

Section 1 General – scope

- (1) Only our terms and conditions of purchase shall apply. We do not recognize supplier's terms and conditions that conflict with or deviate from our terms and conditions of purchase unless we have expressly agreed to such terms and conditions in writing. Our terms and conditions shall apply even if we unconditionally accept supplier's goods or services with full knowledge that supplier's terms and conditions conflict or deviate from our purchasing conditions.
- (2) All agreements between ourselves and the supplier related to execution of the contract shall be outlined in writing in the respective contract.
- (3) Our purchasing terms and conditions only apply to companies as per section 14 of the BGB [German Civil Code].

Section 2 Quotation – purchase order

- (1) The suppliers is obligated to accept a purchase order within two weeks.
- (2) Only written purchase orders are valid.

Section 3 Compliance with the principles of the Global Compact of the United Nations.

- (1) By joining the United Nations' Global Compact, our shareholders promise that both we and our suppliers will comply with the terms of the Global Compact.
- (2) Key items of compliance with the principles of the Global Compact of the United Nations are:
 - respecting human rights
 - ensuring adequate working conditions (abolition of compulsory labor, child labor and discrimination of all types)
 - implementing precautionary programs related to the environment (promotion, development and distribution of environmentally friendly technologies)
 - rejecting all types of corruption
- (3) The supplier shall commit to immediately informing us of any violations of the above principles that occur in its business area.
- (4) In the event we learn of any violation by the supplier of any of the conditions listed under items (1) to (3), we reserve the right to investigate and if necessary, terminate the business relationship.

Section 4 Prices - payment terms

- (1) Unless otherwise agreed, prices shall be understood to be fixed prices and DDP at place of performance (as per INCOTERMS 2000) including packing but excluding value added tax.
- (2) Packaging materials shall only be used to the extent absolutely necessary and environmental friendliness shall be maximized. Suppliers are obliged to accept returned packaging material as per the laws related to waste disposal, provided no other agreements were reached.
- (3) Unless otherwise agreed to in writing, the contract price shall be payable 30 calendar days after complete delivery of goods or services and receipt of invoice by the purchaser. If the purchaser settles within 14 calendar days calculated from the date of invoice receipt, the supplier grants the purchaser a 3% cash discount on the net amount invoiced, unless written agreement to the contrary exists.
- (4) Payment shall not be considered late unless we have received a reminder from the supplier.
- (5) Invoices shall be issued in duplicate. We are only able to process invoices that list the purchase order number. Supplier is responsible for all consequences related to

noncompliance with this obligation unless the supplier can prove it is not responsible for said noncompliance.

Section 5 Delivery time - contract penalty

- (1) In purchase order or annexed documents specified delivery times are binding. If a supplier delivers products or services later than promised, we are entitled to act as prescribed by law. In particular, we shall have the right to claim damages instead of delivery of services after expiry of a reasonable waiting time during which the supplier remains in default. In the event we sue for damages, the supplier has the right to prove to us that the negligence did not originate with the supplier.
- (2) The supplier is obligated to immediately inform us in writing of any circumstances that occur or that the supplier becomes aware of that would result in the supplier being unable to deliver within the promised delivery time.
- (3) If delivery is delayed, we shall have the right to demand payment of a penalty of 0.1% of the contract value per calendar day as agreed, up to a maximum of 5% of the total value of goods to be delivered. The value of goods to be delivered shall be determined on the basis of agreed net prices. We have the right to demand payment of a penalty in addition to contract fulfillment. We undertake to declare our intent to exercise our right to demanding payment of a contract penalty by the supplier at latest within 10 working days, calculated from the time of acceptance of the delayed delivery. We continue to be entitled to other claims and rights, particularly those described in section 1.

Section 6 Shipping instructions

Our shipping instructions are binding for the supplier. If our purchase order does not include specific shipping instructions, the supplier shall request our shipping instructions without delay. Supplier shall immediately fulfill requirements regarding typical instructions, or information required to apply the product, including any weatherproof identification of individual parts or modules. All costs in this regard shall be included in the supplier's prices. All costs related to nonfulfillment of the aforementioned specifications and shipping instructions will be charged to the supplier.

Section 7 Deficiency inspections - liability for defects

- (1) The supplier shall be responsible for delivering goods whose properties and condition, particularly with respect to functionality, working speed, durability and precision, meet the contractual requirements. Goods shall be in accordance with our instructions and documents, or approved substitutes, as per section 9, paragraph 1 of these purchasing conditions. In particular, supplier guarantees that materials used are best suited for the end use of the purchased goods and that the design is practical and manufactured as per samples and type-tested products.
- (2) The supplier shall be solely responsible for compliance with applicable laws, regulations, standards and manufacturing and processing specifications that apply to the supplied goods or services.
- (3) In particular, supplier guarantees that the delivered goods exhibit the agreed to properties at the time of transfer of risk, in accordance with governing law. The agreement regarding properties shall be defined as the features listed in the above paragraph, plus the product specifications that form part of the purchase order or that have otherwise been included in the contract. It shall not matter whether the product specifications stem from the supplier, the manufacturer of the goods or from us, as long as they have been properly identified in the purchase order or other contract documents, including those only referenced.

- (4) We are not obligated to inspect the delivered goods immediately when supplier delivers in accordance with specified or typical delivery processes if it is unreasonable or impractical for us to do so. A claim shall be considered timely provided it is submitted immediately after detection of a deficiency, unless the deficiency was apparent even without inspection of the delivered goods.
- (5) Warranty claim rights prescribed by law shall apply in their entirety. In all cases, we shall have the right to choose between demanding correction of the deficiency or a new replacement good. We expressly reserve the right to claim damages, particularly to claim damages in lieu of delivery of goods or services, as well as reserving the right to recourse in accordance with BGB [German Civil Code] sections 478 and 479.
- (6) We shall have the right to independently correct deficiencies at the expense of the supplier if there is a risk of delay or in case of particular urgency.
- (7) The statutory limitation period for deficiency claims shall be in accordance with governing law, which is two years as per section 438, clause 1, item 3 of the BGB [German Civil Code] (general statutory limitation period for breach of warranty of fitness/title) and five years in accordance with section 438, clause 1, items 2 and 2b of the BGB [German Civil Code] (statute of limitations for structures and goods that were applied under normal conditions in a structure and caused it to be defective).

Section 8 Protective rights

- (1) The supplier guarantees that no third party rights are being violated by its scope of supply.
- (2) Should we receive any claims from a third party in this regard, the supplier is responsible for exempting us from any such claims upon written request. We shall not have the right to enter into any agreements with the third party, particularly for purposes of comparison, without the approval of the supplier.
- (3) The supplier is obligated to exempt us from all expenses arising from or in connection with claims made by a third party.
- (4) The statute of limitations applies for ten years, calculated from the signing of the contract.

Section 9 Documents - confidentiality

- (1) The supplier shall always compare our drawings, plans, diagrams, calculations, models and other verbal and written specifications and information (hereinafter called documentation) with the contents of its proposal and our purchase order. Supplier shall immediately provide notice of any discrepancies in our documents. For documents delivered at a later point in time, this shall be done directly after transmittal. Any damages, regardless of type, arising due to failure to provide such notice shall be the responsibility of the supplier.
- (2) Supplier's responsibility for its performance shall not be affected by our approval of any documents submitted to us by the supplier.
- (3) All rights, including ownership and copyright of any delivered documents, shall remain vested solely in the purchaser. They shall be used exclusively for manufacturing related to our purchase order and shall be returned to us without prompting after the order has been processed, together with all transcriptions or copies, including those in electronic or digital form.
- (4) The supplier shall keep all received documents and information strictly confidential. They shall only be disclosed to third parties with our express consent. The confidentiality commitment remains in effect even after completion of the contract. It expires when and to the extent to which the manufacturing knowledge associated with the transmitted diagrams, drawings, calculations and other documents becomes part of the public domain.

Section 10 Right of retention – offset

- (1) The supplier has no right of retention due to a potential claim, unless it relates to the same contractual relationship as the claim.
- (2) The supplier shall only be permitted to declare an offset against claims payable to us to the extent that the offset relates to an undisputed claim; i.e., acknowledged in writing or determined to be legally binding.
- (3) We shall be entitled to offset and retention rights to the full extent provided by law.

Section 11 Retention of title

- (1) We shall own any parts purchased from the supplier. Processing or alteration by the supplier shall be carried out on our behalf. If goods reserved for us are combined with other items not owned by us, we shall acquire co-ownership of the new goods in proportion to the value of our goods to the other combined goods at the time of processing.
- (2) If goods supplied by us are inseparably amalgamated with other items not owned by us, we shall acquire co-ownership of the new goods in proportion to the value of our goods to the other amalgamated goods at the time of processing. If the amalgamation of the goods occurs in such a way that the supplier's goods can be considered to be the primary good, it shall be considered to have been agreed that the supplier transfers proportionate co-ownership to us. The supplier shall keep the sole ownership or co-ownership on our behalf.
- (3) We shall retain ownership of tools. The supplier is responsible for using these tools exclusively for manufacturing the goods purchased by us. The supplier commits to insuring at its own expense tools belonging to us at their full new value against loss or damage caused by fire, water or theft. At the same time, the supplier assigns all indemnity claims arising from this insurance to us with immediate effect. We hereby accept this transfer. The supplier commits to conducting any inspections, maintenance and repairs required for our tools at its own expense and in a timely manner. Supplier shall immediately notify us of any breakdowns. We shall have the right to claims for damages even though the supplier neglects this responsibility.
- (4) If the right to protection from risks as per clause 1 and/or clause 2 exceeds the purchase price of all of our not yet paid for reserved goods by more than 10%, we are obliged to choose between foregoing and retaining our right to protection from risks if the supplier so requests.
- (5) The goods to be delivered to us will be unconditionally transferred and without regard to payment of the respective amount owing. Excluded also are all forms of the expanded or extended right of ownership.

Section 12 Manufacturer's liability - product liability

- (1) If the supplier is responsible for product damage, supplier is obligated to release us from damage claims from third parties as soon as requested to do so to the extent the cause is under its control or organization and supplier itself is liable toward third parties.
- (2) As part of its liability for damage claims as outlined in the above paragraph, the supplier is also obligated to reimburse potential expenses as per sections 683 and 670 of the BGB [German Civil Code] or sections 830, 840 or 426 of the BGB [German Civil Code] arising from any product recalls implemented by us. We will inform the supplier about the contents and scope of any product recalls that must be carried out - to the extent possible and reasonable - and give the supplier an opportunity to take a position. Other statutory entitlements remain unaffected.
- (3) The supplier commits to taking out blanket product liability insurance in the amount of € 2 .5 million per personal injury/property damage incident for the duration of this contract; i.e., until

expiry of any limitation periods. Our entitlement to any applicable extended damage claims remain unaffected.

Section 13 Place of performance, law, jurisdiction

- (1) Unless the purchase order states otherwise, the place of performance shall be the delivery address shown in the purchase order.
- (2) German law shall apply to these purchase terms and conditions and all legal relationships between the supplier and ourselves. On the other hand, the laws at the storage location of the goods subject to conditions and effects of reservation of title in our favor apply to the extent that the agreement on the applicable law favoring German law is not permissible or ineffective.
- (3) If the supplier is an accountant, court of jurisdiction is our business location; however, we also have the right to sue the supplier at the location to which the goods are contracted to be delivered.