



## General purchasing and ordering conditions

### § 1

#### Area of application

1. These purchasing and ordering conditions apply exclusively; contrary or varying conditions on the part of the supplier will not be acknowledged without our express written agreement. Our purchasing and ordering conditions continue to apply if we accept delivery from the supplier in full knowledge of contrary or varying conditions on the part of the supplier.
2. Our purchasing and ordering conditions also apply for all future business with the supplier.
3. The stipulations of these purchasing and ordering conditions apply for purchase contracts, works contracts and works delivery contracts, as well as for all other contractual agreements under which our contract partner / supplier is obligated to the delivery of goods or the provision of services. The stipulations of these purchasing and ordering conditions apply accordingly.

### § 2

#### Quotations, quotation documentation and production materials

1. Unless agreed otherwise, the contractual relationship with the supplier is determined by our order. If the supplier is not prepared to accept our order, or at least not under the terms and conditions specified, he must notify us to this effect in writing within a period of 8 days.
2. We reserve ownership and copyright to all diagrams, drawings, calculations and other documentation, tools, parts and materials provided to the supplier for the purposes of fulfillment of the order.

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valid since: September 2004



Materials provided by us are processed on our behalf by the supplier; we are to this extent the manufacturer in the sense of § 950 BGB. If new materials are created either by agreement or by mixture of our materials with other products, we acquire joint ownership of the new materials in a proportion corresponding to the value of our materials. The documentation and objects specified may not be made available to third parties without our express written consent. They may be used only for the production of the goods ordered by us, and must be returned to us without further request on completion of the order.

### § 3

#### **Prices and payment conditions**

1. The prices specified in the order are binding. In the absence of any other written agreement, the price includes carriage-paid delivery and packaging. We are only obliged to return packaging in the event of special written agreement. If a special price is agreed for reusable packaging, the supplier, in the event of carriage-paid return of the packaging, is obliged to refund to us 2/3 of the price of the relevant packaging.
2. Unless agreed otherwise, invoices will be settled either within 14 days of receipt of the goods and invoice with 3 % settlement discount, or within 90 days of receipt of the goods and invoice.
3. We reserve the right to reconcile or withhold payments to the full extent allowed by law.

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valid since: September 2004



## § 4

### Delivery time and quantity

1. The delivery time specified in our order is binding. If circumstances occur which might tend to prevent on-time delivery, or if such circumstances come to the attention of the supplier, he is obliged to notify us to this effect immediately in writing.
2. If the supplier falls into arrears with delivery, we are entitled to claim fixed damages in the amount of 0.5 % of the value of the goods or services ordered for each complete week of the delay, up to a maximum of 25 % of the value of the goods or services ordered; further legal claims remain unaffected. Both we and the supplier are entitled to substantiate lower or higher damages as a result of the delay. In the latter case, we are also entitled to claim such higher damages.
3. Following relevant agreement, the supplier is entitled to make partdeliveries.
4. The delivery quantities specified by us must be observed. Over- or under-deliveries may only be made by prior agreement.

## § 5

### Transfer of risk

1. Unless agreed otherwise, deliveries or services must be provided carriage-paid; the risk is only transferred to us at the point of hand-over of the goods.

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## § 6

### Rights of third parties

The supplier guarantees that there are no rights of third parties pertaining to the goods ordered or services provided, and that the goods may be used or resold without infringing the rights of third parties.

If claims are made by third parties with respect to the goods delivered or services provided, and in particular claims relating to commercial proprietary rights, the supplier is obliged to support us to the full extent in the event of any legal proceedings, and provide us with all the necessary documentation.

## § 7

### Guarantee

1. The supplier gives his express guarantee that the goods delivered or services provided conform to the specifications stated in our order and the requirements known to the supplier; in particular, the supplier guarantees that the goods or services comply with the applicable legal and trade association accident prevention regulations. The supplier is responsible for observation of these regulations.
2. We are entitled to the full guarantee claims allowed by law.

If rectification in the form of replacement delivery or correction of faults by the supplier is not feasible, or if this is unreasonable for us, we are entitled, without prior notice and without setting at additional time for such rectification, to carry out the rectification ourselves. The costs thereby incurred must be borne by the supplier.

3. The guarantee period is 2 years.

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## § 8

### **Product liability, indemnification and insurance**

1. In the event that the supplier is responsible for any damages caused by the goods, he is obliged at our request to indemnify us accordingly against claims for compensation for damages by third parties to the extent that the cause of the damages lies within his control, and he is therefore also ultimately liable. This applies in particular to such claims made against us on the basis of laws concerning liability for faulty products or similar domestic or foreign legal regulations.
2. In this context, the supplier is also obliged, in accordance with §§ 683, 670 BGB, to reimburse us for any costs incurred in connection with any recall campaigns we have had to carry out. Wherever possible and reasonable, we will inform the supplier of the extent of any such recall campaigns, and give him the opportunity to state his position.

## § 9

### **General advice**

1. All spare part numbers are only mentioned to serve the purpose of comparison. They may not appear in any invoice or delivery note addressed to the vehicle owner.

## § 10

### **Place of fulfillment, applicable law and seat of adjudication**

1. Unless agreed otherwise, the place of fulfillment for all mutual obligations arising from our orders is our head office.
2. All business relationships with us are subject exclusively to the law of the Federal Republic of Germany. The applicability of the Convention on the International Sale of Goods (CISG) (UN purchasing law) is excluded.

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3. If the supplier is a commercial entity, the courts of the Federal Republic of Germany are internationally responsible for all legal disputes. Seat of adjudication is the head office of our company. We are however entitled to bring legal action against the supplier at his general seat of adjudication.

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