

General terms and conditions of purchase

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1.0 Conclusion of contract

1.1 Orders are placed on the basis of our General Terms and Conditions of Purchase. Other conditions shall form no part of contract, even if we do not expressly Oppose them. Should we accept the delivery or service without expressly stating its objection, this may on no account lead to the assumption that we have accepted the supplier's terms of delivery.

1.2 We await the order confirmation within 10 days after receipt of the order, otherwise we are entitled to revocation.

1.3 All kind of orders as well as their changes and amendments must be confirmed in writing. Verbal agreements must be confirmed in writing afterwards in order to be legally valid. Orders, delivery calls as well as their changes and amendments may also be carried out by long-distance data transmission or by means of machine- readable data carriers. Encoded e-mails as per signature law correspond to the written form.

1.4 Payments for visits or the elaboration of offers, projects etc. shall not be afforded.

1.5 We may ask for changes of the delivered item within the scope of the supplier's reasonability. Effects hereon shall be considered adequately from both sides, especially regarding the additional or reduced costs as well as the delivery dates.

1.6 The supplier has to state in his correspondence our order number and our EDP-number of the ordered article.

1.7 Supplier shall treat the conclusion of the contract confidentially and may only refer to business connections with us in advertising material after obtaining written permission from us.

2.0 Prices, Shipment, Packaging

2.1 The agreed prices shall be fixed prices and exclude additional claims of any kind. Our prices are quoted ex works, packaging included, unless otherwise agreed upon. Unless otherwise stipulated the supplier has to choose the minimum-cost mode of despatch. If prices are not specified in the purchase order the supplier's current price lists shall apply with the normal trade discounts. The agreement about the place of delivery is not affected by the type of pricing.

2.2 We shall only accept ordered volumes or quantities. Higher or lower quantities are only acceptable upon prior agreement with us.

2.3 Shipment shall take place at the risk of the supplier. The risk of deterioration, including accidental destruction, shall thus remain with the supplier until the time of delivery to the shipping address and/or place of use requested by us.

2.4 The supplier's obligation to take back the packaging shall be subject to the legal provisions. Only environment-friendly packaging material may be used. If we are billed separately for packaging as an exception, we are authorized to send back packaging in good order freight prepaid to the supplier, for a payment of two-thirds of the value stated in the invoice.

3.0 Invoices and Payment

3.1 Upon despatch of the goods invoices must be submitted separately to us in duplicate. Order number and date have to indicated on every invoice. Invoices not submitted properly shall only be considered as submitted to us from moment of rectification.

3.2 Payment shall be made either within

15 days with 3 % discount or after

30 days net, calculated after receipt of the goods.

3.3 Settlement of an account can not be considered as a waiver of claim regarding the invoiced goods.

3.4 In the event of faulty delivery we shall be optionally entitled to either withhold payment proportionate to value until proper performance or to debit the faulty goods in case of reshipment. In this case the supplier must issue a new invoice when delivering again. Costs for reshipment in case of faulty goods are for supplier's account, whereas we try to keep them low.

4.0 Terms of delivery, delay in delivery

4.1 The agreed delivery dates are binding. Relevant for compliance with the delivery date or delivery period shall be the receipt of goods at the place of use specified by us or the timeliness of a successful acceptance.

4.2 If the supplier realizes that an agreed deadline cannot be maintained for whatever reasons he shall immediately inform us about this fact in writing, stating the reasons for the delay and its expected duration.

4.3 If the supplier is in default with the delivery we shall be entitled to statutory claims.

4.4 Following the fruitless expiry of a reasonable grace period set by us, we shall be entitled to claim compensatory damages at our option for non-performance or obtain substitute performance from a third party or withdraw from the contract.

4.5 In the event the goods arrive earlier than agreed we shall reserve the right to return the goods at the expense of the supplier. If the goods are not returned after a delivery period ahead of schedule they shall be stored at us at the expense and risk of the supplier until the actual agreed date of delivery. In the event of an early delivery we shall reserve the right to fulfill payment not earlier than on the agreed due date.

5.0 Warranty

5.1 Supplier shall guarantee and warrant that all technical data mentioned in our drawings and/or conditions of delivery will be followed.

5.2 Supplier warrants further that all deliveries/performances comply with the state-of-the-art technology, the relevant statutory provisions and standards, regulations and directives set forth by authorities, professional associations and trade associations.

5.3 Supplier undertakes to use environment-friendly products and processes in his deliveries/performances as well as in supplies or additional services from third parties within the scope of his economic and technical possibilities. Supplier shall be liable for environmental compatibility of the delivered products, materials and for all consequential damages resulting from his failure to comply with statutory provisions on disposal. Supplier undertakes to include the safety data sheets valid for his deliveries into the respective delivery. He shall indemnify us against all recourse claims by third parties in case he fails to deliver the safety data sheets or if he delivers them late. The same shall apply to all later modifications.

5.4 Any defects in delivery/performance notified during the warranty period, also including the failure to attain guaranteed specifications and the absence of guaranteed properties, must be remedied by the supplier without delay and free of charge upon request, including all incidental costs, at the discretion of Customer by rectifying the defects or by exchanging the defective parts and/or delivering a replacement. Any further claims, especially claims for cancellation/reduction and / or compensation shall remain unaffected.

5.5 If the supplier does not comply with his obligations under the liability for defects within a reasonable period set by us, we shall have the right to take the necessary measures ourselves or through a third party at the expense and risk of the supplier regardless of his obligations for warranty.

5.6 In urgent cases we may perform the remedy by rework ourselves or have third parties do it. We may then charge the supplier with the required expenses without hereby restricting the obligations under the liability for defects and warranty of the supplier.

5.7 The warranty period shall be 24 months unless explicitly agreed otherwise. It shall begin when goods were received by us. With devices, machines and systems, the warranty period shall begin with the date of acceptance, for replacement parts it shall be one year after set-up and shall end two years after delivery at the latest.

5.8 The guarantee claim becomes statute-barred six months after the complaint about the defect has been made however not before the end of guarantee period.

5.9 Should a claim be made against us owing to the infringement of official laws or due to German or foreign product liability regulations or laws owing to the faultiness of our products which is attributable to products of the supplier, we are entitled to demand compensation for this damage from the supplier in so far as the latter has been caused by his products.

6.0 General conditions

6.1 Should parts of these General Terms and Conditions of Purchase be invalid the validity of the remaining provisions shall not be affected.

6.2 The supplier shall guarantee and assure that all deliveries are free of any third party industrial property rights and especially the delivery and usage of the delivery items will not violate any patents, licences or other property rights of third parties.

6.3 The supplier shall indemnify us and our clients against any claims by third parties concerning violations of industrial property rights and bear all costs arising to us in this context.

6.4 We shall be entitled to obtain the approval for the usage of the respective delivery items and performances from the party holding such rights at supplier's expense.

6.5 The supplier shall undertake to keep all details that are not obviously commercial or technical and which become known to him through the business relationship, strictly confidential and may not be disclosed to third parties.

6.6 If the supplier ceases to pay a provisional insolvency administrator shall be appointed or insolvency proceedings are opened up over his assets, we shall be entitled to withdraw fully or partially from the contract.

6.7 Place of jurisdiction shall be Albstadt-Ebingen.

6.8 Exclusively German law shall be applicable.

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