

General Purchase Conditions

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Applicable to business transactions with companies, legal entities and public special funds.

1. General

Our purchase conditions shall apply exclusively; any terms and conditions of the supplier that are contrary to or deviating from our purchasing conditions shall only be accepted by us where we have agreed to them in writing. The acceptance of goods or services from the supplier (hereinafter: Contractual Object) or payment for them shall not constitute any agreement.

2. Closing of the contract and changes to the contract

2.1 Orders, closures and delivery schedules, as well as any changes or amendments to them require written form.

2.2 Oral agreements of any kind – including subsequent changes of or amendments to our purchasing conditions – require our written approval to become effective.

2.3 Written form is complied with by telefax.

2.4 Cost estimates shall be binding and not subject to compensation, unless deviating terms were expressly agreed on.

2.5 Where the supplier does not accept the order within two weeks of receipt, we have the right to rescission.

2.6 Delivery schedules in the scope of an order and schedule planning become binding if the supplier does not reject them within two working days after receipt.

3. Delivery

3.1 Any deviations from our orders and schedules shall only be permissible after our advance written consent.

3.2 Agreed-upon dates and deadlines shall be binding. The receipt of the goods by us shall be decisive for compliance with the delivery date or delivery deadline. Where delivery "free to our plant" (DDU or DDP according to Incoterms 2000) is not agreed upon, the supplier shall provide the goods in time under consideration of the time determined for loading and shipping in coordination with the carrier.

3.3 The statutory provisions shall apply where agreed dates are not complied with. Where the supplier expects any difficulty regarding manufacture, raw materials supply, compliance with the delivery deadline or similar circumstances that may make timely delivery or delivery of the quality agreed upon impossible, the supplier shall inform our ordering department without delay.

3.4. Acceptance of the delayed delivery or service without reservations shall not include any waiver of compensation claims we are entitled to due to the delayed delivery or service.

3.5 Partial deliveries are generally not permissible, unless we have expressly agreed to them or they are reasonable for us.

3.6 Subject to proof to the contrary, the values determined by us at the goods receipt inspection shall be decisive for piece numbers, weights and dimensions.

3.7 We shall have the right to use the software belonging with the product scope of delivery, including its documentation, to the statutory extent (§§ 69a ff. UrhG).

3.8 We shall also have the right to use such software including its documentation, with the agreed-upon service features and in the scope required for using the product according to the contract. We shall also have the right to create a backup copy without express agreement.

4. Force majeure

Force majeure, labour dispute, interruptions of operations due to no fault of our own, unrest, authority measures and any other unavoidable events shall relieve us from the obligation of timely acceptance for their duration. During such events and within two weeks after their end, we shall – without any prejudice to any other rights of termination – have the right to completely or partially rescind the contract where these events are not of an immaterial duration and where our demand is materially lowered due to procurement from other sources as required by these circumstances.

5. Delivery note and invoice

The information in our orders and delivery schedules shall apply. The invoice is to be sent to the respective address printed on it in one copy and stating the invoice number and any other features required for assignment.

6. Pricing and passing of risk

Where no special agreement has been made, any prices are deemed without charge for delivery to our plant and free of duty (DDP according to Incoterms 2000) including packaging. VAT is excluded. Until acceptance of the goods by us or our on-site representative to whom the goods are to be delivered according to the contract, the supplier shall assume the risk of damage.

7. Payment terms

Where no special agreement has been made, the invoice shall be paid within 20 days with a discount of 3 % or within 30 days without discount after the claims for payment are payable and the invoice and the goods are received or the service is rendered. Payment shall be subject to invoice verification.

8. Defects claims and recourse

8.1 Acceptance shall be subject to examination that the goods are free from defects, in particular also that they are correct and complete where and as soon as this is practical according to the usual course of business. Notice of defects shall be given by us immediately after they are discovered. Regarding this, the supplier waives the objection of a late note of defects.

8.2 The statutory stipulations regarding material defects and defects of title shall be applied where nothing else is stipulated in the following.

8.3 We shall generally have the right to select the type of subsequent improvement. The supplier may refuse the type of subsequent improvement chosen by us if it is only possible with unreasonable costs.

8.4 Where the supplier does not start removing the defects without delay after our request that the defects be removed, we shall, in important cases and in particular to avoid any acute danger or larger damage, have the right to remove them ourselves or have them removed by a third party on the expense of the supplier.

8.5 In case of defects of title, the supplier shall indemnify us against any possible claims of third parties, unless the defect of title is not due to his fault.

8.6 Claims due to defects shall prescribe – except in case of fraudulent intent – after 3 years, unless the object was used in a building according to its usual purpose and caused this building to be defective. The prescription period shall begin with the delivery of the Contractual Object (passing of risk).

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8.7 Where the supplier complies with his obligation of subsequent improvement by a replacement delivery, the prescription period begins anew for the goods delivered as a replacement after they are delivered, unless the supplier expressly stated for the subsequent delivery that this took place only due to good will, to avoid dispute or in the interest of the continuation of the supply relationship.

8.8 Where we incur any costs due to the defective delivery of the Contractual Object, in particular any transport, call-out, work or material costs or costs for any delivery inspection exceeding the usual scope, these costs shall be assumed by the supplier.

9. Product liability

9.1 If we are subject to product liability claims, the supplier shall be obliged to indemnify us from such claims where and as far as the damage occurred due to a defect of the Contractual Object delivered by the supplier. In cases of liability independent of the originator, however, this shall only apply where it is the fault of the supplier. Where the reason for the damage is in the scope of responsibility of the supplier, he shall have the burden of proof.

9.2 The supplier assumes all costs and expenses in the cases of 9.1, including the costs for any possible legal proceedings.

9.3 Apart from this, the statutory provisions shall apply.

9.4 Before any product recall that is wholly or partially due to a defect of the Contractual Object delivered by the supplier, we shall inform the supplier, give him the opportunity to cooperate and to communicate with him regarding an effective procedure unless information or inclusion of the supplier is not possible due to special speed requirements. Where a product recall is due to a defect to the Contractual Object delivered by the supplier, the supplier shall assume the product recall costs.

10. Performance of work

People performing work for the execution of the contract on the plant premises must observe the stipulations of the respective plant regulations. Liability for accidents happening to these persons on the plant premises is excluded where not caused due to wilful or grossly negligent violation of obligations by our statutory representatives or auxiliary persons.

11. Provision

Any agents, materials, parts, containers and special packaging provided by us shall remain our property. They must only be used according to their intended purpose. Processing of materials and assembly of parts shall be performed for us. It is agreed that we shall be the joint owner of the goods manufactured from the materials and parts supplied by us at the ratio of the value of the things supplied by us to the value of the finished products, which are in this respect kept for us by the supplier.

12. Documentation and confidentiality

12.1 Any business or technical information made available by us (including specifications to be taken from any possibly provided objects, documents or software, and any other knowledge or experience) shall be kept confidential from any third parties where and as far as not verifiably publicly known and may only be disclosed to such persons in the supplier's company who must be charged with using them for the purpose of delivering to us and who are also bound to confidentiality; they shall remain our exclusive property. Without our previous written consent, such information must not be copied or used commercially – except for delivery to us. On our request, all information provided by us (where applicable including any copies or records made) and any borrowed objects shall be returned to us completely and without delay or be destroyed. We retain all rights in such information (including copyright and the right to apply for industrial property rights, such as patents, utility

patents, semiconductor protection, etc.). Where these were made available to us by any third parties, this retention of rights shall also apply to the benefit of these third parties.

12.2 Any products manufactured according to the documents drawn up by us, such as drawings, models and others, or according to our confidential information or with our tools or copied tools must not be used by the supplier himself and must also not be offered or delivered to any third parties. The same applies mutatis mutandis to our printing orders.

13. Export inspection and customs

The supplier is obliged to inform us of any possible approval obligations for (re)exports of his goods pursuant to the German, European, US export and customs provisions and the export and customs provisions of the originating country of his goods in his business documents. For this, the supplier shall, in the least, include the following information in his offers, order confirmations and invoices for the respective goods positions:

- the export list number pursuant to schedule AL of the German foreign trade regulations or a comparable list item of relevant export lists,
- for US goods, the ECCN (Export Control Classification Number) pursuant to the US Export Administration Regulations (EAR),
- the trade policy origin of his goods and their components, including technology and software,
- whether or not the goods were transported through the U.S., manufactured or stored in the U.S. or produced with the help of U.S. technology,
- the statistical goods numbers (HS-Code) of his goods and
- a contact in his company for clearing up any possible further inquiries on our part.

The supplier shall, on our request, provide us with any other foreign trade data regarding his goods and their components in writing and to inform us in writing and without delay (before delivery of the respective goods affected by this) of all changes to the above data.

14. Place of performance

Place of performance for delivery and payment shall be Steinheim.

15. Final provisions

15.1. German law shall apply exclusively for any legal relationships between us and the supplier, under exclusion of the conflicts of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2. Jurisdiction for all legal disputes directly or indirectly resulting from the contractual relationships based on these purchasing conditions shall be Steinheim. However we shall have the right to apply to the court responsible for the supplier's seat.

15.3. Where any provision in these general purchasing conditions or any provision in the scope of any other agreement between us and the supplier is or becomes invalid, the validity of any other provisions or agreements shall not be affected.

Data Privacy Note

We inform our suppliers that we will process their personal information – only for business purposes – using electronic data processing and according to the provisions of the Federal Data Privacy Act.