

General Purchase Terms and Conditions

Version: Status March 2012

1. Scope of application

These Purchase Terms and Conditions shall apply exclusively to all – including future – contracts with companies, corporate bodies under public law and public separate estates for deliveries and other services, including contracts for work. Contradictory, deviating or supplementary terms and conditions of the contractor shall hereby be contradicted. They will not be accepted even if they have not been expressly contradicted again after receipt and the delivery has been accepted and / or the goods have been paid for. They shall only apply if the purchaser has expressly agreed to them or parts of them in writing.

2. Offer, order, contract, confirmation

Deliveries and services that have not been expressly ordered shall not constitute any claims on the part of the contractor. In the offer, the contractor shall adhere exactly to the specification and the wording of the enquiry. In the event of deviations, an express reference shall be required. The client shall retain ownership and copyrights to illustrations, drawings, calculations and other documents of the client; they may not be made accessible to third parties. The passing on to third parties shall require the explicit and written consent of the client. The documents shall be used exclusively for production on the basis of the order of the client; after completion of the order they shall be returned to the client without being asked. The preparation of offers shall be free of charge and non-binding for the client. The contractor shall be bound to its offer for a period of eight weeks after receipt by the client. Orders, verbal subsidiary agreements to the order, agreements and statements by employees of the client shall only become binding upon written confirmation by the client. This shall also apply to subsequent changes and additions. The contractor shall immediately notify the client in writing of any changes or extensions to the scope of delivery / service that prove necessary during the execution. They shall require the prior written consent of the client. The written form shall also be granted in the case of transmission by electronic data transfer. The order shall be confirmed by the contractor within eight working days by means of a legally signed order confirmation. This shall not apply to orders that were transmitted by the client by means of electronic data transfer. In this case, confirmations shall be made within two working days. Non-confirmation shall be considered as acceptance. Subject to the requirements of § 48 of the Einkommensteuergesetz [German Income Tax Act], the contractor shall submit a valid certificate of exemption in accordance with § 48 b of the Income Tax Act in legible copy and / or, in the case of an order-related certificate, in the original with the submission of the offer. Otherwise, the offer cannot be considered in the further award procedure. The contractor shall inform the client immediately of any revocation of a valid certificate of exemption.

3. Delivery dates, place of performance, default

Agreed deadlines for the delivery or performance of the contractor shall be binding. Deliveries before the agreed delivery date can be rejected by the client. The Contractor shall be obliged to inform the client immediately

in writing if circumstances occur or become apparent to it which indicate that the agreed deadline cannot be met. The obligation to meet the agreed deadlines shall remain unaffected. For the timeliness of deliveries, the date of receipt of the goods at the place of receipt specified by the client shall be decisive. The punctuality of services with installation or assembly as well as other services shall depend on their completion by the contractor. Place of performance, unless otherwise stated in the order, shall be the area of the goods receiving department of the client. The delivery dates are shall be agreed with it in good time before delivery. In the event of default on the part of the contractor, the client may, after the fruitless expiry of a reasonable grace period set by the client, have the delivery not yet made by the contractor carried out by a third party at the expense of the contractor. Furthermore, the client has the possibility of withdrawing from the contract after the unsuccessful expiry of a reasonable grace period set by the client. In the event of a delay in delivery on the part of the contractor, the client shall be entitled to demand liquidated damage caused by delay in the amount of 1 % of the delivery value per completed week, however, not more than 10 %. The contractor shall be entitled to prove to the client that no damage or significantly less damage has been caused by the delay. The client shall reserve the right to assert further legal claims instead of the liquidated damage caused by delay, in particular withdrawal or compensation for damages due to non-fulfilment. In the event of force majeure, the client shall be entitled to demand execution at a later date. The client shall be obliged to notify the contractor of this immediately. In addition to the provisions made in the above paragraphs, the statutory provisions shall apply. The contractor may only invoke the absence of necessary documents to be supplied by the client if it has not received these documents within a reasonable period of time despite a written reminder.

4. Shipping, packaging

Agreed delivery dates and terms of delivery shall be binding. Imminent delays in delivery shall be notified to the client immediately in writing. At the same time, suitable countermeasures shall be proposed to the client to avert the consequences of delay. Shipping shall be at the expense and risk of the contractor. The most favourable means of transport for the client shall be chosen, unless it has expressly stated specific transport requirements. The deliveries shall be packed in such a way that transport damage is avoided. In addition to the shipping address, the order details (order number, order date) shall be stated in the transport documents. The contractor shall bear the costs arising from the failure of deliveries if it is responsible for the transport and if it is responsible for the failure of the transport. If the order references or employment notes of the client are missing in the delivery documents, all costs arising from this shall be borne by the contractor. The contractor may only invoke the absence of necessary documents to be supplied by the client if it has not received the documents even after a written reminder. The client shall be entitled to return packaging that is in good condition to the contractor against payment of the value resulting from the invoice for this purpose. Apart from that, packaging costs shall be borne by the contractor, unless otherwise agreed in writing. If the client

bears the costs of packaging in individual cases, this shall be charged at the lowest possible rate. The take-back obligations shall be governed by the Verpackungsverordnung [German Packaging Ordinance] as amended. If the contractor is in default of delivery, the client shall be entitled to the statutory claims. In particular, it shall be entitled to demand damages instead of performance after the fruitless expiry of a reasonable grace period set by it. The claim of the client for delivery shall only be excluded once the contractor has paid the damages.

5. Ownership

We shall not recognise any extended or prolonged reservation of title unless the client expressly agrees to this. A simple reservation of title shall only be recognised by us to the extent that it allows us to sell, process and mix the delivered goods in the course of ordinary business operations.

6. Environmental protection, health protection and quality

The delivery must comply with the agreed specifications, the recognised rules of technology and the respective valid legal and official regulations and the operational rules and regulations of the client. Where applicable, the contractor shall maintain a quality assurance system, e. g. in accordance with DIN EN ISO 9001-9003. The client shall be entitled to check the system after coordination. In the event that the contractor supplies materials which are hazardous substances within the meaning of the Gefahrstoffverordnung [German Ordinance on Hazardous Substances], the contractor shall be obliged to provide the valid EC safety data sheet without being requested to do so prior to delivery. The use of carcinogenic substances shall hereby be prohibited for the contractor. The contractor must constantly align the quality of its products to be delivered to the client with the latest state of the art and point out to it the possibilities for improvement and technical modifications.

7. Transfer of risk

The risk shall only pass to the client after the delivery has been handed over to it or the service has been accepted by it. The goods shall be checked for quality and completeness by the client upon receipt to the extent reasonable and technically possible. Notifications of defects shall be deemed to be in good time if they are received by the contractor within 12 working days by letter, fax, e-mail or telephone. The period for the notification of defects shall commence at the time at which the client has or should have discovered the defect, i. e. in the case of an obvious defect from the time of acceptance of the delivery, in the case of a hidden defect from the time of discovery of the defect.

8. Prices

The prices stated in the order shall be fixed prices including all discounts and surcharges (plus statutory value-added tax), free delivery to the place of use including all packaging, freight and other incidental costs incurred. In the case of carriage forward delivery, the client shall only pay the most favourable freight costs, unless it has prescribed a special type of shipment.

9. Invoices, payments

Invoices are to be issued separately for each delivery note number immediately after delivery or service in duplicate, stating the order number, delivery date, the EDP article number of the client and the delivery quantity. The

client shall pay within the agreed period. If the invoice is incomplete within the meaning of these General Purchase Terms and Conditions, the client shall be entitled to withhold payment until a complete invoice is available. In the case of delivery with installation or assembly and other services, the period shall begin with the date of acceptance. The client shall be entitled to rights of offset and retention to the extent permitted by law. All payments shall be made subject to the proper performance of the contract in terms of correct price and calculation.

10. Warranty

The client shall be entitled to the statutory warranty and compensation claims in full. The contractor shall in particular guarantee to the client that its deliveries and services comply with the recognised rules of technology and the contractually agreed properties and standards. Irrespective of this, the client shall be entitled at its discretion to demand that the contractor remedy the defect and deliver a replacement. A rectification of defects by the contractor shall be deemed to have failed after the first unsuccessful attempt. We expressly reserve the right to claim damages, in particular damages for non-fulfilment. The client shall also be entitled to withdraw from the contract if the breach of duty of the contractor in question is only insignificant. The statutory warranty/guarantee claims shall become time-barred 24 months after the transfer of risk, unless the law provides for a longer period. If claims are asserted against the client by third parties due to defective goods (recourse by the contractor), the limitation period shall be suspended for a maximum of five years. The liability for defects of the contractor shall end at the latest 10 years after delivery of the goods. This limitation shall not apply if the claims of the client are based on facts which the contractor knew or could not have been unaware of and which it did not disclose to the client. The contractor shall hereby assign to the client – on account of performance – all claims to which it is entitled against its suppliers on the grounds of and in connection with the delivery of defective goods. In order to assert such claims, it shall hand over to the client all documents required for this purpose and make all necessary declarations. The contractor shall eliminate defects free of charge. If this is not possible, or if the client cannot reasonably be expected to accept repaired parts, the contractor shall replace the defective parts with defect-free parts free of charge. In urgent cases, or if the contractor is in default with the removal of defects, the client may carry out the necessary measures itself or have them carried out by a third party at the expense of the contractor. If it is not possible to remedy the defect or if it is unreasonable for the client, it may demand change or reduction. In the event of defects, the warranty period shall be extended by the time between the notification of the defect and its rectification. If the object of delivery / service is newly delivered, wholly or partially repaired or replaced, the warranty period for the newly delivered, replaced or wholly and / or partially repaired object shall begin anew. Insofar as the contractor is responsible for a product damage, it shall be obliged to indemnify the client from claims for damages by third parties on first demand insofar as the cause is within its sphere of control and organisation and it is liable itself in the external relationship. Within the scope of its liability for damages in this sense, it shall be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB [German Civil Code] as well as pursuant to §§ 830, 840 BGB, which arise also or in connection with a recall action carried out by the client.

11. Prohibition of assignment

Assignments as well as other transfers of rights and obligations of the contractor outside the scope of application of § 354 a HGB [German Commercial Code] shall be excluded; exceptional cases shall require the written consent of the client to be effective.

12. Termination

The assignment of work services may be terminated by the client at any time until the work or the delivery of the work is completed in accordance with § 649 BGB. Deviating from legally regulated consequences of termination, the following shall apply: If the contract is terminated by the client for an important reason for which the contractor is responsible, the contractor shall only be remunerated for the individual services rendered up to the receipt of the termination and which are exploited by the client. The claims for damages of the client shall remain unaffected. In particular, the contractor shall reimburse any additional expenses incurred. If the contract is terminated by the client for an important reason for which the contractor is responsible, the contractor shall only receive the agreed remuneration for the individual deliveries and / or services provided and accepted by the client up to receipt of the termination. Further claims of the contractor shall be excluded. Apart from that, the consequences of termination regulated in § 649 BGB shall apply. The client can withdraw from the order of deliveries (§ 433 BGB) for important reasons at any time until the delivery is handed over. In this case, the above clauses shall apply accordingly with regard to the claim for remuneration of the contractor; the client shall thus acquire ownership of the remunerated partial deliveries and / or services. Good cause shall be deemed to exist in particular if, as a consequence of sovereign decisions, the interest of the client in the performance of the contractual services ceases to exist, an application for insolvency is filed on the part of the contractor, the conditions for an application for insolvency are met or the contractor does not meet its obligation to remedy defective services within a reasonable period of time set in writing.

13. Industrial property rights, copyrights

The contractor shall be liable for ensuring that the delivery and use of the delivery items and / or the manufactured work patent do not infringe the property rights of third parties. The contractor shall undertake to indemnify the client from any claims of third parties for violation of these rights and to hold the client harmless in any other way. The client shall be entitled to make agreements with the third party without the consent of the client, in particular to conclude a settlement. Even if the industrial property rights of the contractor exist, repairs may be carried out by the client or its representatives.

14. Secrecy

The contractor shall be obliged to treat all information received during the execution of the order as confidential without restriction. This shall not apply to information which was already known to the contractor at the time of receipt or of which it has otherwise become aware. All documents handed over by the client shall remain its property. They may not be made accessible to third parties and must be returned to them in full and unsolicited after execution of the order. Special experts and subcontractors engaged by the contractor with the consent of the client shall not be considered third parties if they have committed themselves to confidential handling in the same way towards the contractor. The contractor shall be liable for all

damages incurred by the client as a result of the breach of this obligation. The client shall be exclusively entitled to all rights of use for all illustrations, drawings, calculations, analysis methods, formulations and other works produced or developed by the contractor during the creation and execution of the order.

15. Data protection

The contractor shall agree that the client may store, process and transfer personal data of the contractor to affiliated companies, insofar as this is necessary for the fulfilment and processing of the order.

16. Transfer of rights, subcontractors

The involvement of subcontractors shall require the prior written consent of the client. The contractor shall impose on the subcontractor all obligations with regard to the tasks it has assumed and shall ensure that they are complied with, which it has assumed towards the client. If contractors or subcontractors use workers who do not come from EU countries, the contractor must submit the relevant work permits to the client before work begins. If the contractor uses subcontractors without the consent of the client or if it violates the obligation to present the work permit for non-EU employees, the client shall have the right to withdraw from the contract or to claim damages for non-performance. The contractor must not prevent its subcontractors from concluding contracts with the client for other deliveries / services.

17. Insurances

For the duration of the contract, including the guarantee and warranty periods, the contractor must maintain liability insurance cover at standard banking conditions (minimum cover of EUR 5 million per person / property damage lump sum). It must provide proof of the existing insurance on request of the client. All consignments directly addressed to the client shall be insured by the contractor.

18. Final provisions

An evaluation or announcement of the business relationship existing with the client in publications or for advertising purposes shall only be permitted with its express and prior written consent. If individual provisions of these Purchase Terms and Conditions are or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties shall be obliged to agree on a new provision that comes closest to the purpose of the invalid provision. The place of jurisdiction for all disputes arising in connection with the contract and / or a documentary process shall be exclusively Holzwickede, unless otherwise agreed. The relations between the parties to the contract shall be subject exclusively to the law of the Federal Republic of Germany. The application of the United Nations Convention on contracts for the international sale of goods shall be excluded.