General terms of purchase of RMIG Nold GmbH

As of March 2018

1. Contract basis, conclusion of contract, written form

1.1 These general terms of purchase apply to all deliveries and services (hereinafter referred to collectively as "deliveries") done for us by a seller, contractor or service agent (hereinafter referred to as "supplier"). The general terms of purchase only apply if the supplier is an entrepreneur, a legal entity under public law or a special fund under public law pursuant to § 310 (1) BGB.
1.2 These general terms of purchase shall also be deemed to be a framework agreement for all future contracts with the same supplier, without us having to refer to them again in each individual case. However, this does not apply if we change the terms of purchase; in this case, we will inform the supplier.
1.3 Our general terms of purchase apply exclusively; deviating, conflicting or supplementary terms and conditions of the supplier shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. Even if we refer to a letter containing or referring to terms and conditions of the supplier or a third party, this does not constitute acceptance of the validity of these terms and conditions. Our general terms of purchase and the requirement of express written consent shall also apply if we accept the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier.
1.4 References to the validity of statutory provisions are only for clarification. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these general terms of purchase.
1.5 If the written form is required for declarations of will, telecommunicative transmission of documents, e.g. by fax, computer fax or e-mail, shall count as compliance, unless otherwise stipulated by mandatory statutory provisions. Legally relevant declarations and notices to be submitted to us by the supplier after the conclusion of the contract, e.g. deadlines, reminders, declaration of withdrawal, must be in text form.

2. Transfer of orders

The supplier is not entitled, without our prior written consent, to have the delivery owed by it or essential parts of this delivery performed by third parties (such as subcontractors).

3. Property, tools, copyright, confidentiality

3.1 Tools, other types of equipment, drawings or other documents that we make available to the supplier remain our property. The supplier must return them to us unsolicited as soon as they are no longer required for the performance of the contractually owed services. A right of retention on the part of the supplier is excluded.
3.2 The supplier must ensure that these items are not affected by access by third parties or any foreclosure measures. Should this nevertheless happen, the supplier must inform us immediately. The supplier is responsible for damage due to improper use or storage.

3.3. All documents provided to the supplier are considered as confidential information. The supplier must keep confidential the knowledge and insights gained in connection with the contractual cooperation about our operational procedures as well as our other business and trade secrets, as long as these have not become generally known. The supplier may not make the same available to third parties, nor make them known to third parties without our express written consent, nor may the supplier use them or reproduce them itself or have this done by third parties. Use is only permitted for the purpose agreed under the contract. The supplier shall return these documents and any copies to us in full at our request if they are no longer needed by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract or destroy these documents at our request irreversibly and confirm this destruction to us. A right of retention to these documents by the supplier is excluded.

4. Delivery

4.1 Agreed deadlines and dates are binding. The supplier is obligated to notify us immediately in writing or in text form if circumstances occur or become apparent to it which indicate that the agreed delivery date cannot be met. In addition, the supplier must notify the reason for the hindrance and its expected duration at the same time. However, this notice does not affect the supplier's responsibility to meet the agreed delivery date. In case of delay of delivery we are entitled to the legal claims; the regulation according to section 4.2 remains unaffected.
4.2 If the supplier exceeds the delivery date, we are entitled to claim a contractual penalty. This amounts to 0.3% per working day of delay, but in total no more than 5% of the total net remuneration amount. We are entitled to enforce this penalty until the final payment, even if we do not expressly reserve the right to accept the delayed delivery. The contractual penalty shall be offset against any damage caused by the supplier.
4.3 Partial deliveries and early deliveries are only permitted after our prior written consent and do not oblige us to pay in full or in advance.
4.4 If the non-compliance with an acceptance or takeover by us is due to force majeure, labour disputes or other events beyond our control, we may demand the delivery in full or in part at a later date, without the supplier having any claims whatsoever against us.
4.5 We reserve the right to allow excess or short deliveries in individual cases without acknowledgement of legal obligation. If there are non-approved additional deliveries, we are entitled to store these at the expense of the supplier
or return them to the supplier.

5. Shipping, packaging, transport insurance

5.1 Delivery takes place within Germany "free domicile" (DDP/Incoterms®2010) at the place specified in the order (destination). If the destination has not been specified and nothing else has been agreed, the delivery must be made to our registered office in Stockstadt/Rhein. The respective destination is also the place of performance (delivery debt).
5.2 The risk only passes to us when the delivery has been handed over to the recipient at the place of destination. For delivery with installation or assembly as well as for other performance-related services, the risk passes to us after acceptance.
5.3 The delivery must be accompanied by a delivery note, specifying in particular our order data, the delivery quantity and the exact description of the goods as well as the complete destination information specified in the order.
5.4 Additional costs
due to a non-compliance with the shipping instructions or due to an expedited carriage to comply with the agreed date
shall be borne by the supplier.

6. Prices, invoice, payment

6.1 The agreed prices are fixed prices.
6.2 Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. for proper packaging, transport costs to destination including any transport and liability insurance and all fees).
6.3 If, deviating from para. 5.1 (delivery "free domicile"), the pricing "ex works" agreed, the supplier has to ship at the lowest cost, if we have not prescribed a specific mode of transport.
6.4 Invoices are not to be submitted separately before complete faultless delivery, completion of services or after acceptance of performance-related services for each order or each call. Invoices are to be submitted in two copies. We can only process invoices if – in accordance with the specifications in our order – they specify in particular the order number given there; the supplier is responsible for all consequences arising from non-

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compliance with this obligation, unless it can prove that it is not responsible.
6.5 If it turns out after the conclusion of the contract that the supplier gets into financial difficulties and thereby jeopardises our counter-performance claim, we can, if we have a prioritised obligation, make the advance payments dependent on adequate security. If the supplier is unable to provide this within a reasonable period, we have the right to withdraw from the contract.
6.6 The payment of an invoice does not constitute an acknowledgement of the contractual conformity of the delivered delivery.

7. Assignment, retention of title

7.1 The supplier has a set-off right and/or right of retention only on the basis of legally enforceable or undisputed counterclaims or counterclaims in a pending legal proceeding.
7.2 The supplier is not entitled to assign its claims from the contractual relationship to third parties. § 354a HGB remains unaffected.
7.3 We do not consent to any retention rights beyond the simple retention of title. In individual cases, they require our prior written consent. Should it nevertheless happen that subcontractors assert property rights, co-ownership rights or pledges with us or have foreclosure measures carried out, we will make a claim against the supplier for all damages incurred as a result.

8. Test certificates

Required test documents, or information on the duration and nature of the storage must be attached to the deliveries.
Until the receipt of the complete documents, the delivery is considered incomplete and invoicing procedure will be delayed.

9. Notification of defects, acceptance

9.1 Insofar as applicable, the statutory provisions (§ 377 HGB) shall apply to the duty to inspect and to give notice of defects, subject to the following proviso: our duty of inspection is limited to externally visible defects or transport damage as well as quantity and identity checks. Insofar as acceptance has been agreed, there is no duty to inspect. Our obligation to complain about defects discovered later remains unaffected. In all cases, our complaint (notification of defects) is deemed to be prompt and timely if it is given within ten working days. The supplier waives objection based on the delayed notice of defects.
9.2 The supplier shall carry out an outgoing inspection which serves the same purpose as the incoming inspection actually required by us according to § 377 HGB. In cases of doubt, the values determined at the time of transfer of risk shall be decisive for the quantities, dimensions, weights and quality.
9.3 With the receipt of our notice of defects at the supplier, the limitation period for claims for defects is suspended. In the case of replacement delivery and remedy of defects, the limitation period for replaced and repaired parts begins again, unless we had to assume, based on the behaviour of the supplier, that it did not regard itself as obliged to undertake the measure, but undertook the replacement or removal of defects only for goodwill or similar reasons.
9.4 Contractual services are to be formally accepted by us. The supplier must notify us in good time of acceptance in writing. Conclusive and fictitious acceptances are excluded.
9.5 The mere acceptance of a delivery does not constitute an acknowledgement of the contractual conformity of the delivery made.

10. Liability for defects and property rights of third parties

10.1 The supplier owes faultless deliveries and services. These must, in particular, have the agreed quality features and comply with the contractually stipulated purpose, the current state of the art, the generally recognised technical and occupational health and safety regulations of authorities and trade associations, comply with current environmental protection regulations and be free of third-party rights (in particular industrial property rights).
10.2 If the delivery includes machinery, equipment or systems, these must comply with the requirements of the specific safety regulations for machinery and equipment valid at the time of the fulfilment of the contract and have a CE mark.
10.3 In the case of material and legal defects and non-compliance with warranties, the supplier assumes responsibility according to the statutory provisions. If a defect shows itself within the limitation period according to para. 12, we are entitled to demand supplementary performance - at our own option through elimination of the defect (repair) or by delivery of a defect-free item (replacement) - as well as compensation for damages that cannot be remedied by a supplementary performance (compensation in addition to performance). The supplier must also bear the expenses required for supplementary performance. If there are claims for recourse in the supply chain extending to the consumer, which are due to faulty deliveries by the supplier, we may, according to the legal regulations, pass on our recourse claims to the supplier.
10.4 If the supplementary performance has not occurred within a reasonable period set by us,
has failed or the deadline was missed, we can also withdraw from the contract and, according to the statutory provisions, claim damages instead of performance, compensation for wasted expenses, or a reduction. If we are entitled to warranty claims that
go beyond the statutory rights in case of defects, this remains unaffected.
10.5 If the supplier fails to fulfil its obligations within a reasonable deadline set by us for supplementary performance, without having the right to refuse supplementary performance, we shall also be entitled to remedy the defects ourselves or have them remedied by third parties and to demand the necessary expenses for this be reimbursed by the seller. If the supplementary performance by the seller has failed or is unreasonable for us (e.g. because of special urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline is required; the seller must be informed immediately, if possible beforehand.
10.6 The supplier undertakes to ensure that no industrial property rights or other rights of third parties are infringed in connection with its delivery.
10.7 If claims are made against us by a third party for a reason pursuant to para. 10.6, the supplier is obligated to indemnify us against these claims upon first written request; this does not apply if the supplier is not responsible for the infringement of the rights of third parties. In the event of indemnification, we are not entitled to make any agreements with the third party - in particular without the supplier's consent - in particular to conclude a settlement. The indemnification obligation of the supplier also applies to all expenses that necessarily accrue to us from or in connection with the claim by a third party.

11. Limitation period

11.1 The reciprocal claims of the contracting parties expire in accordance with the statutory provisions, unless otherwise specified below.
11.2. The limitation period for claims for defects is 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 478, 479 BGB or § 445b BGB apply or the statutory provisions provide for longer limitation periods.

12. Product liability, insurance

12.1 As far as the supplier is responsible for product damage, it is obliged to indemnify us from claims for damages of third parties on first request insofar as the cause is within the dominion and organisational area of the supplier and supplier is liable in the external relationship itself.
12.2 Within the scope of its liability for claims within the meaning of para. 12.1, the supplier is also obliged to reimburse any expenses arising out of or in connection with a recall campaign lawfully carried out by us or by our customer. We will inform the supplier as far as possible and reasonable about the content and extent of the recall measures to be carried out in good time in advance and give the supplier the opportunity to comment. This does not affect any other statutory claims.

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12.3 We shall take over the necessary informing of the competent authority in accordance with the provisions of the Product Safety Act in consultation with the supplier.
12.4 The supplier undertakes to maintain product liability insurance with adequate cover for personal injury and property damage, which includes all risks arising from product liability including a reasonable recall risk. If we are entitled to further claims for damages, these remain unaffected. Upon request, the supplier must at any time provide us with a copy of the insurance policy or, at our request, a current confirmation of insurance.

13. Other obligations of the supplier

13.1 The supplier is obligated to pay at least the minimum wage according to the Minimum Wage Act of 11/08/2014 to the employees employed by it for carrying out the contracted services under the underlying contract. At any time during the duration of the contracted work or services, we may demand from the supplier written proof of payment of the minimum wage; In this case, the supplier is obligated to provide us with the written proof immediately, but at the latest within three working days from receipt of the request.
13.2 The supplier shall indemnify us from all claims asserted relating to the provisions of the Minimum Wage Act in the event of a violation by the supplier or its subcontractors.
13.3 Regardless of other termination and withdrawal rights, we shall be entitled to withdraw from the contract with immediate effect or to terminate the contract if the supplier and/or its subcontractors culpably violate the above provisions or the Minimum Wage Act of 11/08/2014. The supplier is obliged to compensate us for the damage resulting from the withdrawal or the termination. Claims of the supplier for non-performance are excluded. Otherwise, the consequences of withdrawal and termination are governed by the statutory provisions.
13.4 The supplier warrants that it has followed all export regulations applicable to it prior to delivery and that neither export bans nor export license obligations have been disregarded. The supplier undertakes to provide us with all information and data relevant to export and re-export regulations, as well as regarding the composition and origin of the goods supplied by it, in good time and to record its goods in the lists of goods in the EU, Germany or the USA.
13.5 The supplier is obligated to immediately provide us with certificates of origin, supplier declarations, statistical commodity codes or preferential proofs as well as any further documents and data in accordance with the statutory requirements of foreign trade.
13.6 Unless otherwise agreed, the supplier is obliged to provide spare parts for the products delivered to us for a period of 15 years after delivery and to execute provision to us promptly in cases of relevant orders.
13.7 If the supplier intends to discontinue the production of spare parts for the products supplied to us, it shall notify us in writing or in text form immediately after the decision on the discontinuation. This decision must - without prejudice to para. 13.6 - occur at least six months prior to cessation of production. Until the time of the notified discontinuation, we are entitled to further orders for spare parts, which the supplier shall execute promptly at conditions that are appropriate for us.
13.8 The supplier shall ensure that the products or parts thereof to be supplied comply fully with the requirements of Directive 2011/65/EU ("RoHS") and Directive 1907/2016/EC ("REACH"), as amended, and comply with national regulations adopted in the European Union in implementation of this Directive and are suitable for RoHS compliant and REACH compliant manufacturing processes.

14. Place of performance, jurisdiction, applicable law

14.1 The place of performance is the destination specified by us.
14.2 If the supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our place of business. However, we are also entitled, at our discretion, to bring action at the place of performance of the delivery obligation or at the place of business of the supplier.
14.3 The law of the Federal Republic of Germany applies. The application of the UN Sales Convention
(CISG) is excluded.