

1. Applicability, order placement, form

- 1.1 All our orders and purchases shall be subject exclusively to the following terms and conditions. The following Terms and Conditions of Purchase apply to all business relationships with our business partners and suppliers ("Contractors"). They apply in particular to contracts for the sale and/or delivery of movable goods ("goods" and "services"), irrespectively of whether the Contractor manufactures/produces the "goods" and "services" itself or purchases them from suppliers (§§ 433 et seq., 650 BGB/German Civil Code). Any terms and conditions of the Contractor that deviate from these conditions will not form part of the contract, unless we agree to them specifically in writing in each individual case. Our conditions also apply to the exclusion of others even if we accept the delivery or services of the Contractor without reservation knowing that there are conditions that oppose or differ from our terms and conditions. In the case of an ongoing business relationship, these terms and conditions shall also apply to all future business with the Contractor. The version of this document that is in force when the relevant business is concluded shall be decisive. Contractual agreements between us and the Contractor shall be documented in writing.
- 1.2 Our written confirmation shall be definitive for the order. Orders given verbally only become legally binding when they are confirmed by us in writing. Any order shall be confirmed to us immediately or at the latest within three working days, on a copy of our order form with a specific reference to any deviation(s) from our order. Our order number and the DÜRR article number with version shall also be stated exactly and in full. We may demand at any time changes to the delivery item in terms of design and execution, unless such changes would be unreasonable to expect of the Contractor. The effects of this, particularly regarding any increase or reduction in costs and delivery deadlines, shall be mutually agreed as appropriate.
- 1.3 Legally relevant declarations and notifications by the Contractor in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in case of doubt about the authority of the declarant, shall remain unaffected.
- 1.4 References to the applicability of statutory provisions are provided for clarification purposes only. Even without such clarification the statutory provisions shall therefore still apply, unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2. Legal compliance

- 2.1 The Contractor shall comply with all laws and regulations that apply at the place of performance, in particular in relation to data protection and environmental laws, labour laws (including minimum wage provisions), occupational health and safety laws, right of residence, immigration law, social security laws and taxation laws. The same applies to the destination of the delivery or service if known to the Contractor.
- 2.2 The Contractor shall submit all notifications required by law, shall pay all taxes, customs duties and fees, and shall obtain all authorisations, licences and approvals.
- 2.3 In cases of suspected violations, we can demand information from the Contractor including documents and other forms of evidence.

3. Prices, delivery location

- 3.1 Unless agreed expressly otherwise, the contractually agreed prices - including in the case of successive delivery contracts - are fixed prices and are subject to statutory sales tax and include free delivery to the location specified by us as well as packaging suitable for transport, transport insurance and other ancillary costs and expenses.

- 3.2 If the destination location is not specified in our order and nothing else has been agreed, the delivery/service shall be made to our registered office in 74321 Bietigheim-Bissingen. Each destination location shall also be the place of performance for the delivery/service and any subsequent performance (obligation to deliver).

4. Performance, delivery date / date of performance

- 4.1 The Contractor is not entitled to have the service owed by him performed by third parties (e.g. subcontractors) without our prior written consent. The Contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 4.2 The agreed date(s) or time limits for delivery/performance are binding. The deadlines for delivery/performance start from the date of the order. Compliance with the agreed delivery times and deadlines shall be based on receipt of the delivery or service at the address stated by us. If delays in carrying out the order are to be expected, the Contractor shall inform us immediately - irrespectively of the cause for the delay - stating the reasons and expected duration of the delay.
- 4.3 If the Contractor is in default, our rights shall be determined in accordance with the statutory provisions. Furthermore, we shall be entitled, without prejudice to the right to further compensation, to impose a contractual penalty of 1% of the order value, per commenced calendar week, up to a maximum of 5% of the order value. Pursuant to Section 341 of the German Civil Code, we reserve the right to impose this contractual penalty until final payment of sums contractually agreed; in the event of framework or long-term agreements, until the end of the year in which the delivery is made or service is rendered. The Contractor reserves the right to prove that no damage at all or only significantly less damage has been incurred.

5. Transfer of risk, default of acceptance

- 5.1 The risk of accidental loss and accidental deterioration of the item shall pass to us upon delivery at the place of performance. Insofar as acceptance has been agreed or is provided for by law, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 5.2 The statutory provisions shall apply to the onset of our default in acceptance. However, the Contractor must also expressly offer us his performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB/German Civil Code). If the contract relates to a non-fungible item to be manufactured by the Contractor (one-off production), the Contractor shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

6. Quality

- 6.1 The Contractor shall guarantee that the goods or services for delivery conform to samples approved by us, the relevant standards (DIN, EU) and all safety regulations. The same shall apply to performance data and other information in the Contractor's confirmation of order. The Contractor shall also ensure that dimensions, weights and preparations based on drawings shall conform to those stated in the order.
- 6.2 The Contractor shall continually base the quality of his products and services on the latest state of the art and shall inform us about potential improvements or technical optimisations.

6.3 The Contractor shall install and maintain an appropriate quality assurance system in accordance with the latest technology. He shall prepare records in particular with regard to quality testing and shall make these available to us on request.

6.4 The Contractor hereby gives his agreement for the carrying out of quality audits by us and/or our customer. We or our customer are entitled to have quality audits carried out by competent third parties.

7. Duty to give notice of defects, defective delivery

7.1 Insofar as relevant by law and insofar as no acceptance of the performance object is intended, the time limit for inspection and notification of defects (§§ 377 section 1, 381 section 2 HGB/German Commercial Code) for defects that are apparent on delivery is two weeks from receipt of the goods at the place of receipt. Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection under external examination, including under review of the delivery papers (e.g. transport damage, wrong and short delivery), or that are recognisable during our quality control in a random sampling procedure. Moreover, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. If a defect can only be found following special examination or testing or if it is a hidden defect, the deadline shall be two weeks from discovery of the defect. If a longer deadline is appropriate in individual cases, this shall apply.

7.2 If we provide the Contractor with any plans, drawings, materials or accessories, the Contractor shall be obliged to check them for completeness, correctness and suitability for the intended purpose. If the Contractor raises no objections, he shall also be unconditionally liable for defects in this respect.

7.3 If deliveries/services rendered are defective, we shall have recourse to all contractual and statutory compensation rights, which may not be limited by the supplier in any way.

7.4 Notwithstanding our statutory rights and the above provisions on our inspection and complaint period, the following shall apply: If the Contractor fails to fulfil its obligation of subsequent performance – at our discretion by remedying the defect (rectification) or by delivering a defect-free item/service (replacement delivery/service) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this from the Contractor or a corresponding advance payment. If subsequent performance by the Contractor has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Contractor of such circumstances without delay, if possible in advance.

7.5 Otherwise, in the event of a material defect or legal defect, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

7.6 The limitation period for our claims for defects is 36 months from the transfer of risk, unless longer statutory periods apply. Insofar as acceptance is intended or agreed by law, the limitation period shall commence upon acceptance. The 36-month limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem for surrender by third parties (§ 438 (1) No. 1 of the BGB/German Civil Code) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right – in particular in the absence of a limitation period – against us. The limitation periods of the law on sales, including the above extension, shall apply – to the extent provided by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB/

German Civil Code) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

8. Supplier recourse

8.1 We shall be entitled without limitation to our legally established claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB/German Civil Code) in addition to the claims for defects. In particular, we are entitled to demand from the Contractor exactly the type of subsequent performance (rectification or replacement delivery) that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (§ 439 para. 1 BGB (German Civil Code)) is not restricted by this.

8.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 S. 2, 475 para. 4 BGB/German Civil Code), we shall notify the Contractor and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Contractor shall be obliged to prove the contrary.

8.3 Our claims from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by integration, attachment or installation.

9. Invoicing, payment

9.1 Unless agreed otherwise, invoices shall be issued to us in duplicate – the duplicate being marked as such – separately for each delivery or service. Invoices must not be sent with the consignment.

9.2 Provided no other agreement is in place and subject to the invoice being correct, payment shall be made within 14 days with a discount of 3% or within 30 days for the net amount. The deadline shall commence on our receipt of both the invoice for verification and the goods or services. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

9.3 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the Contractor arising from incomplete or defective services; in the case of notices of defects, we are entitled to withhold payment of the invoice in an appropriate amount until complete clarification and to still deduct discounts after this time.

9.4 On our demand, deposits payable by us shall be covered by the Contractor by directly enforceable bank guarantee.

9.5 We do not owe any maturity interest. The statutory provisions shall apply to default in payment.

9.6 The right of the Contractor to offset with counterclaims and to enforce a right of retention is ruled out unless the counterclaims are uncontested by us, legally determined or acknowledged.

10. Obligation to deliver beyond the end of the contract period

10.1 For 10 years after termination of the series delivery agreement, the Contractor shall be obliged, on demand from us, to deliver further parts/replacement parts. To ensure that this obligation is met, the Contractor shall carefully maintain, store and insure the necessary tools and other appliances that are required to manufacture the delivery object during this period.

10.2 Sub-suppliers shall be obligated accordingly.

11. Producer liability, product liability

- 11.1 If the Contractor is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- 11.2 Within the scope of his indemnification obligation, the contractor shall reimburse expenses pursuant to §§ 683 S. 1, 670 BGB/German Civil Code arising from or in connection with a claim by third parties including recall actions carried out by us. We will inform the contractor about the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.
- 11.3 If claims concerning product liability are made against us, the Contractor shall indemnify us for damages sustained (including costs of any recall action), insofar as he is responsible for the mistake triggering the liability.

12. Provision of materials, retention of title

- 12.1 Material provisions shall remain our property and shall be stored separately by the Contractor and only used for our orders. The Contractor shall be liable for damage or loss. The Contractor shall insure all provisioned parts against fire.
- 12.2 The processing, mixing or combination (further processing) of the provided material shall be carried out on our behalf. In all cases, we shall become the owner of the newly produced objects. If external material is also processed, we shall become co-proprietor. The same shall apply in the event of further processing of the goods delivered by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 12.3 The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. However, if in individual cases we accept an offer of the Contractor for transfer of ownership conditional on payment of the purchase price, the Contractor's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

13. Property rights (exclusive rights)

- 13.1 All items, samples, drawings, plans, models, tools, technical instructions supplied to the Contractor remain our property, we reserve all copyrights thereto. The Contractor shall keep such items confidential and return them to us on demand at any time free of charge. It is not permitted for them to be passed on to third parties or used for own purposes.
- 13.2 If the Contractor produces tools, moulds or other aids at our expense for our order, these shall become our property and the Contractor shall store them for us, properly and free of charge.
- 13.3 Moulds, tools or other aids mentioned above or goods produced using these may not be given to third parties or put to the Contractor's own use by the Contractor without prior written permission from us. They shall be protected from unauthorised view or use and shall be returned to us free of charge at any time. With the exception of the obligation to return items, these duties shall also apply even if the tools remain the property of the Contractor in exceptional cases.
- 13.4 If constructions, developments, designs or similar services are part of the services to be provided by the Contractor, he shall be obliged to return to us all results, in particular, drawings for construction and manufacturing as well as documentation, user handbooks, etc.

- 13.5 The development of software shall include in particular the delivery of the software in the source and object program form and the documentation of the program development and application; this also applies to later updates within the framework of a maintenance contract.
- 13.6 If the Contractor makes improvements in connection with the order, we shall have a cost-free, non-exclusive usage right for commercial use of the improvement and any associated industrial property rights.

14. Industrial property rights

The Contractor assumes exclusive liability for its deliveries and services vis-à-vis third parties for infringement of industrial property rights in the countries of the European Community, the USA or Canada as well as in countries in which industrial property rights exist with the same subject matter as in one of the aforementioned countries. In this context, the Contractor shall be obliged to release us from all claims from third parties. This does not apply if the Contractor can prove that he is not responsible for the breach of duty.

15. Secrecy

- 15.1 The Contractor shall keep secret the business and operational secrets obtained as a result of the cooperation, must not disclose them to third parties without our written permission and must also not use them for its own business purposes without due authorisation and entitlement.
- 15.2 This duty of confidentiality does not apply in relation to such information that was already generally known in the public domain when it was obtained by the Contractor, or that was generally accessible during the period of validity of these conditions, without this being attributable to a breach of contract on the part of the Contractor. The same applies insofar as the Contractor demonstrates that this information was already known to him beforehand.
- 15.3 The duty of confidentiality applies for a duration of three years beyond the end of the business relationship between the parties.

16. Place of jurisdiction and applicable law

- 16.1 Insofar as the Contractor is an entrepreneur as defined by § 14 of the BGB (German Civil Code), a merchant within the meaning of the HGB (German Commercial Code), a legal entity under public law or a special fund under public law, or if he has no general place of jurisdiction in Germany, our registered office in 74321 Bietigheim-Bissingen shall be agreed as the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship. We are also entitled, however, to file legal proceedings at any other court having statutory jurisdiction. Overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.
- 16.2 The legal relations between us and the Contractor shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law. In particular, the United Nations Convention on the International Sale of Goods shall not apply.

17. Amendments, invalidity clause

- 17.1 Amendments to these terms and conditions of purchase or to any other legal agreements shall be made in writing.
- 17.2 In the event that individual parts of these terms and conditions of purchase expire by law or individual agreement, this shall not affect the validity of the remaining conditions.