:**

If a quality assurance agreement has been concluded between us and the supplier it shall be binding without limitation. Only in the event of our written approval there shall be the right to deviate from such an agreement.

**9. Warranty:**

**9.1** The supplier warrants that the goods conform with the agreed quality and the legal and statutory provisions for their distribution and use and the state of the art technology. The goods must be free from rights of third parties and shall not infringe any commercial property right.

**9.2** The limitation period amounts to 36 months and commences upon delivery of the supplied goods.

**10. Notification of Defects:**

**10.1** We are obligated to control the goods within an appropriate period for potential discrepancies in terms of quality or quantity. A notification shall be deemed made in due time if it is received by the supplier within 10 days from the delivery of a good or in case of hidden defects immediately upon their detection.

**10.2** We are entitled to all legal defect claim rights without restriction; and in any case we are entitled to request from the supplier to remedy defects or to deliver new goods at our own discretion. We expressly reserve the right in compensation and in particular the right in compensation instead of performance.

**10.3** We are entitled to remedy for defects ourselves at the supplier's costs in cases of imminent danger or special urgency.

**11. Product Liability:**

If the supplier must compensate our damages due to a delivery of defect products it shall also immediately hold us harmless against claims of third parties.

In addition to this the supplier shall be obligated to reimburse us for all costs arising from our actions to prevent additional damages, as for example the costs for amendments or recall actions.

**12. Tools, Drawings, Documents**

All tools, drawings or other documents provided to the supplier remain our property and may only be made accessible to third parties with our written consent.

Without that consent these elements may neither be used for own purposes of the supplier nor for the purposes of third parties.

Upon the execution of an order or upon our request to do so these provided elements must immediately be sent back to us at the supplier's expense. The supplier has no right in retention.

**13. Assignment**

The supplier may assign the rights from this contract to third parties only with our written approval.

**14. Final Provisions**

**14.1** Place of execution for the performances of the supplier is the supplier site stated in the order.

**14.2. Secrecy**

The supplier shall be obligated to treat all information secretly which it receives in the context of this business relationship.

**14.3** Place of jurisdiction is 87435 Kempten/Allgäu, inasmuch as this is admissible by law.

**14.4** This contract is governed by German law exclusively.