

## General Terms of Purchase

(as of May 2011)

- 1 Scope of Application / Conclusion of Contract**  
 1.1 Our orders are exclusively placed on the basis of our general terms of purchase. Any other terms and conditions do not form a part of the contract, even if we do not object to them explicitly. If we accept the delivery/performance without explicit objection, this shall in no case be deemed to be an acceptance of your terms of delivery. These general terms of purchase also apply to all future contractual relations with you.
- 1.2 If you do not accept our purchase order within 8 calendar days in writing from receipt, we are entitled to cancel the purchase order.
- 1.3 Purchase orders are only binding if they are made in writing. Any purchase orders placed verbally or by phone must be confirmed in writing subsequently in order to become legally effective. The same applies to verbal ancillary agreements and amendments to the contract. Purchase orders, requests for delivery as well as any changes and supplements to them can also be transmitted via remote data transfer or machine-readable data carriers. Emails encrypted in accordance with the Signatures Act fulfill the requirement of the written form.
- 1.4 The parties undertake to treat as business secrets all commercial and technical details which come to their knowledge in the course of their business relationship and which are not in the public domain. Sub-suppliers are to be bound accordingly. If any of the parties becomes aware of the fact that confidential information has been obtained by an unauthorised third party or that a confidential document has been lost, it shall notify the other party thereof without undue delay. We reserve the right of ownership and copyrights in any illustrations, drawings, calculations and other documents; they must not be made accessible to third parties without our express written consent. They shall be used exclusively for production based on our purchase orders. They must not be disclosed to third parties.
- 2 Prices, Shipment, Packaging**  
 2.1 The agreed prices are fixed prices and preclude any subsequent claims of whatsoever type. The cost of packaging and transportation to the delivery address or place of use specified by us as well as for customs formalities and customs clearance are included in the prices. The type of pricing shall not affect the agreement on the place of performance.
- 2.2 Our purchase order number is to be stated on all delivery documents, bills of lading, delivery notes, invoices and in all correspondence. You are liable for all consequences resulting from non-compliance with this provision.
- 2.3 Shipment is effected at your risk. You remain responsible for the risk of deterioration, including accidental loss, until delivery at the delivery address or place of use specified by us.
- 2.4 Your obligation to take back packaging is based on the statutory provisions. The goods are to be packed in such a manner that transport damage is avoided. Packaging materials shall only be used insofar as necessary in order to achieve this purpose. Only environmentally friendly packaging materials may be used. A separate agreement is to be made regarding the return of packaging.
- 3 Invoicing and Payment**  
 3.1 Invoices are to be submitted to us in duplicate following delivery, together with all associated documents and data, separately and in a proper form. Any invoices submitted in improper form are only regarded as received by us from the date of correction.
- 3.2 All payments will be made in the standard manner, i.e. either within 14 calendar days, less a discount of 3%, or within 30 days net without any deductions, in each case calculated from delivery/performance and receipt of the invoice.
- 3.3 If any certificates regarding material tests have been agreed, these are an integral part of the delivery and must be submitted to us by no later than 10 calendar days from receipt of the invoice. The period of payment for invoices commences upon receipt of the agreed certificate.
- 3.4 In the event of a defective delivery, we are entitled to retain payment for the defective portion until proper performance.
- 4 Delivery Date, Late Delivery, Force Majeure**  
 4.1 The agreed delivery dates are binding. The criteria for observance of the delivery date or delivery period are receipt of the goods at the delivery address or place of use specified by us or punctual and successful acceptance.
- 4.2 Should you recognise that an agreed date may be at risk, for whatsoever reasons, you must notify us thereof immediately in writing by indicating the reasons and the expected duration of the delay.
- 4.3 We are entitled to the statutory claims in the event of late delivery.
- 4.4 After the expiry of a reasonable period of grace specified by us, we are entitled to claim for damages instead of performance or to obtain substitute delivery from a third party. The claim for performance is excluded as soon as we have claimed for damages instead of performance.
- 5 Guarantee, Warranty, Product Liability**  
 5.1 You guarantee that all deliveries and services are in compliance with state of the art technology, applicable legal provisions and the provisions and guidelines from the public authorities, workers' compensation associations and trade associations.
- 5.2 You are liable for the environmental compatibility of products and packaging materials delivered and any consequential damage arising from a breach of your statutory disposal duties. You are obliged to hand over security data sheets applicable to the goods with each delivery. You release us from all recourse claims of third parties if you fail to hand over the security data sheets at all or within the due time. The same applies to all later changes.
- 5.3 We will notify you immediately in writing of any obvious defects in the shipment/performance, as soon as these have been identified in the ordinary course of business, but at the latest within 5 calendar days from receipt of the shipment by us.
- 5.4 Any defects in the shipment/performance, notified during the warranty period, which also include non-compliance with guaranteed data and the absence of guaranteed qualities, must be rectified immediately by you after a request and at no charge, including all ancillary costs, at our option by way of rework or new delivery. We are entitled to the statutory rights, including rescission and price reduction, following expiry of a reasonable period for rectification or new delivery to no avail. We explicitly reserve our damage claims. This also applies to damage claims instead of performance.
- 5.5 If you fail culpably to fulfil your warranty obligations within a reasonable period specified by us, we may take the necessary measures or have them taken by third parties at your cost and risk, without prejudice to your warranty obligations. In urgent cases we may carry out rework ourselves or have it carried out by a third party following an agreement with you. In the context of our duty to minimize losses, we are entitled to rectify minor defects without prior agreement, without your warranty obligation being affected. In this case, we may charge necessary expenses to you. The same applies if unusually high losses can be expected.
- 5.6 The warranty period is two years unless agreed upon otherwise explicitly. It commences upon delivery of the goods to us or a third party specified by us to the place of receipt or use stipulated by us. In respect of equipment, machinery and installations, the warranty period commences on the date of acceptance, which is indicated in our written declaration of acceptance. If the acceptance is delayed without your fault, the warranty period is two years after provision of the goods for acceptance. The warranty period for spare parts is two years from installation/commissioning and ends at the latest four years after delivery.
- 5.7 For supplied items which cannot continue to be used during the inspection of a defect and/or rectification of a defect, an ongoing warranty period shall be extended by the time the operation is interrupted. The warranty period for rectified or new items commences anew upon the end of rectification work or, if acceptance is agreed, upon acceptance. If necessary, the acceptance shall be applied for from us in writing.
- 5.8 The warranty claim is statute-barred six months after the notice of defects is made within the warranty period, but not before the expiry thereof.
- 5.9 If any claims are brought forward against us due to a violation of official safety regulations or in connection with domestic or foreign product liability regulations or laws due to defects in our products, which are due to your goods, we are entitled, at our first request, to claim reimbursement of such losses from you to the extent that these losses were caused by products supplied by you. These losses also include the costs of a precautionary recall campaign. We will notify you, insofar as possible and reasonable, about the content and scope of recall measures to be carried out and provide you with the opportunity to give your opinion. You shall mark your products in such a manner that they are identifiable permanently as your products. You have to provide suitable quality assurance measures as regards type and scope and in compliance with state of the art technology and give proof thereof upon our request. You shall enter into a relevant quality agreement with us if we deem this to be necessary. In addition, you shall take out insurance at a reasonable amount against all risks arising from product liability, including the recall risk, and submit the insurance policy to us for inspection at our request.
- 6 Intellectual Property Rights**  
 6.1 You warrant that all deliveries are free from intellectual property rights of third parties and, in particular, that the delivery and use of the delivered items do not infringe any patents, licences or other intellectual property rights of third parties.
- 6.2 At our first written request, you shall indemnify us and our customers from and against any third-party claims under possible infringements of intellectual property rights and shall bear all costs incurred in this respect.
- 6.3 We are entitled to obtain the authorisation to use the relevant delivery items and services from the authorised party at your cost.
- 7 Reservation of Title, Provision of Goods, Tools, Secrecy**  
 7.1 If we provide any parts to you, we reserve the ownership rights to the same. Processing or conversion on your part is performed on our behalf. If our goods subject to a reservation of title are processed with other items not belonging to us, we shall acquire co-ownership in the new item in proportion of the value of the item provided by us to the other items processed at the date of processing.
- 7.2 If the item provided by us is inseparably combined with other items not belonging to us, we shall acquire co-ownership in the new item in proportion of the value of the item subject to the reservation of title to the other items combined at the date of combination. If the combination is effected in such a manner that your item is to be regarded as the main item, it shall be deemed as agreed that you transfer proportionate co-ownership to us; you shall hold in safe custody the sole ownership or co-ownership.
- 7.3 You are obliged to keep all illustrations, drawings, calculations as well as other documents and information strictly confidential. These documents must not be made accessible to third parties without our express consent. This secrecy obligation shall continue beyond the termination of the agreement. It lapses when and to the extent that production know-how contained in illustrations, drawings, calculations and other documents submitted has become public knowledge.
- 8 Final Provisions**  
 8.1 If individual provisions of these general terms of purchase are or become invalid, the validity of the remaining provisions shall not be affected.
- 8.2 You are not entitled to transfer the order or significant parts thereof to third parties without our previous written consent.
- 8.3 Unless otherwise explicitly agreed, the place of performance for the delivery obligation is the delivery address or place of use specified by us; for all other obligations of both parties, it is Hagen in Westphalia.
- 8.4 If you suspend your payments, if a preliminary insolvency administrator is appointed or if insolvency proceedings are opened on your assets, we are entitled to rescind the contract in whole or in part.
- 8.5 The place of jurisdiction is the local court [Amtsgericht] in Hagen in Westphalia, insofar as you are a merchant. However, we reserve the right to make our claims at any other permissible place of jurisdiction.
- 8.6 In addition, the law of the Federal Republic of Germany shall be applicable exclusively.