

General Purchase Conditions of FF Fluid forming GmbH (09/2016)

§ 1 General Aspects – Scope of Application

- (1) Our General Purchase Conditions shall apply exclusively; we do not accept any supplier's terms and conditions deviating from or contrary to our General Purchase Conditions unless the application of such terms and conditions has been expressly approved by us in writing. Our General Purchase Conditions will also apply when we accept the delivery of the supplier without reservation although we are aware that some of the supplier's terms and conditions are contrary to or different from our General Purchase Conditions.
- (2) Any agreements made between us and the supplier for the purpose of executing this contract shall be recorded in writing in this contract.
- (3) Our General Purchase Conditions apply only to companies as defined by § 310, subsection 1, of the German Civil Code (BGB).

§ 2 Offer – Offer Documents

- (1) The supplier has to confirm our purchase order within 2 weeks (acceptance period).
- (2) We reserve the ownership / copyrights of pictures, drawings, calculations and other documents; they must not be transmitted to third parties without our prior permission in writing. They may only be used for manufacturing based on our purchase order: after the order has been executed, they have to be returned to us without request. They are to be kept secret from third parties; in this context, the provisions of § 9, subsection (5), also apply.

§ 3 Prices – Terms of Payment

- (1) The price stated in the purchase order shall be binding. If nothing else is agreed in writing, the price is “free domicile” including packaging. Any return of packaging requires a separately agreement.
- (2) Legal VAT is included in the price.
- (3) Invoices cannot be processed unless quoting the relevant purchase order number as requested in our purchase order; the supplier shall be responsible for any consequences arising from failing to comply with this duty unless it provides proof that they are not caused by its own fault.
- (4) Unless otherwise agreed upon in writing, we will pay the purchase price within 14 days from delivery and receipt of invoice by deducting a 3% discount or net without any deduction within 30 days from delivery and receipt of invoice.
- (5) We are entitled to the legally defined rights of offsetting and retention.

§ 4 Delivery Period

- (1) The delivery period stated in the purchase order shall be binding.
- (2) The supplier has to notify us in writing without undue delay of any circumstances occurring, or of which it becomes aware, that indicate that the stipulated delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to assert our statutory rights. After having set a reasonable deadline which has expired without success, we shall be entitled to claim damages in lieu of performance or to demand rescission. In the event that we make a claim for damages, the supplier shall be entitled to prove to us that it is not responsible for the breach of duty.



§ 5 Transfer of Risk – Documents

- (1) Unless otherwise agreed upon in writing, delivery shall be free domicile.
- (2) The supplier shall state our purchase order number on all dispatch documents and delivery notes; if it fails to do so, we shall not be responsible for any delays in processing caused thereby.

§ 6 Inspection of Defects – Liability for Defects

- (1) We undertake to inspect the goods for possible defects within a reasonable period of time; a notice of defects shall be deemed to have been given on time if the supplier receives it within a period of 5 working days calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of detection of the defect.
- (2) We shall have recourse to the full range of statutory claims based on defects; we shall in any case also have the right to demand, at our choice, that the defect be remedied or a replacement delivered. We expressly reserve the right to claim damages, specifically the right to claim damages in lieu of performance.
- (3) If the supplier is in default of subsequent fulfilment, we are entitled to rectify the defects ourselves at the supplier's cost.
- (4) The period of limitation for claims for defects is 36 months from the date of transfer of the risk unless the compulsory provisions of § 478 and § 479 of the German Civil Code (BGB) apply.
- (5) Where consumer goods are purchased, the provisions of § 478 and § 479 of the German Civil Code (BGB) remain unaffected.

§ 7 Product Liability – Indemnity – Liability Insurance

- (1) If the supplier is held liable by third parties for product defects attributable to goods of the supplier, it shall indemnify us against any such claims on our first demand in so far as the cause is located within the supplier's sphere of authority and organizational area and as the supplier is individually liable to third parties.
- (2) In the context of the supplier's liability for cases of damage within the meaning of subsection (1) above, the supplier shall also reimburse any expenses pursuant to § 683 and § 670 of the German Civil Code (BGB) or pursuant to § 830, § 840 and § 426 of the BGB arising from or in connection with any legitimate recall conducted by us. To the extent possible and reasonable, we will inform the supplier in advance and on time about the contents and scope of the recall action/ and provide it with an opportunity to comment thereon. .
- (3) In co-ordination with the supplier, we will inform the responsible authority in accordance with the regulations of the German Product Safety Act (ProdSG).
- (4) The supplier shall be obligated to maintain a product liability insurance with a coverage of 10 million € per instance of personal injury / material damage on a lump-sum basis; if we are entitled to further damages, these will remain unaffected.

§ 8 Industrial Property Rights

- (1) The supplier represents and warrants that, in connection with its delivery, no third-party rights are infringed within the Federal Republic of Germany,
- (2) If we are held liable by a third party for infringing such rights, the supplier shall, upon first request in writing, indemnify us from and against any such claims. If claims for damages are asserted against



us by a third party, the supplier has to provide evidence that the infringement of the third-party rights has not been caused by the supplier's fault.

- (3) We are not entitled to enter into any agreements with the third party without the supplier's prior consent, in particular to agree on a settlement.
- (4) The supplier's indemnification duty shall apply to all expenses that we may incur due to or in connection with such third-party claim.
- (5) The period of limitation is 36 months from the date of transfer of the risk.

§ 9 Retention of Title – Provision of Parts – Tools – Confidentiality

- (1) If we order parts from the supplier, we reserve the property rights of these. Any processing or transformation by the supplier shall be carried out for us. If our items subject to retention of title are processed with other items that are not our property, we will acquire joint ownership of the new object at the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is mixed inseparably with other items that are not our property, we will acquire joint ownership of the new object at the ratio of the value of the item subject to retention (purchase price plus VAT) to the other mixed items at the time of mixing. If mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it is deemed to be agreed that the supplier transfers proportional co-ownership to us; the supplier shall keep the solely owned or co-owned item in custody on our behalf.
- (3) Tools shall remain our property; the supplier is obliged to only use the tools to manufacture the goods ordered by us. The supplier shall be obliged to insure the tools that are our property at replacement value against damage due to fire, water and theft at its own cost. At the same time, the supplier shall already now assign to us all claims for compensation resulting from this insurance, and we hereby accept such assignment. The supplier shall carry out any inspection and maintenance that need to be carried out on our tools as well as any preventive maintenance and repair maintenance in due time at its own cost. The supplier has to notify us of any malfunctions immediately; in the event that it deliberately fails to do so, any claims for compensation will remain unaffected.
- (4) To the extent our security interests as defined in subsection (1) and/or subsection (2) exceed by more than 10 % the purchase price of all our goods subject to retention of title not yet paid, we shall, upon the supplier's request, be obligated to release the security interests at our discretion.
- (5) The supplier undertakes to keep strictly confidential any pictures, drawings, calculations and other documents and information received. They may only be disclosed to any third party with our express permission. The obligation of confidentiality shall remain in effect after the completion of this contract. It shall, however, lapse if and when the manufacturing know-how contained in the pictures, drawings, calculations and other documents received from us has become public knowledge or was already known to the supplier at the time it was disclosed within the meaning of the first sentence.

§ 10 Place of Jurisdiction - Place of Fulfilment

- (1) Insofar as the supplier is a merchant, our domicile shall be the place of jurisdiction; we shall however, be entitled to sue the supplier at the court of the supplier's domicile.
- (2) Unless otherwise stated in the purchase order, our domicile shall be place of fulfilment.

