

## General purchase terms

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### I. General - Scope

1. Our purchase terms are exclusively valid; we do not respect conditions of the supplier standing contrary or differing from our purchase terms unless we would have agreed to their validity particularly in writing. Our purchase conditions are even valid, too, when we accept the delivery of the supplier unconditionally in knowledge of conditions of the supplier standing contrary or deviating from our purchase conditions.
2. The correspondence has to be led with the existing purchasing department. Arrangements with other departments require the express formal confirmation by the ordering purchasing department at their liability.
3. Our purchase terms are valid only to contractors.

### II. Offer documents - Offer

1. The supplier is obliged to accept our order within a period of 2 weeks as of admission.
2. We reserve property and copyrights at illustrations, drawings, rights and other documents; they must not be made accessible to third parties without our express written consent. They have to be used exclusively for production due to our order; they must be given back to us immediately after carrying out of the order without being asked or on our request. They must be kept secret to third parties, in this respect the regulation of IX, para. 3, is supplementary.

### III. Prices - Terms of payment

1. The price expelled in the order is definite. As far as not agreed differently the price includes delivery "free domicile" and the proper packing. The return of the packing requires a special agreement.
2. The supplier pays all customs, taxes, charges and costs of an import on occasion of an order, accumulating possibly.
3. Prices are to be seen plus legal value added tax.
4. We only can process invoices if they indicate the order number reported there according to the specifications in our order; the supplier is responsible for all consequences arising because of non-compliance of this obligation as far as he does not prove that he is not responsible for these.
5. We make payment within 14 days on receipt of delivery and invoice with 3% discount, within 30 days, on receipt of delivery and invoice with 2% discount or within 90 days on receipt of delivery and invoice net value provided that nothing else is agreed in writing.
6. Rights on compensation and on retention are entitled to us on a legal scale.

### IV. Delivery

1. The delivery time indicated in the order is obligatory. If a delivery time slot is indicated in the order, then the supplier is informed about the delivery date within 2 weeks before the delivery date in the delivery time slot.
2. The supplier is obliged to advise us immediately in writing, if circumstances arises or gets recognizable to him, resulting in that the declared delivery time cannot be met. The delivery time agreed on is not extended by this information.
3. In the case of the delay in delivery the legal claims are entitled to us. We particularly are authorized to require compensation instead of the service and resignation after a fruitless expiry of an adequate period. If we demand compensation the right is entitled to the supplier, to prove that he is not responsible for the breach of duty.
4. Early deliveries or partial deliveries may be carried out only with our written consent.
5. We conclude and pay the transport insurance.

### V. Danger transition - Documents

1. The delivery must be carried out "free domicile" provided that nothing else is agreed to in writing.
2. The supplier is obliged to indicate our order number exactly on all transportation documents and delivery notes; if he refrains from it, then we are not responsible for delays in the processing.

### VI. Defect analysis – Liability for defects

1. We will check the goods for possible obvious quality and quantity deviations within an adequate period; the objection is punctual provided that the supplier receives it within a period of 10 working

days, calculated as of receipt of goods or at hidden defects as of discovery.

2. The legal claims for defects are unabridged entitled to us; in every case we are authorized to ask removal of defects or delivery of a new item of the supplier according to our choice. The right to compensation, in particular on compensation instead of the service, remains reserved explicitly.
3. We are authorized to carry out the removal of defects by ourselves at the expense of the supplier in case of imminent danger or special urgent neediness.
4. The limitation period is 36 months, calculated as of danger transition. This is not valid as far as the law provides longer periods.
5. Our payment does not mean that we acknowledge the delivery being in accordance with the contract or fault-free.
6. Our consent to technical documents and/or calculations of the supplier does not touch the liability for defects.

### VII. Product liability – Third party liability insurance coverage

1. The supplier will exempt us from a possible product liability as far as he is responsible for the defect triggering the liability.
2. The supplier obliges himself to operate a comprehensive general and product liability with a sum insured of € 10 million per persons-harm/damage to property - flat - during the duration of this contract, i.e. until the respective expiry of the defect prescription.

### VIII. Industrial property right and patents

1. The supplier is responsible for no rights of third parties being violated in conjunction with his delivery.
2. If rights of third parties are violated in conjunction with the delivery of the supplier and we are claimed against by a third party because of this, the supplier is obliged to exempt us from these claims on first request in writing; we are not authorized - without the supplier's consent - to reach any agreements with the third party, in particular to complete a settlement.
3. The exemption duty of the supplier refers to all applications which are necessarily caused for us from or in conjunction with the demands by a third party.
4. The limitation period is 10 years, calculated as of contract end.

### IX. Title retention - Nondisclosure

1. Substances and parts provided by us remain our property. These may be used only as agreed. The processing of substances and the assembly of parts is carried out for us. It is agreed that, proportionally worth the value of the provision of material to the value of the complete product, we are joint owner of the products produced under use of our substances and parts, which are kept safe in this respect by the supplier for us.
2. We reserve the property for us at tools and/or models belonging to us. The supplier is obliged to use tools and/or models belonging to us exclusively for the production of the goods ordered by us.
3. The supplier is obliged to keep all received illustrations, drawings, calculations and other documents and information strictly confidential. They may be disclosed to third parties only with our express consent. The duty to observe secrecy is valid also after processing of this contract; it expires if and as far as the production knowledge contained in the left illustrations, drawings, calculations and other documents has been confessed generally.
4. In the case of the sourced out production the reservation of title becomes effective. Until the fulfillment of all demands which are entitled to us for every legal justification against the order recipient and if necessary his affiliated companies now or in future we remain owners of the product.

### X. Endangering the fulfillment and force majeure

1. If the economic situation of the supplier deteriorates during the running time of the order in a way which seriously endangers the fulfillment of the contract, if he suspends his payments (also temporarily) or the insolvency or a judicial or extrajudicial legal composition proceedings is applied, we are authorized so to step down from the not fulfilled part of the contract. We are entitled to the complete resignation as far as we are not interested in the partly fulfillment.
2. Force majeure and other detaining, unforeseeable, and unusual events which are not avoidable by the care of a proper merchant free us from the absorption of the ordered delivery.

### XI. Foreign trade legislation and supplier details

1. The supplier has to give the following indications in offers and

order confirmations: indication whether the delivery item is requiring an export license and the appropriate list item number according to German exportation law; indication of a possible recording of his product according to the US-CCL and the corresponding list number; indication whether the ordered goods is requiring an export license according to the valid EC-Dual-Use-Act and the corresponding list item number; commodity code; country of origin of the product. In case the required export permission, if necessary, is not assigned to us we explicitly reserve the resignation of the contract for us.

2. Existing substance prohibitions which arise from legal norms have to be fulfilled by the supplier.

3. The supplier is obliged to declare the substances contained in his products to us (with naming the associated CAS numbers and weight shares in the homogeneous hydrogen), as far as these substances are listed in one of the following legal norms:

-Chemical Prohibition Act (implementation of RL 76/769/EWG and corresponding modifications)

-End Vehicle Act (implementation of RL 2000/53/EG)

-Electro and Electronic Devices Law (implementation of RL 2002/95/EG and RL 2002/96/EG)

-FCKW-Halon-Prohibition-Act (implementation of act (EG) 2037/2000)

-Ceramic Fiber Act (Issue February 2005: in preparation)

4. The supplier must confirm the source (/origin) of the product to us with attention of the legal regulations; among others through suppliers or origin declaration or EUR1. The supplier/manufacturer has to indicate in the supplier declaration the original character of his goods according to the valid origin rules of the country of destination, which we disclose to him.

#### **XII. Technical documentation**

1. The delivery of the technical documentation and all demanded protocols must be part of the main delivery, if not agreed differently.

2. The delivery of the technical documentation is carried out as written documentation and as a CD, if not agreed differently.

3. The technical documentation must be developed according to the EC machinery directive and comply with all recognized rules of technology.

4. The operating manual must be generated according to DIN ISO 62079.

#### **XIII. Software**

1. Software is provided to us on commercial data carriers in a machine-readable code together with the user documentation.

In addition the source code with manufacturer documentation must be provided to us for software developed individually for us. Copies of source code and manufacturer information must be submitted to us at acceptance and must comply with the program issue at completion of the test phase.

3. Measures processed to the software on the basis of the defect liability must be added immediately to the source code and the manufacturer documentation by the supplier, a copy of the respectively updated issue must be provided immediately.

#### **XIV. Rights of utilization**

1. On software developed for us or on parts of it and at all other service results we purchase irrevocably an exclusive, from the point of view of time and location unrestricted right, including every known kind of utilization, on reworking, copy, change, expansion and grant of simple rights of utilization to third parties as far as restriction does not yield from the following paragraphs.

2. If rights of third parties of services from received extrinsic programs or other extrinsic service results stand contrary to the purchase of a right of utilization according to the previous paragraph, the extent of our utilization rights must be stipulated in the contract correspondingly.

3. The supplier remains authorized to use related standard programs, program modules, tools and know-how brought in by him in the field of acquirement of the service results, also for orders from third parties furthermore. A copy, processing or other use of the service results worked out for us and solutions whole or in parts is not allowed to the supplier.

4. The supplier is only entitled to the publication of service results of every type - also in parts - made for us according to consent of the client.

#### **XV. Data privacy protection**

1. Personal data have to be processed by the supplier considering the legal regulations.

2. Personal data are stored by us considering the legal regulations.

#### **XVI. Passage concerning environment**

1. The supplier obliges himself to render his services under constant compliance with the appropriate environmental protection legal regulations and norms as well as the state of the art.

2. Furthermore the supplier pays attention to an environmentally harmless service provision (if necessary in the context of the economically acceptable one) in accordance with recycling economy/waste act (KrW-AbG). This covers the selection of environment friendly and recycling capable materials, constructions with a lower emission, lower pollution, dismantling and retreat friendly as well as energy and resource economizing solutions.

#### **XVII. Place of jurisdiction – Place of performance – Applicable right**

1. Place of jurisdiction is at our business address. We reserve for us bringing a suit at the place of jurisdiction of the supplier.

2. Provided that nothing else arises from the order the receiving place indicated in the order, alternatively our business address, is place of jurisdiction.

3. The right of the Federal Republic of Germany is valid under exclusion of the conflicting rules and the convention of the United Nations about the international commercial sale (CISG).

#### **XVIII. Miscellaneous**

1. If single terms of these terms and conditions or the contract concluded between us and the supplier should completely or partly be or get ineffective, the other conditions of it remain untouched.

We are only freed of the duty to the tax deduction according to § 48 b. para. 1 EStG, if the supplier presents us an exemption certificate of the tax office responsible for him, which is valid and denominated in his name. A copy of the presentation of the exemption certificate is sufficient, as far as the exemption certificate has not been assigned to order.