

General Terms and Conditions of Purchase

§ 1 General — scope

- (1) Our terms and conditions of purchase apply exclusively; we do not accept any of the supplier's own terms that are contrary to, or deviate from, our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Neither rejection nor unconditional acceptance of a delivery or its payment shall constitute an acknowledgement of the supplier's delivery conditions.
- (2) All agreements concluded between us and the supplier for the purpose of delivery must be recorded in writing.
- (3) Our terms and conditions of purchase only apply to contractors.

§ 2 Orders and order confirmation

We reserve the right to cancel any orders that are not accepted by the supplier in writing within two weeks of receipt (order confirmation). Delivery schedules shall become binding unless the supplier objects to them within two weeks of receipt.

Where the order confirmation differs from the order, the customer shall only be bound if it has agreed to the change in writing.

The transfer of orders/assignments to third parties is prohibited without our prior written consent and shall entitle us to withdraw from the contract in whole or in part and to demand damages.

§ 3 Prices — payment terms

- (1) The prices stated in the order are fixed prices and include all ancillary services required to fulfil the contract. The prices do not include the applicable statutory VAT. Unless otherwise agreed in writing, the price includes delivery and packaging. The return of the packaging requires special agreement.
- (2) Invoices must include the order number indicated in our order. Where this information is missing, the invoice shall not be due for payment.
- (3) Unless otherwise agreed in writing, we shall, at our discretion, pay the purchase price either within 14 days from the date of delivery (and invoice receipt) with a 3% discount, or net within 30 days.
- (4) We reserve the right to set-off and the right of retention to the full extent permitted by law.
- (5) Our payments shall imply neither a recognition of the contractual validity of the service, nor the accuracy of the payment calculation.
- (6) Without our prior written consent — which may not be refused unreasonably — the supplier shall not be entitled to assign its claims against us to, or have them collected by, a third party.

§ 4 Delivery time

- (1) The delivery time stated in the order is binding and begins on the date of issue of the order, unless a specific date is stipulated. Compliance with delivery deadlines shall be determined on the basis of the time of receipt of the goods at our premises or the agreed place of delivery.
- (2) The supplier shall notify us immediately in writing if circumstances arise under which it becomes apparent that the stipulated delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to assert statutory claims. In particular, where a grace period has expired without delivery of the goods, we shall be entitled to request damages instead of performance or to withdraw from the contract.

- (4) Where the agreed delivery period is exceeded for reasons for which the supplier is responsible, we shall be entitled, for each commenced working day of the delay, to levy a contractual penalty of 0.3% (up to a maximum of 5%) of the agreed remuneration. Even if the corresponding proviso ceases to apply in the case of delivery, performance or supplementary performance, the contractual penalty may be asserted by us until the final payment is made.

§ 5 Transfer of risk — documents

- (1) Unless otherwise agreed in writing, the deliveries shall be carried out at the supplier's expense.
- (2) The supplier shall provide our complete order numbers on all shipping documents and delivery notes.

§ 6 Inspection of defects — liability for defects

- (1) We will check immediately upon receipt of the delivery whether it corresponds to the ordered quantity and type, and whether there is any externally recognisable transport damage or externally recognisable faults. We will inform the supplier about any defects that are discovered. Corresponding complaints may be made within one month after the delivery or performance or, where the defects were not noticed until processing or use of the goods, from the time of the discovery.
In such cases, we are not obliged to perform any further duties other than the inspections and indications mentioned above.

- (2) We shall be entitled to assert the statutory defect claims without restriction; in any case, we shall be entitled to demand from the supplier, at our discretion, either remedial action or the delivery of a new item.
The right to damages, in particular the right to compensation instead of performance, is expressly reserved. Any further statutory claims shall remain unaffected.

We shall be entitled to demand compensation from the supplier for all costs incurred in connection with the subsequent rectifications or new deliveries (including transport, sorting, installation/removal, materials and labour costs of third parties or our own employees in accordance with the appropriate internal price lists).

- (3) In cases where there is a danger in delaying, special urgency exists or the delivery was made in arrears, we shall be entitled to remedy the defect ourselves at the supplier's expense.
- (4) The supplier shall provide three years' warranty for its deliveries and services, unless a longer period is stipulated by law. In such cases, the longer statutory period shall apply.

§ 7 Product liability — exemption — liability insurance

- (1) Where the supplier is responsible for product damage, it shall release us from claims for damages on the part of third parties at first request.
- (2) The supplier shall also reimburse any expenses in accordance with §§ 683, 670 German Civil Code (BGB) or § 830, 840, 426 BGB, arising from or within the scope of its liability for damages within the meaning of para. (1) in connection with a recall action carried out by us. As far as possible and reasonable, we shall inform the supplier about the content and scope of the recall measures to be carried out, and thereby give the supplier the opportunity to comment. Other statutory claims shall remain unaffected.
- (3) The supplier shall maintain a product liability insurance policy with cover of EUR 10 million per case of personal injury/property damage (flat-rate). Where we are entitled to assert further claims for damages, the latter shall remain unaffected.

§ 8 Conformity and conflict minerals

- (1) The supplier shall comply with the provisions concerning "conflict minerals" as defined in Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act"). Should conflict minerals be necessary for the production or functioning of the products delivered by the supplier, their origin shall be disclosed. In accordance with the provisions of the Dodd-Frank Act, the supplier shall, upon request, provide any documentation required regarding the use and origin of conflict minerals used by Wöhner GmbH & Co. KG and its affiliated companies in full and without delay.
- (2) Furthermore, the supplier shall ensure that the contractual objects (including packaging) comply with the RoHS Directive (Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003) and the "REACH Regulation" (Regulation [EC] No. 1907/2006 of the European Parliament and of the Council of 18 December 2006).
- (3) Where claims are asserted against us by customers, competitors or authorities due to our use of non-conflict-free materials within the meaning of the Dodd-Frank Act, or violation of the REACH regulations, we shall be entitled to demand either that the supplier exempt us from these claims or compensation for the respective damages insofar as said use is due to a product from the supplier.

§ 9 Property rights

- (1) The supplier hereby guarantees that the contractually agreed use of the delivered goods does not infringe any intellectual property rights (including copyrights).
- (2) Where claims are asserted against us by third parties on the basis of an infringement of such rights, the supplier shall exempt us from these claims upon first written request.
- (3) The supplier's obligation to exempt us shall cover all expenses which necessarily arise for us in connection with the third-party claims.
- (4) The statutory period of limitation shall be ten years from the conclusion of the contract.

§ 10 Retention of title — provision of tools — secrecy

- (1) Where we provide parts for the supplier, these shall remain our property. Materials made available by us shall be stored separately from property belonging to the supplier or third parties, free of charge. The supplier shall be liable for their damage or loss.
Parts that are supplied by us may only be used as intended.
Any processing or alterations undertaken by the supplier shall be performed on our behalf. Where our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new goods in proportion to the value of our goods (purchase price plus VAT) to the other processed items at the time of processing.
- (2) Where goods provided by us are inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new goods in proportion to the value of our reserved goods (purchase price plus VAT) to the other processed items at the time of processing. Where the mixing is carried out in such a way that the supplier's goods are to be regarded as the main item, then it is hereby agreed that the supplier shall transfer to us proportionate co-ownership thereof; the supplier shall then store the sole or jointly owned goods on our behalf.
- (3) In cases where the value of the lien to which we are entitled pursuant to para. (1) and/or para. (2) exceeds the purchase price of all of our unpaid reserved goods by more than 10%, at the supplier's request we shall be obliged to release the lien at our discretion.

- (4) We reserve the right of ownership of tools; the supplier shall use the tools exclusively for the production of the goods ordered by us. At its own expense, the supplier shall insure all tools that belong to us against fire, water and theft at their replacement value. At the same time, the supplier hereby assigns to us all compensation claims relating to these insurance policies; we hereby accept the assignment. The supplier shall carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in a timely manner and at its own expense. The supplier shall immediately notify us of any malfunctions; where it culpably fails to do so, our right to assert claims for damages shall remain unaffected.
- (5) We shall retain ownership and copyright over illustrations, drawings, calculations and other documents; these may not be made accessible to third parties without our express written consent. They shall be used exclusively for production related to our order; once the order has been processed, the supplier shall return them to us without waiting for a request from us. They shall be kept secret from third parties. The obligation to secrecy shall continue to apply after termination of the contract.

§ 11 Place of jurisdiction — place of performance — choice of law

- (1) The place of jurisdiction is Coburg. We are also entitled, at our discretion, to sue the supplier in his general place of jurisdiction.
- (2) Unless otherwise specified in the order, our place of business is the place of performance.
- (3) The substantive law of the Federal Republic of Germany applies exclusively to all legal relations between the supplier and us. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- (4) Should individual clauses of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining clauses or of any contracts concluded previously. Where the terms and conditions of purchase do not contain any applicable provisions, the statutory provisions shall apply.