

# General Conditions of Purchase

## 1. General

(1) For all contractual relationships, both for the supply of products as well as for the provision of services of any kind, particularly in the context of service or work contracts between the supplier and the Mühlbeyer Werkzeug- und Formenbau GmbH, Raiffeisenstr. 4, 74177 Bad Friedrichshall - hereinafter referred to as "Client" - subject to the following conditions of purchase. The delivery of products and services are collectively referred to as "contractual products" below. Opposing or deviating from these Conditions of Use are not accepted by the client, unless the client agrees with the application of these conditions in writing. The conditions of purchase of the Customer shall also apply if the principal subjects of the contract unconditionally accepts knowledge of conflicting conditions of the supplier or the deviating from the purchasing conditions of the client conditions of the supplier or those paid. The client has the right to cancel the individual contract if the supplier expressly contradicts the terms of purchase. In this case, claims are excluded by the supplier. (2) The purchase conditions of the purchaser also apply for all future individual contracts with the supplier.

## 2. Confidentiality

The supplier is obliged to treat all illustrations, drawings, calculations and other documents, in particular, all written, oral sent in text form or information strictly confidential; third may they be disclosed only with the express written consent of the client. The Confidentiality obligation on the implementation of each individual contract beyond. It goes out when and insofar as those transferred in the information, illustrations, drawings, calculations and other documents contained confidential information has become generally known. Vicarious agents of Suppliers should be required of the supplier also to secrecy.

## 3. Prices, shipping, packaging

(1) The agreed in each individual contract prices are fixed prices, including all utilities plus statutory VAT and exclude additional claims of any kind. Are the prices in each agreed individual contract, then the customer shall pay no fee for the service provided by the Supplier Performance or Delivery.

(2) Shipping, waybills, invoices and all correspondence the order of the client to contain.

(3) The Customer shall only accept the quantities or numbers ordered by him. Over- or under-deliveries or Partial deliveries are allowed only after prior consultation with the client.

(4) The delivery or performance of the supplier takes place DDP (Incoterms 2010) to the Client in the respective individual contract specified delivery address or fixed place of delivery.

(5) The obligation of the supplier of the packaging is subject to the statutory provisions.

The supplier is obligated to the contractual items to be packed so that transport damage is avoided. Packaging materials are to be used only to the extent necessary for achieving that purpose. Of the Supplier may only use environmentally friendly packaging materials. The provisions on paragraph 11, paragraph 3 shall apply accordingly.

#### **4. Delivery time**

(1) The agreed in each individual contract are binding. Compliance with the delivery date or the delivery period is the receipt of faultless contractual items in the specified by the contracting Delivery address or fixed place of delivery or the full and unreserved acceptance by the customer.

(2) If the supplier realizes that an agreed deadline or the agreed quality for some reason not can be met, it shall, stating its reasons and the expected duration notify the customer immediately of the delay. The supplier exceeds the agreed individual contract delivery date ( "default"), he has the authority to pay a liquidated damages of 0.5% of the value of income from stocks of each individual contract per calendar day of the missed deadline, a maximum of 5% of the value the contractual items of each individual contract, unless the supplier is not responsible for the delay and / or the supplier can prove lower or lack of damage.

The assertion of further damages (damages for delay) remains unaffected. In this case, the damages shall be credited against any further claims for damages due to the delayed.

(3) The customer is also entitled, after the unsuccessful expiration of a deadline set by him damages in lieu of to demand performance and to withdraw from the individual contract. In addition, the client remains in any case entitled the goods / services to continue to claim from the supplier and, in addition to delay damages to assert.

(4) In addition, the client is entitled to the statutory claims in the event of default by the supplier.

(5) The unconditional acceptance or unconditional payment of the delayed delivery or service does not imply waiver which Customer is entitled due to the delayed delivery or service claims.

(6) If it is necessary for the respective contract documents or information of the client that the Client has not transferred to the supplier, the supplier can only contributory negligence of the authority on Delivery delay called when he called for the documents and information in writing and within a reasonable time had received.

(7) If the supplier delivers the Contract Objects before the agreed delivery, the purchaser reserves the Refusal or return them at the supplier's expense before. If a premature delivery is not Return or refusal, the client supports the contractual items on until the delivery date Cost and risk of the supplier. The payment period starts in any case until the agreed delivery date.

#### **5. Force majeure**

(1) Force majeure within the meaning of these conditions of purchase and in terms of each individual contract is only a external event caused run from outside by elemental forces or by actions of third parties event, the by human judgment and experience is unpredictable, with economically bearable means even through the extreme, according to the circumstances reasonably expected to have taken no contraception or can be rendered harmless and is also not to be accepted because of its requery of operation companies, such. as war, threat of war and natural disasters.

(2) Force majeure shall exempt the regions affected by the force majeure contractor for the duration and to the extent of their effect from their performance obligations. The affected party is obliged within reason to enter without delay the necessary information and its obligations to the changed circumstances in good adapt and faith. The client is fully or partially exempt from the obligation to accept the contractual items and entitled to withdraw from the contract if the delivery / service account of losses caused by force majeure delay with him - from an economic point - is no longer usable or it is not is more reasonable.

## **6. Invoicing, payment and assignment of receivables**

- (1) Invoices are to the client separately with all relevant documents and data after delivery complete, submit the relevant legal regulations accordingly and in proper form. Of the Client is only after the receipt of the corresponding requirements pursuant to sentence 1 proper invoice obliged to pay the contractual items within the agreed upon payment.
- (2) Payment shall be made in the customary way, within 14 calendar days with 3% discount, 30 calendar days with 2% discount or after 60 calendar days net, calculated after delivery / performance and receipt of invoice.
- (3) In case of defective goods / services, the client is entitled to withhold payment proportionate to value until proper withhold fulfillment.
- (4) The client comes with its payment obligation from the individual contract only after prior a written reminder of the supplier in default.
- (5) In case of advance payments, the supplier is at the first request of the client obliged to provide appropriate security, e.g. perpetual, absolute bank guarantee to pay the amount of the advance.
- (6) To the extent material test certificates (eg. As inspection certificates) in the respective order from Client required, the supplier is obliged to submit these certificates together with or prior to delivery to hand over the respective contractual products to the customer.
- (7) An assignment of claims to third parties by the supplier or collect the claims by third parties is prohibited.
- (8) The client is entitled to the claims of the Supplier against claims by others to charge the client's company value date.

## **7. Provision**

The customer retains title to all the supplier reserves provided free of charge or sold Parts and components before. The provided by the principal parts and components are used exclusively for processing and fulfillment of each individual contract with the client. In particular, the Resale by the supplier is expressly prohibited. In impairment or loss of items and Components must pay the supplier compensation. The Principal reserves the ownership of the provided Parts and components even after processing and assembly through the supplier before.

## **8. Acquisition of Ownership of authority**

The principal will immediately upon delivery / handover of the contractual objects owner of these goods.

## **9. Warranty / Guarantee**

- (1) The supplier guarantees that all contractual items the state of the art, the relevant global regulations, standards, regulations, rules and directives of authorities and the EC, trade associations and professional associations. The Supplier further warrants that all contractual items are free of defects and conform to the requirements of the client and for the respective purpose of use and are suitable. If the supplier of the aforementioned rules and want different requirements, so he has our prior written consent. The Warranty claims remain unaffected by this agreement.
- (2) The supplier accepts the contractual items a durability warranty pursuant to § 443 BGB, under which the supplier the material and non-infringement of the contractual items for a period of two years from the transfer of risk guaranteed.

(3) An incoming goods inspection of the contractual items by the customer is limited to verifying whether the match delivered contractual items by the piece with the amounts ordered in each case, with obvious, outwardly recognizable transport damage are provided and whether the delivered contractual items bought with the Contractual items match (identity). For these aforementioned defects a notice period of 2 weeks. For all other open defects and latent defects applies the notice period of 2 weeks from discovery. Further investigation and complaint obligations of the client are excluded.

(4) During the warranty period defects reported, including the non-achievement of guaranteed properties belongs, the supplier upon request immediately and free of charge, including all incidental costs, choice to eliminate the client by repair or replacement (replacement) or by crediting the Purchase price / compensation to be reimbursed. In urgent cases or in small drawbacks requestor may rework themselves or have them exported by a third party, without thereby affecting the rights of the client from the Warranty be limited. The client is entitled to under this improvement in him Costs incurred to invoice. After unsuccessful expiry of a set by Customer Period for repair or replacement are the client all legal rights, in particular Withdrawal, reduction, reimbursement of expenses and compensation instead of performance to. Work performed is the Client also the right of self-performance to. Moreover, the supplier is obligated to all damages the customer caused by a lack of subject matter, even to replace without prior formal notice.

(5) The supplier has all necessary for the purpose of supplementary performance, in particular transport, travel, Labor and material costs to bear. (§ 439 II BGB).

(6) In the case of Nacherfüllungsansprüchen the client to the supplier within the meaning of Section 9, paragraph 4 and 5 and § 439 II BGB the supplier to the customer, in particular the following work and material costs lump sum to be reimbursed at the following rates:

- a) lump sum for reminders and other correspondence: € 5.00 per letter
- b) telephone lump sum: € 3.00 per call
- c) copying fee: € 0.50 per copy
- d) traveling expenses 0,50 € per km
- e) Workload: 50,00 € per working hour and employees

The workload is calculated per quarter hour. remains to claim higher damages the client expressly reserved.

(7) The warranty period is 36 months after delivery to the customers of the client, but not later than 48 months after transfer of risk to the customer, unless expressly agreed otherwise or the law provides longer periods. It begins with the handover of the contract subject to the client or to the Authority identified third party prescribed at the delivery address by the principal or fixed place of delivery.

(8) In preparation, tools, machinery and equipment, the warranty period with the full and starts unconditional and written acceptance of the contract object. Acceptance may by the client also be denied due to minor defects. The contractual items are for the case of payment - even when unconditional payment - are put into use, the use or commissioning by the customer rather than removed. § 640 paragraph 1 sentence 3 BGB (fiction of acceptance) shall not apply in particular in the context of individual contracts.

(9) For contractual items that are not used during the investigation of a defect and / or remedied and / or could be operated, a current warranty period around the time crude ruption extended. For repaired or redelivered contractual items, the warranty period begins with the completion of the Rectification or, if acceptance has been agreed to run with the acceptance.

## **10. Serie error**

(1) Series defects are defects in which materials, components, subsystems or systems have an error frequency that clearly lies outside the usually expected values or the values declared by the supplier. A series defect in Setting the conditions of purchase and the respective individual agreements exist in particular when the number of offending contractual items exceeds 1% of the batch supplied in each case. In this case, the supplier must submit an action plan for troubleshooting and implement at its expense. This plan must contain measures to compensate for due to the similarity of errors expected behavior of other components of this series. If there is a series defect, Customer may demand the replacement of any contractual items in this series. If the contractual items of suppliers here are built into another product, the customer is also entitled to recall the supplier's products. The Supplier shall upon first request to reimburse all costs and expenses in this case. The client can control this point within the warranty period or assert when exceeding the declared by the supplier defect rate. Incidentally are the Principal in the event of the existence of a series fault for all of a series faulted Contractual items, the statutory warranty claims in full. (2) further or other legal claims remain unaffected.

## **11. Quality and Environment**

(1) The supplier a suitable type and scope, the state of the art quality and appropriate to entertain environmental management system. The supplier agrees with the client, if the latter deems it necessary to conclude a corresponding quality assurance agreement.

(2) The supplier undertakes, when the contract goods and also in supplies or additional services of third parties Framework of economic and technical possibilities to use environmentally friendly products and processes.

(3) The supplier is liable for the environmental compatibility of the contractual items and packaging materials and for all Consequential damages arising from the violation of his legal obligations of disposal. On first request of the client, the supplier shall issue a certificate for the contractual items.

(4) The supplier is obliged to be those applicable for the contractual items Safety Data Sheets with the to hand delivery, unless the client is not already the current safety data sheet for the respective Contract exists. Regardless of the supply of contract goods, the supplier must ensure that the client the most current safety data is passed to the contractual items already delivered. The Supplier shall indemnify the Customer against all recourse claims by third parties in the event that he the Contracting the material safety data sheets, late or defective supplies.

(5) The supplier undertakes, substance bans and restrictions as well as related information and Return obligations after Mühlbeyer Environmental Compliance Standard valid and all applicable international, European and national regulations, directives and regulations comply. The client indemnifies the supplier this Environmental Compliance Standard upon request Available. The supplier is the customer through without delay at its own information receipt or by invitation the contracting authority in writing the composition of its contractual items. The supplier assures that information obligation acc. comply with 33 of the REACH regulation on the substances on the candidate list in the amended Art.. The supplier is liable for a breach of this Agreement and shall indemnify the Client on first demand from all claims and compensation for any damage arising directly or indirectly from the breach of this Agreement.

## **12. Traceability / Traceability**

The supplier will ensure marking the contract or, if it is impossible or impractical by other appropriate means, that it can determine immediately when a fault on the contractual items

occurrence which other contractual items could be affected. The supplier will inform about his identification systems or his other measures in such a way that the customer can make its own findings to the necessary extent. At the request of the client, the supplier is the application of the ZVEI Guide adhere to "identification and traceability in the electrical and electronics industries" in the amended and confirmed in writing.

### **13. Product Liability**

(1) As far as failure of the contractual objects manufactured by the supplier in damage to persons (body, Life, body, health) and / or in damage to the property of the client, the agents, the may cause or result in the client's employees or other third parties, the supplier is obliged to Contracting of third party damage claims on first request.

(2) In this context, the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB, in particular the cost of retrofitting or repair, replenishment, and the installation and removal of the corresponding Contractual items, arising out of or in connection with a study carried out by the client recall. The client is entitled, without the consent of the supplier at its own discretion at the expense of the supplier conduct a recall. The content and scope of the recall measures is the Client the supplier - as far as possible and reasonable - and give the supplier the opportunity to comment.

(3) The supplier undertakes to take out business and extended product liability insurance including product recall insurance at an appropriate level. Are the client about the insurance coverage also further claims for damages, these shall remain unaffected. On first request of the client the supplier is obliged to hand over the insurance policy and its insurance certificate.

### **14. rights**

(1) The supplier guarantees that the contractual items free of industrial property rights or copyrights, so-called.

Property rights of third parties, and that there are no other rights exist after becoming aware that restrict or preclude their use. The supplier guarantees that the delivery and use of the contractual items Patents, licenses or other rights of third parties are not violated.

(2) The Supplier shall indemnify Customer and his clients against claims of third parties arising from any infringements of property rights on first request and bear all costs and expenses that the customer in this connection arise.

(3) The customer is immediately entitled at the supplier's permission to use the relevant Contractual items as well as a license to use the relevant contractual items by the person entitled to obtain.

(4) If a third party claims of infringement of property rights by the contractual items by the supplier towards the principal claim and the use is hereby impaired or forbidden, as is the customer immediately entitled at the supplier's permission to use the relevant contractual items and to obtain a license to use the relevant contractual items by the holder. Immediately thereafter the Supplier in the event of a claim by the customer's choice, either the respective contractual items in alter consultation with the client so that they fall out of the scope, but nevertheless the corresponding agreements or obtain permanent authority to fully or without additional costs for the client can be used according to the contract.

(5) The client's right to rescind the contract and the mobilization of all other legal Claims by the customer remains of the above provision, however, unaffected. (6) In addition, Paragraph 9 applies paragraph 7 accordingly.

### **15. Liability / Other compensation claims**

The supplier is liable to the client regardless of the nature of the breach, in particular of ensuring, Impossibility and tort, for each negligence and criminal intent. Limitations and - exclusions of any kind is strictly prohibited.

### **16. Corporate Responsibility**

The supplier is committed as part of its corporate responsibility means that in the production of products or in the provision of services safeguarded human rights, respected labor standards and discrimination and forced and child labor will not be tolerated. The supplier confirms to tolerate any form of corruption and bribery or then to engage in any way. The supplier Commits to the extent to comply with the content of the Central Association of the Electrical Industry (ZVEI) the applicable Code of Conduct. The client indemnifies the supplier this Code of Conduct on first demand available.

### **17. order disclosure / Agreement / Change of Company**

(1) The supplier is not entitled, without the prior written approval of Customer rights and obligations or partly to pass from the individual contract to third parties. If the contracting authority the agreement, the Supplier remains solely responsible for the contract.

(2) The supplier has the authority by law any contract arising transition as well as any legal Succession and any change in the company without delay.

### **18. Data protection**

The Customer shall treat personal data of the supplier in accordance with the Federal Data Protection Act.

### **19. Place**

Unless otherwise agreed, the place of performance for the delivery and performance obligation by the Contracting desired delivery address or fixed place of delivery; for all other obligations of both sides of Seat in case of default. The risk of accidental loss and accidental deterioration shall only with acceptance or transfer at the place over to the customer.

### **20 payments, insolvency**

If the supplier ceases payments, a provisional insolvency administrator is appointed, his insolvency proceedings opened or assets are exchange or check protests against him, the customer is entitled to compensation entirely or partially withdraw from the contract without any claims against the client can be derived. If Customer withdraws from the contract, the contractual items shall only be settled at contract prices, as they can be used by the client intended. The resulting damage to the client will be deducted from the settlement.

### **21 writing**

As far as an explanation "in writing" or "in writing" shall be given, this declaration has from / to properly entitled to represent the contractor concerned person or persons signed in manuscript by name signature and the other party are received original or facsimile or electronic statement (z. B. e-mail, EDI) be issued without personal name signature, unless the writing is otherwise regulated differently in individual contractual agreements.

## **22. Contract language, correspondence**

The contract language is German or English. All correspondence and other records and documents are written in German or English. This also applies to all other documentation, eg. As for payment and warranty guarantees. If the contracting partners use beside another language, the German or English text shall prevail.

## **23. Different rules for hiring of construction**

If construction work included in the contract, the VOB / B and the numbers 1 to 22 and 24 to 25 of this General Purchasing Conditions apply with the following restrictions:

- (1) Where have completed a unit price contract, the parties will be settled in accordance with the provisions of the Treaty to ground. The fixed price agreement in accordance with paragraph 3, paragraph 1 of these general conditions of purchase then only refers to the respective unit prices.
- (2) Paragraph 4, paragraph 2 does not apply to the assignment of works. Rather, instead following rules apply: the device Supplier with compliance with the completion deadline from to reasons for which he is in default, applies the following Contractual penalty as agreed: The working day of delay with the completion of the contractual services owed by the supplier to the Contracting 0.2% of the net lump-sum fixed price or the estimated overall prize at the unit price contract. The Penalty shall not exceed (total) maximum of 5% of the net lump-sum fixed price or the preliminary total price the unit price contract. The retention of the contractual penalty does not need to be explained in the acceptance. It is sufficient, that the penalty is asserted when due to the final payment. The customer's claim on Spare a over the contractual penalty damages remains unaffected. The supplier paid penalties be counted towards claims for damages. If during the construction process, a change in the agreed or subsequently mutually agreed contractual schedule, contractual penalty must not be agreed again, rather the above rules also apply for it.
- (3) in section 4 paragraph 3 does not apply to the assignment of works.
- (4) If the customer is entitled pursuant to paragraph 6, paragraph 3 to withhold payment, § 641 paragraph 3 BGB.
- (5) Paragraph 9 (warranty / guarantee) forfeited without compensation. As far as the construction contract is not otherwise regulated, apply the Warranty regulations of the VOB / B with the exception of the warranty period. This is for construction work five (5) Years from acceptance by the customer. The works are formally decrease in any case.
- (6) In general, paragraphs 10 (series faults), 11 (Quality and Environment), 12 (Traceability / Traceability) and 13 (product liability) if commissioned works not apply.
- (7) Paragraph 20 (suspension of payments, insolvency) shall apply with the proviso that the customer is entitled in these cases instead to withdraw to terminate the contract.

## **24. Jurisdiction / Applicable Law**

- (1) Exclusive jurisdiction is the domicile of the client, if the supplier is a merchant. Of the However, authority reserves the right to assert its claims at any other permissible place of jurisdiction.
- (2) In addition, exclusively non-unified German law, notably the BGB / HGB. The provisions of are the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) locked out.



**25. Severability**

Should any part of these General Conditions of Purchase be or become invalid, the validity of the remaining provisions not affected; the same applies to the filling of gaps in the General Shopping conditions.