

## General Terms and Conditions of Purchase

### Article 1. General

Any contract for the purchase of goods and other services (hereinafter collectively referred as "Deliveries") by us from Supplier shall be governed exclusively by our General Terms and Conditions of Purchase ("Purchase Terms") laid down below. Our Purchase Terms shall also apply to any future contracts of a similar nature between us and Supplier. We hereby expressly object to Supplier's general terms and conditions of sale, if any, or other terms and conditions of Supplier. Such terms shall not be binding upon us even if we fail to expressly contradict them on the occasion of any future contract.

### Article 2. Ordering

1. If Supplier fails to acknowledge our purchase order within five working days of receipt, we are entitled to revoke our purchase order.

2. We expect to receive an acknowledgement of order in writing.

3. Our order number and our article number must be mentioned in all correspondence and/or forms related to the relevant order. The only quantities and prices effective are those specified in our purchase order.

4. In the event that we refer to your article number in the purchase order, this is only for ease of reference and does not imply consent on our part with regard to any variations from our purchase order. Only the prices specified in our purchase order shall apply.

### Article 3. Small Order Surcharge

We do not accept a small order surcharge. If the minimum purchase order value is not reached, Supplier shall inform us so that we can decide whether or not to increase the quantity ordered by us.

### Article 4. Transport Insurance

Goods intended for delivery to us must be covered by transport insurance. We therefore shall not in any event pay any additional liability insurance premiums or transport insurance premiums.

### Article 5. ROHS Compliance

We only accept goods that are ROHS compliant. If any articles that we have ordered are not ROHS compliant, Supplier shall notify us thereof immediately after receipt of such purchase order so that we can decide whether or not to release the relevant purchase order notwithstanding such non-compliance; this, however, is an exception rather than the rule.

### Article 6. Software

1. Where the Deliveries include software, Supplier shall provide us with the related documentation in German, and we shall have the right to use such documentation to the extent permitted by law.

2. Among other things, we shall be entitled to use the software to the extent necessary in connection with the agreed use of the product and to make a backup copy even without express consent.

### Article 7. Delivery

1. All goods ordered shall be delivered postage prepaid (DDP in accordance with Incoterms 2010). Supplier is responsible for accidental loss or damage of the goods until the goods are taken over by us or our agent at the agreed location.

2. Deliveries shall be made on or before the agreed delivery date. Compliance with the agreed delivery date shall be of the essence in respect of the Supplier's performance of its obligations under the contract. The delivery date shall be deemed to have been met if the goods have been delivered to the agreed delivery address not later than on the last day of the agreed delivery period.

3. If Supplier has cause to believe that delivery may be delayed in whole or in part, Supplier shall notify us as soon as reasonably possible in writing indicating the reasons for such delay as well as the anticipated duration of the delay. Supplier's obligation to compensate us for any damage caused by the delay in performance shall not be affected thereby.



## **Article 8. Pricing and Payment**

1. All prices are inclusive of transport and packaging.
2. Payments shall be made by bank transfer or by set-off against counterclaims or by cheque.
3. The discount period is counted from the date on which we receive the invoice, the goods having reached our premises. We reserve the right to check the invoice before proceeding with payment.

## **Article 9. Assignment of Claims**

Claims against us must not be assigned to other parties except with our explicit consent. If, owing to exceptional circumstances, an extended reservation of ownership is agreed, such prohibition of assignment shall not apply to assignments made under the extended reservation of ownership.

## **Article 10. Claims for Defects**

1. In case of defects we are entitled to the remedies provided by law.
2. Claims for defects shall become statute-barred after the expiration of 36 months unless the law provides longer limitation periods in cases of fraudulent intent or where an item has been integrated into a building in accordance with the intended use of that item. In those cases the legal limitation period shall apply.
3. Supplier shall be responsible for any additional costs incurred by us as a result of non-compliant delivery, including without limitation costs of transport, travel, labour or materials or costs for incoming goods inspection going beyond the usual scope of such inspection.

## **Article 11. Confidentiality**

1. Supplier shall not disclose to third parties any of the information made available by us to Supplier, including without limitation drawings, samples, references to our customers and their requirements, etc. Such information is part of our trade and business secrets. The obligation of confidentiality does not extend to information already in the possession of Supplier prior to our business

relationship, or information that has been rightfully obtained by Supplier from a third party without breach of any confidentiality agreement, or information that is in the public domain or has come to the public domain through no fault of Supplier

2. If Supplier violates its duties laid down in paragraphs 1 and 2 of this Article XI, Supplier shall hold harmless and indemnify us for any damage incurred, without prejudice to any other rights we may have, including without limitation injunctive relief.

## **Article 12. Contractual Penalties**

Notwithstanding anything to the contrary in Section 341 para. 3 of the German Civil Code (BGB), we shall not be obliged to reserve the right to claim contractual penalties upon acceptance of the goods in the event that Supplier owes us contractual penalties. We shall be entitled to delay claiming of such contractual penalties until the invoice is paid.

## **Article 13. Place of Performance and Jurisdiction**

1. Our domicile shall be the place of performance for all obligations arising from the contractual relationship.
2. Bielefeld (Germany) shall be the place of jurisdiction including in case of claims for bills of exchange and cheques. We shall also be entitled to take legal action against Supplier at Supplier's place of jurisdiction.

## **Article 14. Governing Law**

This Agreement shall be governed by and construed exclusively in accordance with German law like any agreement made between two parties incorporated in Germany. The German conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

**–Revised: December 2011**

