

§ 1 General - Scope of Application

(1) Our Conditions of Purchase shall apply exclusively; we shall not recognise any conditions of the Supplier which are contrary to or deviate from our Conditions of Purchase, unless we had explicitly agreed to their being valid. Our Conditions of Purchase shall also apply if we accept the delivery from the Supplier without reservations, being aware of any Purchaser's Conditions of Purchase which are contrary to or deviating from ours.

(2) All agreements which are made between us and the Supplier regarding the performance of this contract shall be stipulated in this Contract in writing.

(3) Our Conditions of Purchase shall only apply for entrepreneurs within the meaning of § 310 sect. 1 BGB (German Civil Code).

(4) Our Conditions of Purchase shall also apply to all future business transactions with the Supplier.

§ 2 Offer – quotation documents

(1) The Supplier shall be obligated to accept our order within a period of 2 weeks.

(2) We reserve the right of ownership and copyrights to illustrations, drawings, calculations and other documents. They shall not be disclosed to third parties without our explicit written consent. They shall be used exclusively for production on the basis of our order; after completion of the order, they are to be returned to us without this being requested specifically. They shall be kept confidential versus third parties; to this effect, the stipulation of § 9 sect. (5) shall apply additionally.

§ 3 Prices - Terms of payment

(1) The price shown in the purchase order shall be binding. Failing other written agreements, the price shall include delivery "franco domicile", packaging included. Return of the packaging requires special agreement.

(2) The statutory value-added tax is included in the price.

(3) We shall only be able to process invoices if these contain the order number shown in our order, in accordance with the order specifications; the Supplier shall be held responsible for all consequences arising from non-compliance with this provision unless he furnishes proof of his not being at fault.

(4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated as of the date of delivery and receipt of invoice, less 2% discount, or net within 30 days after receipt of the invoice.

(5) We shall be entitled to set-off and retention rights within the legal scope.

§ 4 Delivery Period

(1) The delivery period shown in the order shall be binding.

(2) The Supplier shall be obligated to inform us immediately in writing if circumstances occur or become apparent which result in the agreed delivery period not being complied with.

(3) In case of default in delivery, we shall be entitled to the claims provided by law. We shall especially be entitled to request damages instead of the performance in case a reasonable period of time has elapsed in vain. If we claim damages, the Supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

§ 5 Transfer of risk – documents

(1) Unless otherwise specified in writing, the delivery shall be effected franco domicile.

(2) The Supplier shall be obligated to state our precise order number on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for delays in processing.

§ 6 Investigation of defects - liability for defects

(1) We shall be obligated to inspect the goods within a reasonable period of time for any deviations in quality and quantity; the complaint shall be considered as in due time if it is received by the Supplier within a period of 3 working days from receipt of the goods or, in the case of hidden defects, from the date of discovery.

(2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the Supplier remedy the defect or deliver a new item at our discretion. The right to damages, in particular to damages instead of performance, shall be reserved explicitly.

(3) We shall be entitled to remedy the defect ourselves at the Supplier's expense if the Supplier is in default with subsequent performance.

(4) The limitation period shall be 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 445b, 478 sect. 2 BGB (German Civil Code) apply.

(5) The other mandatory provisions of delivery recourse shall remain unaffected.

§ 7 Product liability - indemnity - liability insurance cover

(1) To the extent that the Supplier is responsible for damage to the products, he shall be obligated to hold us harmless from third-party claims for damages at first request to the extent that the defect has been caused under his scope of control and in his organisational sphere and if he is himself liable in his relationships to third parties.

Conditions of Purchase of NABU-Oberflächentechnik GmbH - valid as of 1 July 2018

(2) Within the scope of his own liability for cases of damage within the meaning of sect. 1 above, the Supplier shall also be obligated to refund us any expenses in acc. with §§ 683, 670 BGB and in acc. with §§ 830, 840, 426 BGB which may be due to or result in relation to a recall action lawfully performed by us. We will inform the Supplier - as far as possible and reasonable - about the content and scope of such a recall measure in advance and provide him with the opportunity to comment.

(3) The necessary notification of the respective competent authority in accordance with the provisions of the ProdSG (German Product Safety Act) shall be undertaken by us in consultation with the Supplier.

(4) The Supplier undertakes to take out a product liability insurance with a coverage of € 10 million - lump sum - per personal injury / damage to property; to the extent that we are entitled to further claims for damages, these shall remain unaffected.

§ 8 Intellectual property rights

(1) The Supplier shall be responsible for not infringing upon any third-party rights in conjunction with his delivery, within and outside of the Federal Republic of Germany.

(2) If claims are asserted against us to this extent by a third party, the Supplier shall be entitled to hold us harmless against such claims at first written demand.

(3) In the case of claims for damages by the third party, the Supplier reserves the right to prove that he was not at fault for the infringement of the third-party rights. We shall not be entitled to make any agreements with the third party - without the consent of the Supplier - in particular to conclude a settlement.

(3) The Supplier's obligation to indemnify shall apply to all expenses necessarily incurred by us from or in connection with claims asserted by a third party, unless the Supplier proves that he is not responsible for the breach of duty underlying the infringement of intellectual property rights.

(4) The limitation period for these claims shall be three years, beginning with the passing of risk.

§ 9 Retention of title - Provision of materials - Tools - Secrecy

(1) If we provide parts to the Supplier, we reserve the right of ownership to these. Processing or transformation by the Supplier shall be performed for our account. If our reserved commodity is processed together with other items which are not our property, we shall acquire the co-ownership of the new commodity on a pro-rata basis of the value of the commodity pertaining to us (purchase price plus value-added tax) to the other processed items at the time of processing.

(2) If the item provided by us is inseparably compounded with other items which are not our property, we shall acquire the co-ownership of the

new commodity on a pro-rata basis of the value of the reserved property (purchase price plus value-added tax) to the other compounded items at the time of compounding. If compounding is effected in a way that the Supplier's property shall be considered as the main item, it shall be considered as agreed that the Supplier assigns us co-ownership on a pro-rata basis; the Supplier shall retain sole ownership or co-ownership for us.

(3) We reserve the right to tools; the Supplier shall be obligated to use the tools exclusively for the production of the goods ordered by us. The Supplier shall be obligated to insure the tools pertaining to us at his charge for their value when new against damage due to fire, water and theft. At the same time, the Supplier assigns right now all claims to indemnification from this insurance to us; we hereby accept this assignment. The Supplier shall be obligated to perform in time on our tools all maintenance and inspection work which may be required as well as all servicing and repair work at his own charge. He shall be required to notify us immediately about any incidents; in case of culpable omission, this shall not affect any claims to damages.

(4) The Supplier shall be obligated to keep all the illustrations, drawings, calculations and other documents and information as strictly confidential. They may only be disclosed to third parties with our explicit approval. This obligation of secrecy shall also continue after termination of this contract; it shall expire if and to the extent that the production know-how contained in the illustrations, drawings, calculations and other documents made available can be proved to be in the public domain or known to the Supplier already at the time of notification within the meaning of sentence 1.

(5) To the extent that the security interests to which we are entitled in acc. with sect. (1) and/or sect. (2) above exceed the purchase price of all our reserved goods payment of which is still outstanding by over 10%, we shall be obligated to release the security interests at our choice at the Suppliers' request.

§ 10 Legal venue – Place of fulfilment

(1) To the extent that the Supplier is a merchant, our registered offices shall be legal venue; we shall however also be entitled to sue the Supplier before the court at his/her place of residence.

(2) To the extent that nothing different results from the order, our registered offices shall be the place of performance.

