

# Terms of Purchasing of the Göhler Group

## § 1

### General provisions – scope

- (1) Our Terms of Purchasing apply exclusively; we do not accept any terms and conditions of the supplier, which oppose our Terms of Purchasing, unless we have expressly agreed to them in writing. Our Terms of Purchasing also apply when we unconditionally accept the supplier's delivery in knowledge of the conflicting terms of the supplier deviating from our Terms of Purchasing.
- (2) All agreements concluded between us and the supplier for the execution of this contract shall be set forth in writing in this contract.
- (3) Our Terms of Purchasing shall apply only in relation to businesses as defined by Sec. 310 (4) BGB [German Civil Code].

## § 2

### Offer – quotation documents

- (1) The Supplier is obligated to accept our order within a period of 8 days.
- (2) We reserve property and copyrights on illustrations, drawings, calculations and other documents; they must not be made accessible to third parties without our explicit written consent. They shall be used exclusively for the production based on our order; after completion of the purchase order, they shall be returned to us without request. They shall be kept secret in relation to third parties; in this respect, the provision under § 9 (4) applies in addition.

## § 3

### Prices – payment instruments

- (1) The price indicated in the purchase order is binding. In absence of deviating written agreement, the price includes the delivery, "free to the place of delivery" including packaging. The return of the packaging requires a separate agreement.
- (2) The statutory value added tax is included in the price.
- (3) We can process invoices only if they show the order number indicated in the order in accordance with the requirements contained in our purchase order. The supplier shall be responsible for all consequences arising from a failure to observe this obligation, unless it is responsible for them.
- (4) Unless agreed otherwise in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with 3% discount or within 30 days from receipt of the invoice in the net amount.
- (5) We shall have rights of set-off and withholding within the statutory scope.

## § 4

### Delivery period

- (1) The delivery period stated in the purchase order is binding.
- (2) The supplier is obligated to inform us in writing without delay if circumstances occur or become anticipatable, which suggest that the agreed delivery period cannot be kept.
- (3) In the event of a delivery delay, we shall be entitled to the statutory claims. We shall be entitled in particular to demand damage compensation in lieu of performance and/or withdraw from the contract after unsuccessful expiration of an appropriate grace period. If we claim damage compensation, the supplier shall have the right to also prove that it is not responsible for the breaches of duty.

## § 5

### Transfer of risk – documents

- (1) Unless agreed otherwise in writing, the delivery shall be made free to the place of delivery.
- (2) The supplier is obligated to state our exact purchase order number on all shipment documents and delivery slips; if it fails to do so, delays in processing shall be outside of our responsibility.

## § 6

### Inspection for defects – warranty

- (1) We are obligated to inspect the goods within an appropriate period for any deviations in terms of quality or quantity. Notices of defects shall be deemed made on time, if they are received by the supplier within a period of 5 working days calculated from the receipt of goods or, in case of hidden defects, from their discovery.
- (2) We shall be entitled to statutory claims of defect without deductions. We shall be entitled at any rate to request the supplier at our choice to either repair the defect or deliver a new object. We expressly reserve the right to claim damage compensation, in particular damage compensation in lieu of performance.
- (3) We shall have the right to perform the rectification of defects ourselves at the cost of the supplier if there is impending danger or particular urgency.
- (4) The limitation period is 36 months from the date of the transfer of risk. The statutory provisions shall apply to objects that are installed into a building.

## § 7

### Product liability – indemnification – liability insurance cover

- (1) If the supplier is responsible for a product damage, it shall indemnify us on first request from any damage compensation claims brought by third parties to the extent that the cause is found to be within the sphere of its control and organisation and it is liable personally in external relationships.
- (2) Within the scope of its liability for damage events in the aforementioned sense of (1), the supplier is also obligated to refund any expenses in accordance with Sec. 683, Sec. 670 BGB and pursuant to Sec. 830, Sec. 840, Sec. 426 BGB, which result from or in connection with a recall campaign conducted by us. We shall inform the supplier of the subject and scope of the recall campaign to the possible and reasonable extent, and give it an opportunity to provide statements. Other statutory claims shall remain unaffected.
- (3) The supplier undertakes to maintain a product liability insurance for a cover sum of EUR 10 million per personal injury/property damage and as a flat sum; if we are entitled to further damage compensation claims, these shall remain unaffected.

## § 8

### Intellectual property rights

- (1) The supplier assures that no rights of third parties inside of the Federal Republic of Germany are infringed in connection with its delivery.
- (2) If claims are brought against us by a third party for this reason, the supplier shall be obliged to indemnify us from these claims on first written request. We are not permitted to conclude any agreements with the third party – in particular not any settlements – without the supplier's agreement.
- (3) The supplier's indemnification obligation refers to all expenses, which necessarily arise to us from or in connection with the claims brought by a third party.
- (4) The limitation period is ten years from the date of the conclusion of the contract.

## § 9

### Reservation of title – on-site provisions – tools – confidentiality

- (1) If we provide parts to the supplier, we reserve ownership on them. Processing or conversion by the supplier shall be performed on our behalf. If goods subject to the reservation of title are treated or processed together with other items that are not our property, we shall acquire co-ownership of the new object in proportion of the value of our object (purchase price plus VAT) relative to the other processed

items at the time of the processing.

(2) If the object provided by us is inseparably mixed with other items that are not our property, we shall acquire joint ownership of the new object in proportion of the value of the object subject to the reservation of title (purchase price plus VAT) relative to the other mixed items at the time of the mixing. If the mixing takes place in a manner so that the supplier's object must be regarded as the primary object, it shall apply as agreed that the supplier transfers to us a proportionate co-ownership right and keeps the sole ownership or co-ownership created this way in its custody on our behalf.

(3) We reserve the ownership of tools. The supplier is obligated to use tools exclusively for the production of goods ordered by us. The supplier is obligated to insure the tools in our property in the value as new at its own costs for damages in result of fire, water, and theft. At the same time, the supplier assigns on this day already all compensation claims under this insurance policy to us. We hereby accept the assignment. The supplier is obligated to perform any required maintenance and inspection work, as well as all servicing and repairs on time at its own costs. It shall inform us immediately of any failures. If it fails to do so culpably, damage compensation claims shall remain unaffected.

(4) The supplier is obligated to keep all received illustrations, drawings, calculations, and other documents and information strictly secret. They may be disclosed to third parties only with our explicit agreement. The non-disclosure obligation shall also apply for the time after the end of this contract. It shall expire if and insofar as the specialised know-how contained in the illustrations, drawings, calculations and other documents having been provided becomes general knowledge.

#### § 10

Place of jurisdiction – place of performance

(1) If the supplier is a merchant, our place of business shall be the place of jurisdiction. However, we also have the right to also sue the supplier at the place of its residence.

(2) Unless the purchase order states otherwise, our permanent place of business is the place of performance.