

1. Scope of application
 - Our goods are only purchased on the basis of these General Purchasing Conditions. These also apply to all our future deliveries, services and offers of the partner, even if they are not agreed again separately.
 - The General Terms and Conditions of the partner, which are not expressly acknowledged by us, do not apply.
2. Offer and conclusion of contract
 - If the partner does not accept our order within one week of receipt, we are entitled to cancel the order.
 - We can request changes to the delivery item within the scope of the reasonableness for the partner. In doing so, the effects, in particular with regard to the additional and reduced costs as well as the delivery dates, shall be regulated by appropriate agreement.
3. Prices and payment
 - Unless agreed otherwise, the agreed prices are free of charge in euros, including postage, insurance, freight, tolls, packaging, customs duties and other charges, but excluding VAT.
 - Unless otherwise agreed, we shall pay a discount of 3% and within 60 days net, up to 30 days after delivery and receipt of the proper and verifiable invoice. The relevant payment period is the later date.
 - The discount period generally begins with the day of the invoice receipt.
 - In case of faulty delivery or in case of partial delivery delay, we are entitled to withhold our payments pro rata to the proper fulfillment.
 - The partner is not entitled, without our prior written consent, to assign his claim against us or to have it brought in by a third party.
 - If, after conclusion of the contract, we become aware of the fact that our claim is jeopardized by a lack of the partner's ability to perform, we can refuse the payment and determine a reasonable period for the partner in which he has to deliver against payment or to provide security. In case of refusal of the partner or unsuccessful deadline, we are entitled to rescind the contract and demand compensation.
4. Place of delivery
 - Unless otherwise agreed, the partner provides "free house". The risk is transferred to us when the partner has inserted the goods into our goods receipt or, at our option, into our warehouse.
 - Part deliveries are only permitted by special agreement.
5. Delivery time and delay
 - All agreed dates are fixed dates. If the supplier is in arrears with the delivery, we shall be entitled to withdraw from the contract or to make a purchase of the purchase without prior notice. Any further damages claims remain unaffected.
 - In the event of default, the parties agree on the following lump-sum damages:

The supplier pays us a lump sum compensation of 0.5% of the order value of the delayed goods delivered per calendar day of delay, but a maximum of 5% of the total order value. Any further claims for damages shall be charged to the lump sum damages. Damage rescheduling shall be void or reduced as far as the supplier can prove that no damage or less damage has occurred.
6. Retention of title
 - The supplier is entitled to ownership of the goods delivered by him until full payment of the agreed purchase price or work wage (simple reservation of title). However, we are entitled, at any time, to process the goods within the framework of the regular business operations or to sell them to third parties.
 - We are entitled to withdraw from the contract if the insolvency proceedings against the partner's assets are filed.
7. Warranty
 - The partner guarantees the delivery of completely defect-free products, in particular does he guarantee the full functionality as well as the presence of the agreed properties of the parts manufactured and supplied by the partner. The specification and delivery or their adherence is guaranteed.
 - The parties agree that we shall restrict a goods inspection only by way of sampling and strictly for the purpose of compliance with the order, significant quantity errors or readily identifiable incorrect delivery, obvious transport damages and other obvious defects. The validity of § 377 HGB is excluded.
 - If we are offending claims because of the violation of official safety regulations or due to a product liability regulation referring to a faulty product, which is due to a product or service of

the partner, we are entitled to claim damages from the partner if the products supplied by him, are responsible as well.

- In the case of a justified complaint by the customer, the partner undertakes to replace all costs for the separation of defective and defect-free products as well as all other additional costs resulting from the defective delivery, in particular transport, labor, material and separation costs.
- The warranty period lasts 36 months from acceptance of the goods by our customer, but no more than 48 months from delivery of the goods.
- We are also entitled to statutory warranty rights. Insofar as the material supplied is defective, we are entitled, after our free choice, to request rectification of the defective goods, delivery of a new defect-free product or to declare the withdrawal from the contract.
- In urgent cases, or if the partner does not fulfill his obligations within the stipulated period, we are entitled to have the defects repaired at the expense of the partner himself or by third parties at the expense of the partner.

8. Other obligations of the partner

- Persons who are acting within the scope of the obligations of the partner within our company are subject to the regulations of our company regulations and our orders with regard to the accident prevention, occupational safety, environmental and other regulations applicable to us. Hazardous substances may be used within our company only after consultation with our specialist personnel and must be properly marked.
- Certificates of origin requested by us will be provided with all necessary information and duly signed immediately. The partner will immediately inform us in writing without undue delay if the information in the certificates of origin for the delivered goods no longer apply.
- The same applies to VAT-related proofs for deliveries abroad and intra-community.
- The partner will inform us immediately if he is subject to export or import restrictions that belong to us in whole or in part according to German or other law.
- We retain ownership of all materials (e.g. tools, molds, stencils, parts, raw materials, etc.) and documents (e.g. drawings, descriptions, samples and data) which we leave for the partner. The partner is prohibited from passing those on to third parties.
- The partner is obligated to provide this equipment with a reference to our property and insure the material against fire, water and theft at his own expense. Upon request, the partner will prove to us the existence of appropriate insurance.
- The partner will immediately notify us of any damage to the equipment. The partner shall carry out maintenance and repair work on the production equipment at his own expense. We bear the cost of a renewal of the consumables, which is required by wear.
- As far as we provide material or tools, the partner is obligated to characterize these as our property by suitable measures.
- At our request, the partner will prove to us the existence of appropriate insurance.

9. Liability

- The statutory liability of the partner is governed by statutory provisions. Our liability for breach of obligations arising from the contract concluded with the partner and from tort is excluded. We are therefore not liable for damages which are not caused at the delivery item itself. In particular, we shall not be liable for lost profits or other assets of the partner.
- The above mentioned limitations of liability do not apply if our performance representatives, our legal representatives or senior executives, gross negligence as well as the culpable violation of essential contractual obligations can be accused. In the case of culpable violation of essential contractual obligations, we shall be liable - except in cases of intent or gross negligence of our legal representatives and executive employees - only for the contract-typical, reasonably foreseeable damage.
- The limitation of liability also does not apply in the cases in which the product liability law is liable for faults in the delivery item for persons or property damage to privately used items. It also does not apply to any violation of life, body and health and in the absence of guarantees or assured characteristics, as long as these are precisely intended to secure the partner against damages which are not caused by the delivery item itself.
- If our liability is excluded or limited, this also applies to the personal liability of our employees, no matter which kind and legal representatives and vicarious agents.

10. Force majeure

- Force majeure, labor disputes, unrests, official measures and other unpredictable, unavoidable and serious events release us and our partner from the performance obligations for the duration of the disturbance and to the extent of their effect. This also applies if such events occur at a time when we or our partner are in default, unless deliberate or gross negligence is caused by the delay. We and our partner are obligated to give the necessary information as soon as reasonably practicable and to adapt our and their obligations in good faith to the changed circumstances.

- Delivery and performance delays due to force majeure entitle us to defer the delivery or service by the duration of the hindrance plus a reasonable initial period or to withdraw from the contract in whole or in part because of the part not yet fulfilled.
11. Software usage
- As far as software is included, the partner grants us the right to use the delivered software including its documentation. The software is only provided for use on the intended delivery item. If the software is intended for resale according to the agreed or for the partner recognizable purpose, the granted usage rights also include the resale of the software as part of one of our products.
 - The partner is obliged to indemnify us from all claims of third parties on the grounds of alleged infringement of intellectual property and / or industrial property rights as far as the alleged violation relates to the goods or software supplied by our partner.
12. Confidentiality
- Each contracting party shall use all documents (including samples, models and data) and knowledge obtained from the business relationship only for the purpose of the jointly pursued purposes and keep them secret with third parties with the same diligence as corresponding own documents and knowledge. If the other party to the contract designates them as confidential or has a manifest interest in their secrecy. This obligation shall begin with the date of receipt of the documents or knowledge and shall end 36 months after the end of the business relationship.
 - The obligation does not apply to documents and knowledge which are generally known or which were already known to the contractual partner upon receipt, without being obliged to maintain confidentiality, or which are subsequently transmitted by a third party entitled to the transfer or have been developed by the receiving party without the use of secret details or knowledge of the other contract partner.
13. Jurisdiction, applicable law
- For all legal disputes, our place of business is jurisdiction. We are also entitled to sue at the place of the partner.
 - The relations between us and the partner are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.