

1. Scope/defensive clause

- 1.1 Our terms apply against any natural/legal person/partnership having legal capacity that concludes a contract in the pursuit of its commercial or self-employed occupation (entrepreneur).
- 1.2 Unless otherwise agreed in an individual case our orders will be exclusively subject to the following terms. Contradictory or additional terms of the Supplier are not binding on us, even if we do not raise objection to them. Contradictory and additional terms accepted by us in writing will only be binding with regard to the individual contract concerned.

2. Conclusion of contracts

- 2.1 Offers received are free of costs to us and not binding.
- 2.2 Our orders and additions and amendments to orders must be in writing.
- 2.3 We will not be bound by our order if we do not receive a written confirmation of order within 14 days from the order date.
- 2.4 Oral agreements, subsidiary agreements and amendments and additions to contract are subject to confirmation by us in writing.

3. Delivery items/shipment

- 3.1 The content, nature and scope of deliveries must be as specified by our order and in specifications and production documents (drawings, samples, etc.) supplied by us; this does not affect either the obligation of the Supplier to check these for completeness, correctness and suitability and to draw attention to discrepancies/errors in writing without delay or the Supplier's own responsibility for execution.
- 3.2 Partial deliveries are only allowed with our express approval.
- 3.3 Shipment will be at the expense and risk of the Supplier. This also applies to any returns. The Supplier will be liable for adherence to shipment regulations specified.
- 3.4 The risk will pass to us on the handover of the consignment at the place of performance.
- 3.5 If a consignment is dispatched directly to a third party at our instigation, we must be notified of this without delay by a notice of dispatch including all relevant information.
- 3.6 Items for delivery must be packed and shipped appropriately. Packing and shipment regulations must be adhered to. A delivery note or packing list must be enclosed with every consignment. The order number and the identification details required by our order must be quoted in all delivery documents. A notice of dispatch must be sent to us by the day of dispatch at the latest. If we incur additional costs as a result of a failure to adhere to the above terms, these will be charged to the Supplier.

4. Delivery time/place of performance

- 4.1 The agreed delivery date is binding. Advance deliveries are only permissible with our approval. For the punctuality of deliveries without assembly or installation the time of arrival at the delivery address supplied by us will be decisive. For the punctuality of deliveries with assembly or installation and of services their provision in a condition capable of acceptance will be decisive.
- 4.2 If the Supplier falls into arrears we shall be entitled to claim compensation equivalent to 0.5% of the value of the order for each full week by which the delivery deadline is exceeded. Either party is entitled to prove that the loss incurred was other than this.
- 4.3 The place of performance for goods or services from the Supplier is the delivery address stated in the order. If no delivery address is stated, the place of performance is our company headquarters in Heilbronn.
- 4.4 Any case of force majeure must be notified to us immediately. If a delay lasts for longer than 2 months, we will be entitled to withdraw from the contract.
- 4.5 We will not pay the cost of any insurance for goods, in particular forwarding agent insurance.

5. Prices

The price quoted in the order is binding and includes delivery free of charge to the place of performance, including packing. Any return of packing is subject to separate agreement.

6. Invoice/terms of payment

- 6.1 Two copies of each invoice must be issued quoting the order number and the identification details specified in our order.
- 6.2 We will pay within 30 days of the receipt of a properly issued invoice subject to 3% discount. The deduction of discount will also be permissible in the case of offsetting or withholding on the basis of defects in a consignment.

7. Warranty

- 7.1 The Supplier guarantees that goods and services supplied by it will remain free of defects for a period of 24 months from the passing of risk.
- 7.2 Defects in items supplied or agreed services will entitle us to enforce our statutory claims.

8. Duty of care

- 8.1 If we have informed the Supplier of the use to which an item or service is to be put or if this use should be apparent to the Supplier without the need for the latter to be expressly informed of it, the Supplier must inform us immediately if the item or service is not suitable for this use.
- 8.2 Circumstances which threaten to prevent adherence to delivery dates agreed must be notified to us in writing without delay so that agreement can be reached as to how to proceed.
- 8.3 The Supplier must notify us in writing without delay of changes in the composition of a material used in production or in design execution compared with goods or services of the same type previously supplied. Such changes are subject to our written approval.
- 8.4 The Supplier must ensure that goods and services supplied satisfy environment, accident prevention and other employee protection regulations, safety regulations and all legal requirements applicable in the Federal Republic of Germany. It must draw our attention to special and not generally known treatment and disposal requirements applicable to any consignment. The Supplier must also inform us of any transfer of its production facility to another location.

9. Provision of Goods

- 9.1 Items of any kind provided by us will remain our property. They may only be used for the provision of the goods and services ordered.
- 9.2 The Supplier is under an obligation to carry out any necessary maintenance and inspection work at its own expense and to insure items provided adequately and provide evidence of this to us on request.
- 9.3 If items provided by us are processed or transformed by the Supplier to produce a new movable item, we shall count as the manufacturer. In the event of any combination or indivisible mixing with other items we will acquire joint ownership of the new item proportional to the value of the items provided at the time of the combination or mixing. If the combination or mixing is done in such a way that the item manufactured by the Supplier must be regarded as the principal item, the Supplier transfers joint ownership to us proportional to the value of the items supplied. The Supplier will take care of our joint property.

10. Confidentiality

- 10.1 The Supplier undertakes to keep confidential the commercial and technical information and documents which it acquires as a result of the business relationship and which are not generally known and to use them exclusively for the provision of the goods and services ordered.
- 10.2 The Supplier may only cite the name of our company or our trademarks in references or publications if we have consented to this in writing beforehand.

11. Replacement parts/availability of supplies

- 11.1 The Supplier undertakes to supply replacement parts at reasonable terms for the normal period of technical use, but at least for 10 years following the last delivery of the item supplied.
- 11.2 If the Supplier ceases to supply replacement parts after the expiry of the period specified in Pt. 1 or ceases to supply items supplied during this period, we must be given an opportunity to place a final order.

12. Reservation of title

- 12.1 Ownership of a consignment will pass to us on payment.
- 12.2 Models, samples and any documents supplied to the Supplier by us or produced by the Supplier in accordance with information supplied by us are/will become our property and may only be used for the processing of the order and for the production of the goods and services ordered. They must be handed over to us immediately on request after execution or if the contract concerned is not concluded/is rescinded.

13. Copyright protection

- 13.1 The Supplier guarantees that no third-party rights will be breached within the Federal Republic of Germany in connection with its supplies.
- 13.2 If claims are made against us by a third party on the basis of such a breach of rights, the Supplier will be under an obligation to indemnify us against these claims in response to our first written request for them to do so. This obligation of the Supplier to indemnify covers all costs necessarily incurred by us as a result of or in connection with claims brought against us by a third party.
- 13.3 Duplication by the Supplier of models, samples or documents supplied by us or produced by the latter in accordance with information supplied by us is only permissible to the extent that this is necessary for the processing of offers/execution of deliveries.
- 13.4 Items produced in accordance with information supplied by us may not be offered/supplied to third parties; an obligation to obtain approval applies here and will continue to apply after the termination of the business relationship. Should the Supplier achieve improvements on the basis of our production documents, we will enjoy a non-exclusive right of exploitation free of charge, including after this improvement and any protected rights in it.

14. Product liability

- 14.1 To the extent that the Supplier is responsible for a product injury, it is under an obligation to indemnify us against claims for damages by third parties in response to the first request for it to do so to the extent that the cause lies within its sphere of control and organisation and it is itself liable to third parties.
- 14.2 Here the Supplier is also under an obligation to reimburse any expenses as defined in §§ 693, 670 German Civil Code which arise out of or in connection with a recall campaign implemented by us. We will to the extent possible and reasonably to be expected inform the Supplier of the nature and scope of any recall measures to be implemented and give it an opportunity to state its position.
- 14.3 The Supplier undertakes to maintain product liability insurance providing coverage per occurrence of loss/damage of at least €1,000,000.00 for personal injury/material damage and €50,000.00 for financial damage/damage to property. This does not affect any more far-reaching entitlement of ours to claim damages.
- 14.4 The Supplier must on request provide us with evidence of the third-party liability insurance cover in place.

15. Jurisdiction/final provisions

- 15.1 For business conducted between merchants (as defined by German law) the legal venue is Heilbronn. The same applies in cases in which the Supplier has no general legal venue in this country, in which the Supplier has transferred his place of residence or usual place of residence abroad after the conclusion of the contract or in which neither the place of residence nor the usual place of residence of the Supplier is known at the time when action is brought. We are also entitled to bring action in the place where the Supplier's registered office is located.
- 15.2 German law shall be applied exclusively. The application of the UN Convention Relating to a Uniform Law on the International Sale of Goods (CISG) is excluded.
- 15.3 Should any of these terms be or become invalid, this shall not affect the validity of the remaining terms. Should one or more terms be invalid, the parties are under an obligation to agree a term which comes as close as possible to being economically and legally equivalent to the invalid terms.