

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General - Scope

1.1 Our contracts are exclusively subject to the terms of purchase set forth herein; the supplier's terms of sale conflicting with or deviating from our terms and conditions of purchase are hereby waived unless they have been explicitly agreed upon and confirmed in writing by us. Our terms of purchase shall also apply if we accept delivery by our supplier without any reservation despite being aware of supplier's terms of sale conflicting with or deviating from our terms and conditions of purchase.

1.2. Any agreements made between the supplier and us for the purpose of this contract are specified in writing in this contract.

1.3. Our terms of purchase only apply to enterprises pursuant to § 310 clause 4 BGB.

2. Quotation - Quotation documents

2.1. The supplier is obligated to accept our order within a 2-week period.

2.2. We reserve the right of ownership and copyright on illustrations, drawings, calculations and other documents; these must not be disclosed to third parties without our explicit written consent. They shall only be used for production based on our purchase order, and following completion of the purchase order they shall be immediately returned to us. They shall be kept confidential from third parties and are additionally subject to the provisions of § 9 Clause (4).

3. Prices - Terms of payment

3.1. The price quoted in the purchase order is binding. Unless otherwise agreed in writing, the price includes delivery "carriage paid" including packaging. Return of packaging is subject to a separate agreement.

3.2. The price includes VAT at the legal rate.

3.3. Invoices can only be processed if these, as provided for in our purchase order, quote the order number specified in our purchase order; the supplier is responsible for all consequences of non-compliance with this obligation unless he demonstrates that he is not responsible.

3.4. Unless otherwise agreed in writing, the purchase price shall be paid within 14 days from the date of receipt of the invoice less a 2% discount or net within 30 days following receipt of the invoice.

3.5. We are entitled to legal setoff and retention rights.

4. Delivery time

4.1. The delivery time quoted in the order is binding.

4.2. The supplier is obligated to immediately notify us in writing if circumstances occur or become apparent which lead to the inability to meet the stipulated delivery time.

4.3. In the event of a delivery delay, we are entitled to legal claims. Specifically, we are entitled to claim compensation rather than performance and withdraw from the contract if an appropriate period of grace has passed. If we claim compensation, the supplier has the right to demonstrate that he is not responsible for breach of duty.

5. Transfer of risk - Documents

5.1 Unless otherwise agreed in writing, delivery shall be made carriage paid.

5.2 The supplier is obligated to precisely quote our order number on all shipping documents and delivery notes; failing this, delays in handling are not our responsibility.

6. Examination of defects - Liability for defects

6. We are obligated to inspect the goods within an appropriate period of time for any quality or quantity deviations; any notice of defects shall be considered served in good time if received by the supplier within a period of 10 working days from receipt of the goods or, in the event of hidden defects, from the date of the defect detection.

6.2 We are entitled to full legal warranty claims; in any event, we are entitled to claim from the supplier, at our discretion, repair of defects or delivery of a replacement item. The right to compensation, in particular compensation rather than performance, shall be explicitly reserved.

6.3 We are authorized to repair defects on our own at the supplier's expense in the event of a danger ahead or if time is of the essence.

6.4 The statute of limitations shall be 36 months from the date of transfer of risk unless the mandatory provisions of § 478, 479 BGB apply.

7. Product liability - Indemnification - Third party insurance coverage

7.1 As far as the supplier is responsible for product damage, he shall be obliged to indemnify us from damage claims by third parties at our first request insofar as the cause lies within his domain and organization and he is liable himself in relation to external parties.

7.2 Within the framework of his liability for damage as provided for by clause (1), the supplier is also under the obligation to refund any expenses pursuant to § 683, 670 BGB and § 830, 840, 426 BGB which result from or are in connection with a product recall performed by us. We shall inform the supplier to the extent possible and reasonable of

the content and scope of our recall campaign and provide him with the opportunity to comment. Any other legal claims shall remain unaffected.

7.3 The supplier agrees to obtain product liability insurance with coverage of € 3 million per personal injury/material damage, i.e., until expiry of the statute of limitation applicable to the defect; if we are entitled to additional claims for damages, these shall remain unaffected.

8. Industrial property rights

8.1 The supplier is responsible for ensuring that his delivery does not infringe upon any rights, specifically industrial property rights (e.g., trademark rights, patent rights, licence rights, etc.). Upon our request, the supplier shall deliver a written declaration to this effect and shall represent that he is the owner of any rights/industrial property rights (specifically, trademark rights, patent rights, licence rights, etc.).

8.2 If a third party makes a claim on us in this context, our supplier is obligated to indemnify us for these claims upon our first written request; we are not authorized to make any agreements with third parties and specifically a composition without the supplier's approval.

8.3 The obligation of our supplier to provide indemnification refers to all expenses which inevitably accrue to us from or in connection with third parties making a claim on us unless the supplier demonstrates that he is not responsible for the breach of duty resulting in the infringement of industrial property rights.

8.4 The statute of limitations applicable to these claims shall be 3 years from the date of transfer of risk.

9. Retention of title - Provision of material - Tools - Confidentiality

9.1 Insofar as we provide materials to the supplier, we reserve the title to these materials. Processing or redesign carried out by the supplier shall be made on our behalf. If the goods to which we retain title are processed with other items which do not belong to us, we shall acquire co-ownership in the new item on a pro-rata basis according to the value of our item (purchase price plus VAT) in relation to the other processed items at the time of processing.

9.2 If the item added by us is inseparably combined or mixed with other items which do not belong to us, we shall acquire co-ownership in the new item on a pro-rata basis in relation to the value of the goods to which we retain title (purchase price plus VAT) in relation to the other combined or mixed items at the time of combination. If combination is done in such a way that the suppliers' items are considered the main item, it is agreed that the supplier assigns to us co-ownership

on a pro-rata basis; the supplier shall keep the wholly or partly owned items produced in this way for us.

9.3 We reserve retention of title to tools; the supplier is obligated to exclusively use the tools for the production of goods ordered by us. The supplier is obligated to insure our tools at his own expense against fire, water and theft for the full replacement value. At the same time, the supplier assigns to us already now all claims for compensation resulting from this policy, and we hereby accept assignment. The supplier is obligated to have any maintenance and inspection as well as all repair work required to be done on our tools at his own expense in good time. Any defects shall be reported to us immediately; if culpable failure of this occurs, all claims for compensation shall remain unaffected.

9.4 The supplier is obligated to treat all received illustrations, drawings, calculations and other documents and information with strict confidentiality. Such information may only be disclosed to third parties with our explicit consent. The confidentiality obligation also applies after termination of this contract; it shall expire if and insofar as the production know-how contained in provided illustrations, drawings, calculations and other documents has become generally known.

9.5 As far as our security interests to which we are entitled pursuant to clause (1) and/or clause (2) exceed the purchase price of all unpaid goods with retention of title by more than 10%, we are obligated to release them at our discretion at the supplier's request.

10. Place of venue - Place of performance

10.1 If the supplier is a merchant, the place of venue shall be our headquarters; however, we may also sue the supplier in the court which has jurisdiction over his domicile.

10.2 Unless otherwise stated in the purchase order, the place of performance shall be our headquarters.

10.3 In the event of any legal dispute resulting from the interpretation of the wording of these terms and conditions in the English language, solely the German version shall be decisive.