

General Purchasing Terms and Conditions for deliveries and services (AEB) (Status 01.05.2017)

1. General information, scope

- 1.1 The following AEB constitute an integral part of the orders applicable for deliveries and services (together "Services"). They shall apply towards entrepreneurs, legal entities under public law and special assets under public law (Supplier).
- 1.2 By accepting these AEB without any contradiction the Supplier declares that he agrees with their exclusive scope for the respective order and for possible follow-up business. In the event that special agreements which deviate from these AEB are reached for a certain order, then these AEB shall be subordinate and apply in addition to the special agreements.
- 1.3 The applicability of deviating general business terms of the Supplier is hereby also opposed for the event that they are sent to the customer in letters of confirmation or in any other manner.

2. Offer, collateral agreements, inadmissible advertising

- 2.1 Verbal collateral agreements and the exclusion, change and/or supplement to these AEB require the express written confirmation of the customer for their validity.
- 2.2 The use of orders for purposes of reference and/or advertising requires the prior written consent of the customer.

3. Drawings, models, tools

The customer reserves the ownership and/or copyright and/or other property rights for all diagrams, drawings, models, samples, calculations, construction plans and other documents, which he made available or paid for executing the order; these documents may only be used for work to settle the order and may not be reproduced and/or made accessible to third parties without the express written consent of the customer. They are to be returned to the customer after the order has been settled without request and free of charge. The Supplier shall be liable towards the customer for all damages, which are suffered through a culpable infringement.

4. Responsibility for technical information

The consent of the customer for drawings, calculations and other documents has no effect on the sole responsibility of the Supplier with regard to the object of service. This shall also apply for suggestions, recommendations and other assistance on the part of the customer.

5. Inspections

After timely prior notification the customer or his employees and/or third parties named by him shall be granted access to the production plants of the Supplier and/or his sub-suppliers at all times, in order to inspect among others the production status, the use of suitable materials, the use of the necessary skilled workers and the skilled execution of the ordered service. Such inspections will be carried out without any legal effect with regard to a possible acceptance; an inspection replaces neither an acceptance, nor does it limit in any way the sole responsibility of the Supplier with regard to his services, in particular no objection regarding a co-fault of the customer can be derived thereof.

6. Spare parts

The Supplier assures that spare parts and parts subject to wear and tear are available for a period of at least 10 years after the end of the warranty for each order.

7. Conveyance of hazardous goods, marking of hazardous goods and materials, packaging

- 7.1 It is the responsibility of the Supplier to check before accepting the order whether the items named in the order and/or their parts are to be classified as hazardous goods (e.g. colours, gaskets, adhesives, chemicals or inflammable, oxidation, at risk of explosion, combustible, toxic, radioactive, caustic, carcinogen or goods with a trend to self-heating) or hazardous material in the country of origin, country of destination and/or all transit countries. In such cases the Supplier must inform the customer immediately and in full (e.g. by submitting current material safety data sheets). No later than with his written order confirmation he must send the customer the correctly completed binding and signed declarations which are required for their despatch by law.

- 7.2 With the packaging, marking and declaration of hazardous goods the Supplier is obliged to observe the respective national and international applicable regulations in particular

Sea freight	GGVSee-IMO/IMDG Code
Air cargo	IATA-DGR/ICAO-TI
Rail	GGVE/RID
Road	GGVS/ADR
General	Hazardous goods directive;

Possible deviating and/or additional national regulations of the respective country of destination are also to be observed, if the country of destination was named in the order.

- 7.3 The Supplier is responsible for all damages suffered as a result of incorrect information in the binding declarations or because existing regulations were not observed in the handling (packaging, despatch, storage, etc.) of hazardous goods.

8. Export permit

The Supplier undertakes to inform the customer immediately in writing whether and to what extent on the whole or in part governmental export permits are necessary for the order or similar statutory or official conditions are to be satisfied or they are subject to US export restrictions.

9. Prices, pricing, terms of payment, default

- 9.1 The agreed contractual prices are binding. They do not include the applicable rate of value added tax.
- 9.2 Insofar as not expressly agreed otherwise in writing, the prices are DAP (named location) according to INCOTERMS 2010.
- 9.3 The payment is made on the 25th of the month following the complete and proper satisfaction of contract and receipt of the invoice minus 3 % cash discount or within 90 days net.
- 9.4 In the event of agreed instalments the receipt of the invoice is solely decisive for the start of the deadline insofar as the provision of certain services and/or the provision of securities are not agreed as pre-requisites. Possible agreed instalments do not release the Supplier from his obligation to carry out and settle all services in a specified final invoice.
- 9.5 Default shall be incurred after the due date only following an express reminder.
- 9.6 The Customer shall not be in default of payment if he made a mistake in good faith about the existence of an objection filed against the Supplier's claims for remuneration or an asserted right of retention.
- 9.7 If a payment default of the customer is due to simple negligence, interest on default is limited to 3 (three) percentage points above the base lending rate (§ 247 BGB) insofar as the Supplier does not prove that he suffered higher damages as a result of the default.
- 9.8 Payments of the customer do not represent in any way an acknowledgement of qualified and impeccable service within the meaning of an acceptance.

10. Set-off, right of retention, group clearing

- 10.1 The customer is entitled to rights of set-off and retention to the extent as permitted by law.
- 10.2 The customer is also entitled to rights of set-off and retention owing to such claims which he has against companies which are affiliated with the Supplier within the meaning of § 15 AktG [Companies Act].
- 10.3 Disputes concerning the amount of the remuneration to be paid to the Supplier do not entitle the Supplier to suspend his services either in whole or in part even only temporarily.

11. Delivery time, delayed delivery

- 11.1 The delivery time stated in the order is binding. Premature deliveries and/or part deliveries require the express written consent of the customer.
- 11.2 The Supplier undertakes to inform the customer immediately in writing in case circumstances occur or become recognisable from which it can be seen that the delivery time cannot be observed.
- 11.3 The customer is entitled to demand 0.2 % of the total contractual price per part of a calendar day of the overrun of the deadline, altogether however no more than 5 % of the total contractual price

as conventional penalty besides performance insofar as the facts which justify the default are based on circumstances for which the Supplier is responsible. The assertion of further claims owing to default (including the right to cancellation and/or compensation instead of performance) is thus not excluded. The right of the customer to demand the conventional penalty will also continue to exist until final settlement / payment if he did not reserve the right to this when accepting the service.

- 11.4 The customer can also and irrespective of his other rights, after expiry of a reasonable final deadline set by him or, with danger in default or in order to avoid further damages without having set a final deadline, have the service which was not yet provided by the Supplier provided by a third party for the account of the Supplier insofar as the facts which justify the default are due to circumstances for which the Supplier is responsible.

In each case of a substitute performance by the customer, the Supplier shall at his costs procure the customer all information necessary for this and hand over documents in his possession and in case for example of existing own or property rights of third parties to the extent as necessary for the substitute performance procure corresponding rights of use or immediately release the customer from claims from these rights of third parties.

Upon conclusion of this contract the Supplier declares that he agrees with the use of his property rights in the substitute performance by the customer or third parties commissioned by him. The claim for payment of the conventional penalty already incurred until the order is placed with third parties is to be satisfied in any case.

12. Assignment of claim

Claims directed against the customer may only be assigned with his prior written consent. This shall not apply for assignments within the framework of an extended reservation of title. § 354a HGB remains unaffected.

13. Passing of risk

The Supplier bears the risk according to the delivery terms agreed with him respectively according to Subclause 9.2.

14. Documents

The Supplier undertakes to include the order number and the respective order position number of the customer and the markings agreed as per contract on all dispatch documents and/or delivery notes otherwise the Supplier shall be solely responsible for possible consequences (e.g. further delays, additional costs) insofar as they were caused by him.

15. Warranty, complaint of defects, recourse

- 15.1 The Supplier shall assume warranty that his services comply with the recognized rules and state-of-the-art technology and the standards, regulations and norms existing in the country of the Supplier and in the country of destination (including safety, labour protection and accident prevention regulations), the agreed conditions, have the guaranteed properties and also otherwise are free of defects of title and quality.

- 15.2 The customer undertakes to inspect the service in line with the circumstances and the climatic and other requirements at the respective place of use immediately for possible defects of quality and/or quantity and to complain about possible defects immediately after they are discovered.

- 15.3 The customer is entitled to the statutory warranty claims without restrictions.

The customer can in any case at his choice demand correction of defects or substitute service from the Supplier; the Supplier shall bear all expenses necessary for the purpose of correcting defects or providing compensation.

After informing the Supplier the customer is also entitled to correct the defects personally at the costs of the Supplier, in case of risk in default or owing to the existence of a duty to minimize damages there is a special need for urgency and for these reasons it does not appear useful to set a final deadline for help or a reasonable final deadline previously fixed for correcting the defects has passed unsuccessfully or subsequent performance has failed.

The customer may demand advance payment from the Supplier for his necessary expenses caused thereby.

- 15.4 Insofar as the customer is personally entitled to correct the defects according to Subclause 15.3 above, Subclause 11.4 shall apply with regard to the obligations of the Supplier.

All costs incurred with correcting the defect, in particular for dismantling, assembly, travelling, freight, packaging, insurances, custom duties and other public duties, tests and technical acceptances are to be borne by the Supplier.

- 15.5 The customer's claims owing to defects shall become statute-barred insofar as not otherwise agreed in writing, after 36 months beginning from acceptance. If the service is determined for a building and if it caused it to be defective, the statute of limitations is 5 years. Longer statutes of limitations remain unaffected; §§ 438 Par. 3, 479 and 634a Par. 3 BGB also remain unaffected.

Insofar as services cannot be used as per contract as a result of subsequent performance work by the Supplier, their warranty period shall be extended by the duration of this interruption. For services repaired and/or replaced within the framework of the warranty, the warranty period shall begin to apply again with acceptance of the repair or the substitute service, insofar as the repair / substitute service was carried out within the framework of the obligation for correcting defects, however for no longer than five, in the event of construction services no longer than seven years from acceptance.

16. Product liability, release, insurance cover

- 16.1 Insofar as the Supplier is responsible for a product fault or the breach of statutory/official safety regulations, he shall release the customer from possible claims for damages of third parties. In addition, the customer is entitled to reimbursement of all expenses, incurred to the customer in particular in connection with thus recall actions arranged by him; the customer shall inform the Supplier, insofar as possible and reasonable, in advance about type and scope of recall actions. Further statutory claims remain reserved.

- 16.2 The same shall apply insofar as product faults are a result of services of sub-suppliers or sub-contractors of the Supplier.

- 16.3 The Supplier undertakes to maintain sufficient insurances against product liability and to provide proof thereof in writing to the customer upon request at all times, in particular through a written confirmation of the Supplier's insurance company.

17. Liability for environmental damages

The Supplier is liable for all damages suffered in connection with his services through a culpable infringement of provisions under environmental protection law (such as e.g. pollution control laws, used oil and water resources laws, waste disposal laws and/or directives issued in this respect). He shall release the customer in this respect from all possible claims for damages of third parties. In addition, he must pay for the damages suffered at the customer.

18. Property rights

The Supplier is responsible for ensuring that no rights of third parties are infringed in connection with executing the orders. In the event of possible claims by third parties the Supplier must release the customer from those claims which are due to circumstances for which the Supplier is responsible. The duty for release refers to all expenses necessarily incurred to the customer from and/or in connection with such claims.

19. Sub-contracting, partial invalidity

- 19.1 The Supplier requires the prior written consent of the customer for exercising rights of retention towards his sub-suppliers.

In order to avoid the exercising of rights of retention on the part of the sub-supplier of the Supplier the customer is entitled to make direct payments to sub-suppliers which, insofar as they relate to justified claims of the sub-supplier, in the relationship to the Supplier are deemed as payment in lieu of performance. Deemed as justified claims of the sub-supplier against the Supplier according to the above sentence are also those with which the customer made a mistake in good faith about their existence.

In any case third parties, in particular sub-suppliers and sub-contractors, the services of whom the Supplier used for satisfying his obligations from the order or whom are otherwise involved by him in connection with his services, are vicarious agents of the Supplier.

- 19.2 In the event that individual contractual provisions are invalid this shall have no effect on the validity of the other contractual provisions. The contractual partners undertake to replace the invalid contractual provisions immediately by way of supplementary agreement by a provision which shall as far as possible satisfy the commercial intention of the invalid contractual provision.

20. Storage

20.1 On request of the Client, the Contractor is obliged - even after notice of readiness for acceptance or shipment - to defer shipment of the delivery item for up to 90 days or postpone acceptance or takeover by the Client for up to 90 days.

In this case, the Contractor shall carefully store the supply or parts of it at his own charge and risk in a suitable protected place and insure it sufficiently against the usual risks, such as theft, fire, flooding, etc.

The Contractor will carry the risk of loss or damage during this period.

The costs of storage and insurance of the ordered items for a period of up to 90 days commencing with the actual date of readiness for shipment but not prior to the contractually agreed date of delivery will be borne by the Contractor, if these costs do not exceed 5 % of the contract value. As for the rest, i.e. in the case of storage for a period of more than 90 days, the Client will bear the additional costs, as far as proof of these costs is established.

20.2 If during the period of storage, payment of an instalment due is effected by the Client, the Contractor shall transfer the ownership of the paid delivery item to the Client so that the Client becomes indirect possessor and owner of the delivery items. After transfer of ownership, the delivery item is to be marked clearly as property of the Client.

Payment of an instalment due does not imply acceptance of the ordered delivery item or items.

20.3 The Client is entitled to request access to the ordered and /or transferred delivery items at all times during the usual business hours and also have these collected by own employees or by commissioned third parties during the normal business hours. For this, it is sufficient that the Client notifies the Contractor of the collection in due time.

If included in the scope of services of the Contractor, delivery is to be effected without delay on request of the Client.

21. Compliance

21.1 The Supplier shall comply with all Legal Requirements including without limitation all applicable building, labor, health, safety, immigration/emigration, environmental, export control, corruption, bribery, antitrust, modern slavery act, money laundering and fraud and criminal laws and regulations. Provided that the Supplier employs subcontractors in connection with the services to be provided, the Supplier commits to comply with all statutory requirements regarding minimum wages. In the event of contravention, the Supplier shall compensate the Customer for any damages incurred. This can be done by withholding of remuneration components until proofs of compliance are presented by the Supplier.

Further, the Supplier shall not give, offer to give, demand or accept, directly or indirectly, to or from any person, any bribe or any other thing of value or any other benefit, as an inducement or reward for doing or refraining from doing anything in relation to the Contract.

The Supplier shall not use the money received from the customer for corrupt practices.

Further, the Supplier shall not communicate with competitors regarding current or future prices, pricing policy, sales volumes or terms, production levels or any other information that relates to the marketplace.

21.2 The Supplier shall (i) ensure that the Supplier's Personnel, the Supplier's Subcontractors and the Supplier's Subcontractors' Personnel also comply with the requirements set out in Clause 21.1 above and (ii) include corresponding obligations in the Subcontracts.

21.3 The Supplier warrants that the bank account to which the customer shall make the remuneration is held with a bank in the European Union or Japan. The indicated account shall be held with a bank (i) in a country where the Supplier has a registered place of business or registered office, or (ii) in a country where the Supplier performs its works and services under the Contract. Moreover, the Supplier warrants that he is the holder of the said account, the account is not held by any third party (e. g. his employer, agent, etc.) and is only used as a business

account for settlement of the Supplier's business transactions ("Geschäftskonto").

21.4 Violations of these principles are subject to criminal and civil law. In case of any violation of these principles the customer is entitled to terminate the contract without notice.

21.5 The customer is allowed to verify the degree of compliance with the requirements of the aforementioned principles if reasonable suspicion of non-compliance is given and provided that these verifications are in connection with the execution of this Contract. In the event that - based on reasonable evidence - the Supplier has engaged in practices which are against the aforementioned principles, the Supplier shall permit the customer to inspect the Supplier's account and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the customer. The Supplier shall provide any documents necessary for the investigation of the allegations and require its employees or agents with knowledge of the Contract to respond to questions from the customer and/or its auditors.

22. Place of performance

The place of performance for services of the Supplier is the agreed place of use, for payments of the customer it is his registered seat.

23. Place of jurisdiction, applicable law

Insofar as the Supplier is a full merchant, a legal entity of public law or special assets under public law, the place of jurisdiction for all types of proceedings is the registered seat of the customer; the customer may also sue the Supplier at his general place of jurisdiction.

The decisive law of the Federal Republic of Germany for the legal relations of domestic contractual partners shall apply without exception; the applicability of the UN law on purchases is hereby excluded.