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General Terms and Conditions of Purchase

I. General, area of application

1. Our business relations with entrepreneurs, legal persons under public law and special funds under public law will be governed exclusively by these General Terms and Conditions of Purchase. These General Terms and Conditions of Purchase will not apply in relation to consumers, i.e. natural persons who enter into the legal transaction for purposes not covered by their commercial or self-employed professional activity. They will apply also for all future business relations with our suppliers even if not expressly stipulated again.
2. Upon the placing of an order, the supplier recognizes these General Terms and Conditions of Purchase as solely binding, waiving later revocation.
3. These General Terms and Conditions of Purchase are, however, deemed accepted upon receipt of the supplier's deliveries and services by us at the latest.
4. References of the supplier to its own terms and conditions, in particular, its own general delivery conditions, are hereby expressly rejected. We will not be bound thereby even if we do not expressly reject them in the individual case.
5. Deviating conditions of the supplier or agreements apply only if expressly confirmed by us in writing.
6. References to the application of statutory provisions only serve clarification purposes. Therefore, the statutory provisions apply even without such clarification, unless modified directly by these General Terms and Conditions of Purchase.

II. Order, order acknowledgement, items to be produced

1. All orders and changes and additions to orders already placed must be acknowledged in writing without delay. The supplier shall be obligated to accept our order within ten (10) days from receipt thereof by the supplier; otherwise we will no longer be bound by such order. Where the acceptance and/or acknowledgement of an order by the supplier deviates from our order, the supplier shall be obligated to expressly draw our attention to this fact. In this case, a contract will be formed only at the time when we give our written consent.
2. If and to the extent that the supplier undertakes to produce and supply movable items, title thereto shall be transferred to us regardless of the statutory ownership situation. This applies to both series manufacture by the supplier as well as individual production (non-fungible items) for us. Therefore, the law relative to contracts of purchase and sale (Sections 433 et seq. BGB [German Civil Code]) shall be applicable to the contractual relationship between the supplier and us – as the case may be, in accordance with Section 651 BGB – unless otherwise stipulated hereinafter.

III. Prices, terms of payment

1. The price shown in the order is binding. In the absence of any written agreement to the contrary, the price is „delivered free“ to the address specified in our order, including packaging. Value-added tax at the prevailing rate must be shown separately.
2. Invoices can be processed by us only if they, in compliance with the requirements of our order, provide for the order number specified therein; the supplier shall be responsible for all consequences of non-fulfilment of this obligation.
3. Unless otherwise agreed in writing, we will pay the purchase price with 3% discount within fourteen (14) days of delivery and receipt of invoice or net within thirty (30) days of receipt of invoice.
4. We will, however, not be in default of payment [Zahlungsverzug] without request for payment issued by the supplier.

IV. Assignment, offset, retention

1. The contract concluded with us and the suppliers counterclaim under such contract may not be assigned to a third party, in whole or in part, without our express written approval. On request, we will give such approval if there exist counterclaims.
2. The supplier's right of offsetting against or retention for any counterclaims shall be excluded, unless the counterclaim is undisputed or has become res judicata. A right of retention must, in addition, be based on the same contractual relationship.

V. Delivery period, default in delivery

1. The delivery period stated in the order is binding. The delivery period commences on the ordering date. If the supplier does not perform within the delivery period specified in the order, the supplier shall be in default [Verzug] according to the statutory provisions without warning.
2. The supplier shall be obligated to immediately notify us in writing if any circumstances occur or become obvious to the supplier which indicate that the agreed delivery period cannot be met.
3. If the supplier defaults in delivery [Lieferverzug], we will be entitled to claim flat rate damages caused by default in an amount equal to 1% of the delivery value for each completed week, but not more than 10%. Further statutory claims are due to us in full and are hereby expressly reserved. The supplier is, however, entitled to prove to us that no damage or substantially smaller damage has been caused to us as a result of the supplier's default in delivery [Lieferverzug].

VI. Delivery, passing of risk, default in acceptance, documents

1. Delivery shall, according to our instructions, be made „free place of destination“ to such place unless otherwise agreed in writing. This place of destination is also the place of Performance.
2. The risk of accidental loss and accidental deterioration of the goods will pass to us upon delivery of the goods at the place of performance. It will be deemed equal to delivery if and when we are in default in acceptance [Annahmeverzug].
3. The risk will pass to us only upon delivery and/or default in acceptance even if the goods have been lost or have deteriorated or cannot be processed as a result of a defect of the material supplied by us or as a result of Instructions given by us for the processing; Section 645 (1) BGB is not applicable insofar even if the goods are non fungible goods. Our further liability based on fault remains unaffected within the meaning of Section 645 (2) BGB.
4. The statutory provisions apply to default in acceptance subject to the provision that an offer of the supplier is required even where our co-operation must be preceded by a calendar-based event (for example, notification of a specific work progress by the supplier); hence, Section 296 sent. 2 BGB is not applicable insofar.
5. The supplier shall be obligated to indicate our order number in all shipping documents and delivery notes. If the supplier fails to do so and this results in delay in processing, we will not be responsible therefore.



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VII. Packaging

The supplier undertakes, at the supplier's cost and expense, to take back transport packaging at the respective place of delivery. In the event that the supplier fails to fulfil this obligation, we are entitled to have the packaging re - moved and, if necessary, disposed of at the supplier's cost and expense.

VIII. Insurance

All deliveries are insured by us, at our cost and expense, as from the passing of the risk; therefore, we do not accept any amounts invoiced to us for insurance as from the passing of the risk.

IX. Product liability

1. If and to the extent that the supplier is responsible for loss or damage caused by the product, the supplier shall be obligated to indemnify us on first demand against damage claims of third parties as far as the cause is within the supplier's sphere of control and organisation and the supplier is liable to third parties.
2. Within this scope, the supplier shall also be obligated to reimburse us any expenditure pursuant to Sections 683, 670 BGB arising from or in connection with a warning or recall campaign conducted by us. We will notify the supplier of the subject matter and the extent of the warning and/or recall campaign to be conducted, and do so before it starts as far as this is possible and can reasonably be expected, and give the supplier the opportunity to comment.
3. The supplier undertakes to maintain a product liability insurance with lump sum cover of at least Euro 3 million for each instance of personal injury/damage to property. This shall be without prejudice to any further damage claims we may have against the supplier.

X. Intellectual property rights of third parties

1. The supplier warrants that no patents or other intellectual property rights of third parties are infringed by the supplier's delivery and use thereof by us which is foreseeable by the supplier.
2. If a third party asserts a claim against us for such infringement of its rights, the supplier shall be obligated to indemnify us against such claims on first written demand. If and when a declaration of indemnification has been issued, we are not entitled to make any agreements, in particular, no settlement agreement, with the third party without the supplier's consent.
3. The supplier's duty of indemnification covers also all expenses necessarily incurred by us as a result of or in connection with the claim asserted against us by a third party.
4. The foregoing does not apply if and to the extent that the supplier produced the goods on the basis of documents, samples, models or the like provided by us and did not know and did not have to know that intellectual property rights of third parties are infringed thereby.

XI. Retention of title, intellectual property rights, provided items

1. We recognise retention of title only until settlement of the invoice for the delivery in question. Extended or expanded retention of title is excluded even if we do not expressly object thereto.
2. We retain title, copyright and other industrial property rights in goods, illustrations, drawings, calculations and other documents supplied for the purpose of executing the order.
3. If and to the extent that we provide to the supplier or finance materials, parts or tools, we reserve title thereto. Such items must be stored and/or kept separately and may be used only for our orders. On our request, the supplier shall be obligated, at the suppliers cost and expense, to insure on a replacement value basis and to maintain and service the materials, parts or tools owned by us.
4. Any processing or mixing by the supplier will always be made for us. If the goods to which we reserved title are processed or inseparably mixed with other items not owned by us, we acquire co-ownership of the new item in the proportion which the value of our items bears to the value of the other items at the time of processing or mixing.
5. If mixing occurs such that the supplier's item is to be regarded as the main item, it is deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier will hold the sole ownership or co-ownership for us.

XII. Confidentiality

The supplier shall be obligated to treat strictly confidential any and all data as well as the conclusion and the contents of the contracts and any and all received illustrations, drawings, calculations and other documents and information. They may be disclosed to third parties only with our express consent. The duty of confidentiality shall survive the expiration or termination of the contract. It shall not apply to information that was or became publicly available, was already lawfully in the supplier's possession, was developed by the supplier independently from the contract, was received from a third party source that, to the knowledge of the supplier, was not bound by a confidentiality obligation, or is required to be disclosed to comply with a judicial or official order or decree or the law.

XIII. Place of performance, applicable law, place of jurisdiction

1. The place of performance for the supplier's deliveries is the place to which the supplier is required to deliver the goods. The place of performance for our payments is Reutlingen.
2. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with the United Nations Convention on Contracts for the International Sale of Goods (CISG) being excluded.
3. Exclusive place of jurisdiction for all legal disputes arising from the contractual relationship or with respect to the creation or the validity thereof is Reutlingen. However, we are also entitled to bring a lawsuit at the competent court for the place of business of the supplier.



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XIV. Other

1. Reference in advertising material to business relations with us may only be made with our written approval.
2. The supplier agrees to the storage, usage, processing and transmission of data arising from the supplier's contractual relationship with us to third parties within the scope permitted by the applicable statutory provisions, in particular, the Data Protection Act and the General Data Protection Regulation. Upon justified request of the person concerned the data and information will be immediately deleted.
4. Arbitration provisions may be agreed in individual cases.

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