

Terms and conditions of purchase

(Version: April 2016)

1. Orders must be confirmed promptly in writing, expressly confirming the prices, discounts and delivery times. We reserve the right to cancel a previously placed order at any time if the supplier fails to confirm the acceptance of an order in writing within 14 days of receipt.

Differing prices, discounts and delivery or production dates are not binding for us unless we expressly confirm this in writing. Deliveries are made in accordance with our terms and conditions. Terms and conditions of the supplier will not be accepted. To be effective, any changes or additions to orders must be expressly confirmed by us in writing.

2. The goods ordered shall be received on the agreed delivery dates and at the delivery address specified; if the supplier fails to deliver the goods by the dates specified despite being given a warning and a reasonable grace period, we will be entitled to withdraw from the contract in whole or in part. Where release purchase orders are used, we are entitled to determine the release date and quantity based on our operating circumstances, without this giving rise to any entitlement of the supplier to demand compensation or to invoice us for the deferred quantities. Over and under delivery are permitted only with our consent.

3. The goods shall be dispatched and delivered to the delivery address specified at the expense and risk of the supplier. The supplier shall send us a dispatch notice immediately upon dispatch detailing the content and the relevant order codes and numbers. In addition, the supplier shall enclose two identical delivery notes to the delivery. Where the parties have agreed to calculate prices on an ex works or ex warehouse basis, the supplier shall always use the cheapest mode of transport available, unless we have expressly requested a specific mode of transport.

The supplier shall bear any additional expenses incurred in an effort to adhere to the agreed delivery dates, e.g. the cost of an express consignment. We shall only cover the insurance costs if this has been expressly agreed with the supplier.

4. The cost of packaging shall be calculated at cost price to the extent that this is not already included in the agreed price. If we return the goods, the supplier shall provide us with a credit note equal to at least 2/3 of the calculated value of the goods. The supplier shall send us two copies of the credit note containing all the data specified in the purchase order.

5. Invoices shall be drawn up promptly and for each order separately in two copies specifying the order reference and individual item numbers.

6. We shall pay invoices after we have received the invoice and the goods or services, at our option,

either: within 14 days applying a 2% discount or within 30 days in full.

Where advance or progress payments have been agreed, this shall not be construed as acceptance of the conformity of the respective supplied goods or services under the terms of the agreement.

We do not accept cash on delivery payment terms. The supplier is not entitled to assign claims against us without our express written consent.

The supplier shall only be entitled to retain title to the goods if this has been agreed with us separately outside the terms and conditions of the supplier.

7. Our requirements as regards dimensions, quality and configuration shall be strictly observed.

The liability for material defects and defects of title is governed by applicable laws and regulations.

We are entitled to give notice of defects within 4 weeks of receipt of the goods, which extends to 2 weeks of discovery in the case of hidden defects. If the goods supplied have been mixed or otherwise combined with other items and the composite new product turns out to be defective, we will be entitled to exercise our statutory rights unless the supplier can prove that the defect is not attributable to its goods.

8. The supplier undertakes to comply with all the relevant statutory requirements as regards the execution of the items to be supplied, including accident prevention regulations, noise abatement measures and generally accepted safety rules (e.g. DIN, VDI, DVDE, VdTÜV, DVGW, EC Directives, etc.). The supplier shall comply in full with the provisions of the legislation on equipment safety (Maschinenschutzgesetz [Equipment Safety Act]). Machinery shall comply with the accident prevention regulations of the Berufsgenossenschaft Feinmechanik und Elektronik [Trade Association for Precision Mechanics and Electrical Engineering].

9. Any models, samples, tools, drawings or other documents made available to the supplier remain our property. Unless otherwise agreed, these shall be returned in a usable condition no later than with the delivery of the remaining goods without the need for a formal request and may not be passed on or made accessible to third parties without our written consent. Any products manufactured to our specifications, drawings or models shall not be supplied or made available to third parties.

The supplier shall provide information on the composition of the delivered goods upon request to the extent necessary to comply with requirements laid down by public authorities in Germany and abroad.

The Supplier shall provide us at our request with all the certificates, test reports, etc. necessary for automotive and aerospace industry materials free of

charge and enclose these with the relevant delivery at the latest.

The cooperation with the International Aerospace Quality Group (IAQG) and its subdivisions down to the national level also includes the "right of access" to records and information relating to the ICOP (Industry Controlled Other Party Scheme) for IAQG member firms and the competent authorities.

10. The supplier hereby expressly represents and warrants that the supplied goods are not subject to industrial property rights or patents of third parties, etc., which may be detrimental to our interests.

However, should such rights exist, we will be entitled to terminate the agreement without notice. The supplier shall indemnify and hold us harmless against the infringement of third-party property rights. This is without prejudice to the exercise of the statutory rights afforded to purchasers of products.

11. Any materials provided remain our property and shall be stored, labelled and managed separately, and may only be used to execute our orders. The supplier is liable for any diminished value or loss of such items. The items created using the material provided will become our property once the manufacturing process is complete and should be treated accordingly.

12. The place of performance for all obligations arising from this agreement is Norderstedt, Germany. This also applies to any cheques and bills of exchange accepted as payment. The place of jurisdiction is Norderstedt, Germany.

13. The contractual relationship is governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).

14. If a claim is brought against us under the German Product Liability Act and the damage is attributable to a component we obtained from the supplier, the supplier undertakes to indemnify us in full against these claims for damages.

15. If any provision of these terms and conditions of purchase is held to be invalid, the validity and enforceability of the remaining terms and provisions will not be affected or impaired thereby (see Article 139 of the German Civil Code (BGB)).

16. We store personal data in connection with our terms and conditions, and we process this data within our group.