

I. Applicability

These general terms of purchase are components of all contracts - including those concluded in the future - with Suppliers or other contractors (hereinafter "Supplier"), even if not specifically referred to.

They are applicable to all contracts exclusively, even if Suppliers, especially when accepting an order or giving acknowledgement of an order, refer to their own general terms of sale, unless we explicitly agree in writing.

II. Orders

1. Orders, calls etc. as well as their modifications and supplements must be in writing. Oral orders and orders by telephone are only binding if we confirm them in written form.

2. Drawings, including margins of tolerance, are binding. With the acceptance of an offer, the Supplier acknowledges to be fully informed about the type and scope of performance expected by him. In case of evident mistakes, scribal and arithmetic errors in our documents, drawings and concepts, we are not bound. The Supplier undertakes to inform us about such mistakes to put us in a position to correct and renew our order. This shall also be applicable in case of missing documents or drawings.

3. We shall be bound by our order for two weeks. Within this time the order has to be accepted.

III. Delivery Date

1. Arranged delivery dates and times are binding. They will be calculated from the date of the order. Incoming goods have to arrive at the reception point determined by us within this delivery time or at the date of delivery. The Supplier undertakes to inform us immediately, if delivery is expected to be delayed.

2. In case the delivery is delayed, statutory law will be applicable. Unreserved acceptance of delayed deliveries or performances does not constitute any waiver of our rights.

3. We shall not be obliged to accept goods before the date of delivery.

4. Partial deliveries and performances are inadmissible.

IV. Delivery/ Passing of risk/ Packaging

1. Delivery shall be on Suppliers costs to our predetermined reception point (DDP according to INCOTERMS 2000). If, exceptionally, freight charges are to be borne by us, the Supplier undertakes to choose the mode of transportation and delivery required by us, else the mode of transportation and delivery which generates the lowest cost.

2. The risk passes to us by acceptance of the goods at our reception point.

3. Prices shall include packaging. If, exceptionally, agreed upon otherwise, we will only pay cost price for the packaging. The Supplier has to choose the packaging predetermined by us and to provide for damage protection. Any return of packaging will be at Suppliers cost and risk. Returned packaging has to be credited to us with two-thirds of the invoiced price.

V. Documents

1. All invoices, delivery notes and packing lists are to be added in duplicate. These documents have to inform about the

- number of order
- quantity and unit of quantity
- article description according to our article number
- remaining quantity in case of partial deliveries.

2. In case of consignment a separate notification of dispatch has to be given at the date of dispatch.

VI. Prices

If the Supplier does not reduce his prices in general, arranged prices shall be fixed prices. Prices shall include complete deliveries and performances and turnover tax. Additional claims shall be inadmissible. If in the course of performance additional work not included in the original order becomes necessary, the Supplier undertakes to inform us immediately. Additional costs will not be borne by us without our prior consent in writing. In case the agreed upon quantities are exceeded or fall short, the Supplier shall not be entitled to increase prices per unit.

VII. Invoice/ Payment

Each order is to be invoiced separately. Payment by us will be dependant on the prior delivery or performance free of defects and reception of the invoice. In case of partial deliveries this shall be applicable mutatis mutandis. We will deduct a cash discount of 2 % for payment within 14 Days. Payments within 30 days will be net cash. Delays because of false or incomplete invoices do not hinder cash discounts or influence terms of payment.

VIII. Defects/ Notification of Defects

1. The Supplier shall be responsible for a delivery, including presentation and labeling, free of defects. The Supplier undertakes to execute our order with professional care and according to the respective technical standards.

2. Statutory claims based on defects shall apply in case of defects. In case of imminent danger or great urgency we are entitled to remedy defects ourselves or to mandate a third party with the remedy at the Suppliers expense.

3. We undertake to inspect deliveries for defects in quality and in quantity in due time. Notification of an evident defect will be on time if sent off within 5 working days and subsequent reception of the notification by the Supplier. Notification of a hidden defect will be on time if sent off within 5 working days after detection of the defect and subsequent reception of the notification by the Supplier.

4. Our claims based on defects shall become statute-barred after 3 years. The limitation period begins to run at the date of passing of risk. In case of delivery in lieu of the defect good (*Nacherfüllung*) the period of limitation begins to run again respectively.

IX. Manufacturer's Liability/ Property Rights/ Insurance

1. If, in case of product defects the Supplier is responsible for, a third party asserts a claim, the Supplier undertakes to indemnify us from liability and costs of defense on first demand.

2. If in case of a product defect pursuant to Para. 1 we have to arrange a revocation of products (*Rückrufaktion*), the Supplier undertakes to compensate all expenses associated with the revocation. Our statutory rights shall remain unaffected. We undertake to inform the Supplier, as soon as reasonably feasible, about the mode and extent of the revocation and to give him the opportunity to comment.

3. It is the Suppliers liability that his delivery and its use according to the terms of contract does not injure third party's industrial property rights. He undertakes to indemnify us and our customers from injured third party's claims and associated expenses on first demand. If the Supplier produces delivered goods after our drafts, models or equal descriptions or commands and does not know and is unable to know that a third party's industrial property rights are injured, he shall not be liable. We undertake to refrain from any agreement with respect to third party's industrial property rights without the Suppliers approval. Claims for indemnity shall become statute-barred after 3 years from the date of our knowledge of assertion of a third party's claim but latest after 10 years after delivery.

4. The Supplier undertakes to conclude and sustain adequate product liability insurance with a coverage limit of no less than 10 million € for a single case of personal injury/ material damage. Our statutory rights shall remain unaffected.

X. Force Majeure Clause

War, civil war, restriction of export and trade as result of change in political circumstances as well as strike, lock out, disruption of business and similar events that frustrate the contract or render its performance unreasonable are to be considered as Force Majeure. We are not obliged to perform if and as long they exist. The parties undertake to mutually inform each other about occurrence of Force Majeure and to adapt their obligations to the new situation in accordance with the principles of good faith.

XI. Confidentiality/ Information/ Provides Goods

1. All drafts, tools, examples, models, brands, formats etc. provided (hereinafter "Information"), provided material as well as other commercial and technical details associated to our order are to be kept strictly confidential. Any third party access to them is inadmissible without our explicit prior permission in writing. This clause shall not be applicable for public knowledge or information that became publicly known without violation of the contract.

2. All rights to Information are reserved including, but not limited to, copyrights. Information remain our property. Copying of Information is inadmissible without our explicit prior permission in writing. All copies will pass into our property.

3. Provided material, components, containers, packages, tools, finished and semifinished products etc. (hereinafter "Provided Goods") will remain in our property. Processing or assembly of Provided Goods will be on our account. We acquire pro rata property at the rate of the Provided Goods to the finished product.

4. The Supplier undertakes to store Information and Provided Goods free of charge. He undertakes to return these immediately after conclusion or refusal of an order without any explicit demand by us being necessary. The Supplier will not have any right of retention with respect to the Information or Provided Goods.

XII. Limitation of Liability

Any claims for damages against us based on simple negligence of our representatives, employees or other personnel deployed in fulfillment of our obligations shall be excluded, provided that no material contractual obligations are broken and that damages do not result from injury of life, body or health. In case material contractual obligations are not being met because of simple negligence, claims for damages are limited to the typical damage foreseeable to us at the time of conclusion of the contract. The Supplier undertakes to indemnify us from claims for damages for which he is liable.

XIII. Miscellaneous

1. If any of the clauses of these general conditions of purchase is or becomes void, partially or in its entirety, this shall not affect the effectiveness of the rest of the clause or other clauses.

2. The contract shall be governed by German Law.

3. Place of delivery and performance shall be at our reception point. Place of payment shall be Berlin.

4. The place of jurisdiction shall be Berlin. We retain the right to file actions against the Supplier at his forum domicilii.