

1. Scope of application
 - 1.1 The following contract conditions shall apply exclusively, unless otherwise agreed.
 - 1.2 Particular agreements and side agreements shall only become valid if we confirm them in writing.
 - 1.3 Unless otherwise expressly agreed in writing, any deviating terms and conditions of sale of the supplier which are not expressly recognised by us shall be non-binding, even if we do not object to them in the individual case. The same applies when we accept ordered goods in full or in part or when we make payment.
 - 1.4 These terms and conditions of purchase shall apply to entrepreneurs. Entrepreneurs within the meaning of these terms and conditions of purchase are natural persons, legal entities or companies with legal capacity with whom we enter into a business relationship and who act in the exercise of a commercial or self-employed professional activity.
 - 1.5 These general terms and conditions of purchase shall apply to all future business transactions even if we have not expressly referred to their validity once again.

2. Conclusion of the contract, performance adaptation
 - 2.1 Orders and modifications thereof shall only be valid if we have placed them in text form or if we have confirmed them in writing. Verbal agreements require our written confirmation to be valid.
 - 2.2 We are bound to orders for a period of 21 days from the date of submittal.
 - 2.3 In the event that we request initial samples or patterns, the supplier must not start batch production until he has received our express written initial sample approval, unless otherwise expressly agreed.
 - 2.4 The supplier's information on performance, dimensions, weights, prices and the like provided in catalogues, brochures, circulars, adverts, illustrations, web pages, e-mails and similar public promotion shall be binding and shall become subject matter of the contract.
 - 2.5 Verbal and written information on the suitability and possible applications of the goods delivered by us and their installation as well as advice and recommendations by the supplier's employees shall be non-binding.
 - 2.6 If orders have not been fulfilled yet or have not been completely fulfilled, we can request modifications regarding the design, delivery quantity and delivery time free of charge, provided that this is deemed reasonable for the supplier.

3. Prices, payment
 - 3.1 Prices for goods are understood as fixed prices delivered duty paid to our warehouse ("DDP" Incoterm 2010 of ICC). For ordered workmanship, services, work performances and other performances, the price includes the service provision at our headquarters. In the event that costs for

transport and insurance for goods deliveries as well as costs for arrival and departure times, working hours and waiting times or call-out costs and accommodation allowance for other services are incurred, they are included in the prices.

- 3.2 Payment is made after goods receipt according to the contract and receipt of the proper and verifiable invoice:

Within 14 days with a cash discount of 3 %,

45 days from receipt of the goods net.

- 3.3 The supplier is not allowed to assign its claims against us or to have them collected by third parties.

- 3.4 In case of a fault/defect covered by warranty, we are entitled to refuse payment for the defective delivery plus 30 % of this value until proper remedy of the defects.

- 3.5 Fulfilment is made by means of payment of our choice. We reserve the right to pay by cheque and bills of exchange.

4. Delivery time and delivery obstacles

- 4.1 Delivery must correspond to the order with regard to the design, the scope and unity and must be made on schedule. All agreed delivery dates are binding. The supplier's shipping documents which must be enclosed to every delivery must contain the order number and the item data of the purchaser.

- 4.2 The supplier must comply with the regulations of the respective carrier, forwarder or haulier. The supplier shall be liable for damages caused by defective packing. Packing costs, cartage and storage charges as well as any additional shipping costs shall be borne by the supplier. The same applies to the extra costs incurred due to circumstances attributable to the supplier due to necessary quick transport.

- 4.3 The return of empties and packing material, except for non-returnable package, is made freight forward at the supplier's expense.

- 4.4 We are not obliged to accept partial or excess deliveries that have not been agreed upon. We are entitled to return deliveries which are made prior to the agreed date at the risk and expense of the supplier or to charge storage costs.

- 4.5 Underdeliveries are only allowed if we have given our express written consent. In case of underdelivery, the supplier must deliver the missing quantity within 7 work days carriage paid at the order price.

- 4.6 Any delivery quantity tolerances determined by the supplier, e.g., "+/- 10% on the quantity ordered" are excluded.

- 4.7 We are obliged to notify the supplier in writing of any delivery defects as soon as they are discovered in the proper course of business, at the latest however within 7 days, unless it is obvious that the scope of examination can only be realised within a longer period. In this case, the period objectively required plus 3 business days shall be the decisive period.

- 4.8 Circumstances that were unforeseeable in the course of the order release us from our acceptance obligation for the time and the scope of their effect, unless we are able to prevent these circumstances by reasonable means.
5. Transfer of ownership
- 5.1 The ownership of the delivered goods shall pass to us upon handover at the place of fulfilment.
- 5.2 In the event that we have made an advance payment or provided material for processing, the ownership of the ordered goods shall pass to us as soon as manufacture commences. Handover is replaced by the agreement that the goods remain in the possession of the supplier for processing until the agreed delivery date and are stored for us free of charge.
6. Quality
- 6.1 The supplier must deliver the goods in accordance with the agreed specifications. Furthermore, he must make all deliveries and/or perform all services which are not expressly specified but which are nevertheless necessary for the fulfilment of the contract.
- 6.2 The supplier warrants that he only uses virgin, state-of-the-art materials and components and that his deliveries and performances function adequately and fault-free both as single and system-integrated parts under normal operating conditions and under other conditions known to the supplier, that they interact with other parts, components and systems of other manufacturers and that they do not have any disturbing influence on them and do not damage them. Recycled material may be used for the manufacture of products where this is common according to the state of the art and if the use of recycled materials does not have a negative influence on the functions and specifications of the products manufactured therefrom. Apart from that, it must be complied with the requirements above.
- 6.3 The supplier must constantly adapt the quality of its products to be delivered to us to the state of the art and must inform us of opportunities for improvement and technical changes. Changes of the delivery item must not be made without our prior, express written consent.
- 6.4 The supplier must perform a quality and quality assurance inspection which is suitable in type and scope and which corresponds to the state of the art. This inspection must at least be in accordance with the requirements of our certification. The supplier must keep records of its quality checks and must provide them to us on our request. The supplier is obliged to establish and maintain a quality assurance system according to DIN ISO 9001 or an equal quality assurance system.
7. Warranty
- 7.1 The supplier warrants that the delivery item is free from defects regarding its design, production and material and that the agreed properties are complied with.

- 7.2 Unless otherwise provided below, the statutory provisions shall apply in case of defective delivery. At our choice, the supplier must replace the defective item free of charge for us, grant a discount or remedy the defects free of charge for us. In urgent cases, we are entitled, after prior notification of the supplier, to eliminate the defect ourselves, to have it eliminated by a third party or to obtain replacement otherwise at the supplier's expense. The same applies in the event that the supplier is in default of its warranty obligations.
 - 7.3 In the event that a fault is detected during incoming goods inspection, we are entitled to assert claims for defects with regard to the entire delivery according to subparagraph 7.2 or to examine the entire delivery at the supplier's expense after prior notification of the supplier. The same applies if a fault is detected during further processing.
 - 7.4 The warranty period is 24 months; it shall commence upon handover of the goods to us. For deliveries and performances which were only accepted with reservation, the period of limitation shall not commence until the cancellation of this reservation.
 - 7.5 The warranty period for compensation deliveries shall be 24 months as well.
 - 7.6 Rejected goods are returned for the account and at the risk of the supplier.
 - 7.7 In case of repeated delivery of defective goods, we are entitled, in order to assert claims for the damage suffered, to withdraw from the contract and, in case of general supply agreements, to immediately terminate the contract. In this case, tool costs paid by us which are not amortised must be refunded to us.
8. Liability / Guarantee
- 8.1 In case of damage claims or other liability claims asserted by us against the supplier, the statutory provisions shall apply, unless otherwise provided below.
 - 8.2 If claims are made against us due to no-fault liability towards third parties, the supplier shall intercede on our behalf to the same extent as if it were directly liable to the third party.
 - 8.3 The supplier shall be liable for our measures of damage prevention (e.g., product recalls), provided that these measures can be attributed to the delivery item.
 - 8.4 For a period of 24 months, the supplier guarantees for the deliveries to be made and the services to be performed that its scope of delivery will not be subject to defects and that the functionality will remain unaffected. The guarantee period shall commence upon handover of the delivery to us or the performance of the service for us.
 - 8.5 For a period of 24 months from the expiration of the deadline specified in subparagraph 7.4, 7.5 and 8.4, the supplier waives the plea of the statute of limitations, provided that the defect appeared during the period of liability

for defects/guarantee period and was asserted in text form within 30 days from its expiration.

- 8.6 The term of the warranty period/guarantee period acc. to subparagraph 7.4, 7.5 and 8.4 will be suspended from the point in time when the notice of defects in text form is sent by us to the supplier until successful completion of the remedy of defects by the supplier, ourselves or third parties.
- 8.7 Provided that a manufacturer assumes a guarantee for the condition of the goods delivered by the supplier or that the goods remain in a certain condition for certain duration, we are entitled to the rights from guarantee under the conditions specified in the letter of guarantee and relevant advertising exclusively towards the manufacturer, notwithstanding any statutory claims. In this respect, the supplier completely assigns the claims towards the manufacturer to us already upon the conclusion of contract.

9. Property rights

- 9.1 The supplier expressly warrants that parts of its deliveries and services or the entire delivery and services do not infringe any intangible property rights, in particular no third-party utility patents, patent rights or copyrights. The supplier will realise the research and examination necessary for that purpose and will prove them to us, if necessary.
- 9.2 The supplier shall be liable for any damage suffered by us or our customers due to an infringement of intangible property rights by the supplier. The supplier must indemnify us from all claims arising out of the infringement of intangible property rights. The supplier shall bear all costs incurred to us for the defence of such claims, in particular court and lawyer fees. The supplier must provide all information and documents that we consider necessary in order to defend against such claims immediately upon our request.
- 9.3 In the event that the supplier discovers that property rights or applications for property rights are or might be infringed in connection with the manufacture of goods, it must notify us thereof immediately without being asked.

10. Production equipment

- 10.1 Production equipment, e.g., drawings, models, samples, tools, templates and the like provided by us to the supplier or produced by the supplier according to our specifications must not be sold or pledged to third parties or otherwise distributed and must not be used otherwise for third parties without our prior written consent. They must be marked as our property.
- 10.2 In the event that we pay production equipment for the supplier in whole or in part, the supplier shall transfer ownership to us. Handover is replaced by a relationship in the nature of a loan, which shall be agreed herewith and due to which the supplier is entitled to the possession of the production equipment until our revocation. The supplier shall not be entitled to a right of retention to such production equipment being in our possession.

10.3 The costs for maintenance, servicing and renewal of the production equipment provided by us, produced according to our specifications and paid by us in whole or in part shall be borne by the supplier. This production equipment must not be changed without our prior written consent.

- 10.4 We have the right to demand the return of the production equipment,
- a) in the event that the supplier is not able to deliver for any reason whatsoever with regard to the parts produced by means of the production equipment,
 - b) if the supplier faces a financial collapse, in particular if an application for a composition or insolvency is filed against his assets,
 - c) in case of changes in the supplier's corporate or economic relationships or due to the transfer of the supplier's business to a successor in title in comparison to the conditions prevailing at the time of contract conclusion and if these changes are suitable to cause substantial impacts on the order. This shall apply in particular to contributions of any kind of one of our competitors at the supplier. The supplier must inform us promptly of such circumstances.

if the business relationship is terminated.

10.5 In the event that we request the return of production equipment, the costs of which we have not fully borne, we will reimburse, in relation to the time value, the costs of production equipment manufacture not borne at the time of procurement.

11. Trade secret and advertisement

11.1 The supplier is obliged to consider all commercial and technical details in connection with the order as trade secret and to treat them as strictly confidential.

11.2 The supplier is only allowed to refer to the business relationship with us in its advertisement if we have given our written consent in advance.

12. Product liability

12.1 The supplier undertakes to take out and maintain a perfected and existing business liability insurance and another insurance in order to hedge against all liability risks including product liability risks arising out of the contract and not to terminate these insurances before the expiration of three years from the last delivery of the items ordered by us.

12.2 The limit of liability must at least amount to EURO 5 M per event of damage or loss for personal injury, material damage and financial loss.

12.3 The supplier must specify and prove the insurances on our request.

13. Reservation of fulfilment / Embargo clause

13.1 The fulfilment of the contract is subject to the reservation that no impediments caused by applicable economic sanctions, trade sanctions or financial sanctions and/or embargoes of the European Union or the Federal

Republic of Germany or other applicable international regulations of foreign trade legislation are opposed. This also applies to economic, trade or financial sanctions and/or embargoes imposed by the United States of America, unless they would be contrary to European or German legal provisions.

13.2 The supplier is obliged to furnish all information and documents that we require for exportation, transfer or importation or that are requested by an authority or other government agencies.

14. Final provisions

14.1 The law of the Federal Republic of Germany shall apply.

14.2 Suppliers' data concerning the business purpose are processed as defined in the Federal Data Protection Act.

14.3 The place of fulfilment for delivery and payment is Hanover.

14.4 The place of jurisdiction for all claims from our legal relationship with suppliers is Hanover. This place of jurisdiction shall be exclusive for any claims against us. We are also authorised to make claims against the supplier before any other court competent according to the statutory provisions.

14.5 If individual provisions of the contract with the supplier, including these general terms and conditions, be or become completely or partially void or unenforceable, this shall not affect the validity of the other provisions of this contract. The same applies in the event that the contract contains a regulatory gap. The invalid or unenforceable provisions or the gap shall be replaced by an adequate provision which comes closest to what the contracting parties would have intended, as far as this is legally possible, provided that they had considered this point when the contract was concluded.

Hanover 02/2015