

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Quotation and Order

- 1.1 These conditions shall be an integral part of the order. These terms and conditions of purchase shall apply also in the event of acceptance of delivery on our part in full knowledge of supplier's general terms and conditions being contrary to or deviating from our purchase terms.
- 1.2 Orders and all related explanatory notes and contracts shall be legally binding only (if concluded) in writing. Additional or divergent business terms and conditions of the supplier shall be applicable only if they have been acknowledged and accepted by us in writing.
- 1.3 We reserve the rights of ownership and the copyrights on documents of all types. These documents shall not be disclosed to third-party.

### 2. Delivery time, delays and contractual penalty

- 2.1 The supplier shall meet the delivery time agreed upon. We shall be authorized and legitimated to discontinue the delivery for a reasonable time-period. In such an instance, the delivery time shall be extended by the period of discontinuation. As soon as the supplier realizes that he cannot make either the complete delivery or a part of it on time, he shall inform us of the same in writing without delay, giving appropriate reasons and probable duration of the delay.
- 2.2 In the event of delay in delivery we shall be authorized and legitimated to claim lump-sum compensation for damages caused by the delay at the rate of 0.2% of the net order value per working day beyond the deadline, however it is not to exceed 10% of the net order value. We reserve the right to further legal claims (withdrawal from contract and compensation for damages in lieu of performance). The supplier shall have the right to substantiate that the delay resulted in no damage or very minimal damage. Other claims for damages remain unaffected.

### 3. Packaging

Upon our request, the supplier shall, at his own expenses, collect all incidental outer packaging, transport packaging and sales packaging from the place of performance, or arrange for the collection by third-party.

### 4. Quality management/Inspections

The supplier shall implement and maintain effective quality assurance, and shall upon request provide evidence. We shall have the authority to inspect this quality assurance system or the conformance to the verification processes agreed, at any point of time during the working hours applicable in the case of the supplier, either on our own or through a third-party appointed by us. Upon our request, the supplier shall provide evidence on the agreed quality features by means of test certificates.

### 5. Material verification and origin of goods

The supplier shall provide a verification of the primary materials used as well as a certificate of manufacturing or a supplier's declaration on the source of the delivery item.

### 6. Shipping instructions

- 6.1 A delivery note (single copy) and a packing slip shall be enclosed with the delivery. The order number, material description and number, gross and net weight, number and type of packaging (disposable/returnable), as well as receiver (consignee) of goods, shall have to be mentioned in all shipping documents and on the outer packaging.
- 6.2 The supplier shall be responsible for the shipment, and shall choose the most cost-effective and appropriate transport option, unless agreed otherwise. The supplier shall pack, label and ship the dangerous products in accordance with the relevant national and international regulations.

### 7. Rights in case of defects

- 7.1 The supplier shall warrantee sound deliveries and services as well as ensure features agreed upon. The supplier shall particularly be responsible for ensuring that the deliveries and services comply with state-of-the-art technology and generally accepted technical and occupational health safety regulations specified by authorities and professional associations, as well as are in line with the relevant statutory provisions. If machines, devices and equipment have been used to render services, then these shall comply with the requirements of specific safety regulations for machines, devices and equipment applicable at the time of fulfillment of contract. These machines, devices and equipment shall also bear a CE marking.
- 7.2 We undertake to check the goods for any differences in quality within the stipulated period. After having identified the defect, we shall notify the supplier without any delay. Notification to supplier within 10 working days calculated from the time of goods received or, in case of hidden defects, from the time of detection shall be regarded as notification without delay, unless a longer time period becomes necessary due to some special circumstances. Insofar, the supplier shall waive the objection of delayed notification of defects.
- 7.3 We shall have an unabbreviated entitlement to legal claims. In case a defect is detected within the limitation period for right to claim damages for defects, it shall be assumed that it was already present at the time of transfer of risk, unless this assumption is inconsistent with the type of defect. For the process of rectifying defects, the supplier shall act in accordance with our operational interests. In case the process of rectifying defects is not complete within the stipulated time period, or it fails or setting a deadline was redundant, we shall be entitled to enforce other

legal rights to claim damages for defects. We shall explicitly reserve our rights from other legal provisions as well as from any guarantees.

- 7.4 In case the supplier does not fulfill his obligation to rectify defects within the stipulated time period even though it does not have the right to decline rectification of defects, we shall be authorized to rectify the defect internally or through third-party at the supplier's expense and risk. We shall have the right to demand from the supplier advance payment of expenses towards rectification of the defect. In case of risk in delay or extreme urgency we shall be authorized to rectify the defects internally or externally at the supplier's expense without setting a deadline.
- 7.5 The supplier shall again be liable for a sound delivery of rectified or newly delivered parts as per the legal provisions.
- 7.6 The statutory period of limitation shall be of 24 months, 60 months for containers and pipelines, calculated from the date of transfer of risk. Should any of our clients claim damages for defects, the statute of limitation shall come into effect, at the earliest, 2 months after fulfillment of the claim by us. This shall be applicable only if the claim is with regard to defects in the product delivered by supplier. The suspension of the statute of limitations shall terminate, at the latest, five years after the supplier has delivered the goods to us.

### 8. Product liability

8.1 The supplier shall exempt us from all third-party claims arising from non-contractual product liability, which are due to a defect in the product delivered by the supplier. The supplier shall reimburse the expenditures and costs incurred by us on account of the type and extent of precautionary measures required in the event of claims arising from non-contractual product liability. We shall inform the supplier without delay about the implementation of such measures. The supplier shall bear the expenses resulting from or in connection with our callback action.

8.2 The supplier shall undertake to maintain an appropriate product liability insurance; our entitlement for further indemnity claims, if any, shall remain unaffected.

### 9. Confidentiality

9.1 The supplier shall undertake to regard quotation, order, delivery and services as trade secret. All information and documents with which we entrust the supplier or which the supplier prepares based on the information provided by us, as well as all other information received shall not be used for any purposes other than that explicitly approved by us. The same shall also not be reproduced or made accessible to third-party. The documents shall remain our property, and shall have to be handed-over to us immediately upon request at any point of time.

### 10. Industrial property rights

- 10.1 The supplier shall declare that the delivery made in no way violates third-party rights within the European Union.
- 10.2 Should a third-party lay any claims on us, the supplier shall be obliged to release us from such claims upon the first written request. The indemnity liability shall apply to all expenses incurred by us necessarily in connection with the third-party claims.
- 10.3 The statute of limitation shall be ten years, counted from the date of signing of contract.

### 11. Price/Additional payment

- 11.1 The price mentioned in the order is binding. Returning of packaging shall require a separate agreement.
- 11.2 Unless agreed otherwise, the payment shall be made within 10 days from the delivery and invoice received with 3% discount, or within 45 days net without discount.

### 12. Final clauses

- 12.1 The contractual relationship shall be subject to the laws of Federal Republic of Germany.
- 12.2 Our option for the place of jurisdiction shall be either Osnabrück or the court of jurisdiction of the supplier.
- 12.3 If any provision of this agreement should be rendered invalid, the remaining provisions of the contract shall remain unaffected. The parties shall undertake to replace the invalid or missing provision with another provision, which appropriately covers the gap resulting from or discovered due to the missing provision, taking into consideration the overall mutual interests stated in the contract.

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Registration number HRB 20997

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