



General Terms and Conditions of Purchase (May 2007)

1. Ordering, deviating conditions

- 1.1 These Terms and Conditions of Purchase apply to all contracts to which the regulations governing purchase pursuant to the provisions of the BGB (German Civil Code) and the provisions of the HGB (German Commercial Code) apply. These Terms and Conditions of Purchase apply also for any future orders. They apply also in addition to any special conditions individually agreed upon case by case.
- 1.2 Only orders in written form are binding. This also applies for subsequent amendments.
- 1.3 Our Terms and Conditions of Purchase apply exclusively. If they are not defined in the total order, differing terms – apart from a possible retention of title - shall not apply, even if we do not expressly contradict. Anything different applies only if we expressly agree upon in writing. Our Terms and Conditions of Purchase apply also if we accept the Vendor's delivery/ performance without reservation, despite our knowledge of conditions different or contrary to our Terms and Conditions of Purchase. Neither omitted contradiction nor payment nor accepting the goods are considered to be an acceptance of different Terms and Conditions.

2. Breach of duty

The statutory claims regarding breach of duty are applicable unless anything different or supplementary is regulated below.

- 2.1 Delay of delivery
- 2.1.1 The agreed dates of delivery shall be met exactly. The culpable non-compliance of agreed dates of delivery obliges to compensation additionally to performance pursuant to § 286 sect. I in conjunction with sect. II Nr. 1 and 2 BGB. Any additional claims because of breach of duty remain expressly excepted.
- 2.1.2 In case of a threatening or existing delay in performance, the Vendor shall immediately inform us and give reasons.
- 2.2 Defective delivery
- 2.2.1 We examine the goods at destination within our normal course of business. Our receiving inspection is limited to obvious defects. Notice of defects is considered to be in time when stated within 4 working days of the detection of the defect. Payment shall not be construed as a waiver of our right to complaint. Rejected goods are only accepted by us on the account and at the risk of the Vendor; they are only stored on the Vendor's behalf.
- 2.2.2 In case of defective performance the Vendor is also liable for those damages, which we incur in our normal course of business before processing the goods due to the fact that a defects of the delivered goods has not been detected. In this case, the Vendor shall hold us harmless from any third-party damages claims.
- 2.2.3 The Vendor is particularly liable for any infringement of protected rights, which occur despite contractual use of the delivered goods.
- 2.3 Non-performance
- The Vendor shall immediately inform us and give reasons in case of a threatening or existing non-performance.
- 2.4 Other breaches of duty
- Particularly breaches of regulations of these Terms and Conditions are considered as a breach of duty.

3. Warranty periods

- 3.1 The statutory warranty periods shall apply.
- 3.2 The warranty period will be extended to 10 years, if the Vendor maliciously conceals a defect (§ 202 BGB)

4. Transport

- 4.1 The Vendor shall bear any risks of transport without exception.
- 4.2 Costs for packaging, shipping and transport insurance are borne by the Vendor.

5. Assignments

The rights and duties of the contract may not be assigned by any of the contract partners without the consent of the other. However, we may assign them to a company affiliated with us. The Vendor will be informed thereof by us. In this case, the Vendor will be granted the right to withdraw from the contract.

6. Retention of title

As the ordered goods generally pass into our products as a result of processing or treatment and any possible retention of title thereby expires, all goods delivered to us must be free of such retentions.

7. Model, drawings, printers' copies

Models, moulds, printer's copies, drawings etc. provided for the performance of an order shall remain our property and must be kept secret. They may not be entrusted to third parties without our prior approval, neither for inspection nor for duplication nor may they be used for the manufacture of third-party goods. After performance of the contract they have to be sent back immediately.

8. Payment

Payment shall be made upon receipt of the proper invoice and delivery - the period shall in each case start on the later date – with 2 % discount within 14 days or net within 30 days, unless otherwise agreed upon individually.

9. Place of legal jurisdiction and place of performance

Place of legal jurisdiction and place of fulfilment for payment is Bad Homburg. Place of fulfilment for delivery and performance is the prescribed destination.

10. Partial Ineffectiveness

The legal ineffectiveness of individual provisions of these Terms and Conditions shall not affect the effectiveness of the other provisions.

11. Applicable Law

This contract is subject to German Law excluding the UN Convention on Contracts for the International Sale of Goods.