

1. General and Exclusivity clause

- 1.1 Unless otherwise expressly individually agreed in writing, our orders shall be effected exclusively on the basis of our Standard Terms and Conditions of Purchase. They form an integral part of the order and shall be approved by you as soon as being accepted. Differing conditions shall not become a part of the contract even if we do not expressly object thereto.
- 1.2 If the delivery or service is received without our express objection, this shall not imply in any case that we have accepted the delivery and service conditions, neither in part. The same shall apply for our unconditional payments.
- 1.3 Our Standard Terms and Conditions of Purchase in the respectively latest version shall also apply for all future contractual relationships with you, even if they have not been expressly agreed upon once again.
- 1.4 Our Standard Terms and Conditions of Purchase shall apply vis-à-vis businessmen only as provided for in § 14 German Civil Code (BGB).

2. Orders, Conclusion of contract, Changes and Prices

- 2.1 All correspondence must include our order number.
- 2.2 Only those orders which are submitted in writing by our procurement/scheduling departments shall be legally binding. Orders which are placed orally, by phone or by conclusive behavior shall require the subsequent written confirmation by the procurement/scheduling departments to become legally valid. The same shall apply to verbal subsidiary agreements, modifications of the contract and to the cancellation of the requirement of written form.
- 2.3 If you do not accept our order within 5 working days after receipt in writing by signing it on the duplicate of our order, we shall be entitled to revoke resp. modify the integral parts of the contract offered at any time and free of cost.
- 2.4 We shall also be entitled to request modifications of the object of delivery resp. of the service agreed even after the conclusion of the contract to the extent that such requests are reasonable for you. In case of such a contract modification, both parties shall

- agree on appropriate effects in particular with respect to increased- or decreased costs as well as the delivery dates.
- 2.5 You shall not be entitled to pass on the order or integral parts of the order to Third Parties without our prior written consent. The consent must not be refused without good reason.
- 2.6 Orders, call-offs as well as modifications and amendments thereof may also be provided by means of remote data transmission or by machine-readable data carriers.
- 2.7 If no prices are specified in the order, your current list prices shall apply with the customary deductions.
- 2.8 The prices agreed are fixed prices and shall exclude additional claims of any kind. Costs for packaging and transport up to the unloading of the goods at the point of use indicated by us shall be included in these prices. The type of pricing shall not affect the agreement on the place of performance.

3. Costs for quotations and visits

Principally in our inquiries we will request you to submit a binding quotation to us free of cost. We shall not grant any remunerations for visits or for the preparation of quotations and projects unless they have been expressly confirmed by our procurement/scheduling department in writing in advance.

4. Packaging, Transfer of risk, Delivery and Force Majeure

- 4.1 The goods need to be packed by you in a manner which is suitable to avoid transport damages. Packaging material is to be used to the extent only which is needed to achieve this purpose. Only environmentally friendly packaging material may be used
- 4.2 If by way of exception we are invoiced packaging material separately, we shall be entitled to return to you packaging material which is in good state free of freight charges against a remuneration of 2/3rd of the value resulting from the invoice. Your obligation to take the packaging back shall be based on the legal provisions
- 4.3 Shipping shall be carried out at your risk. The risk of any deterioration including the accidental loss shall remain with you

- until the goods have been handed over at the place of use requested by us.
- 4.4 The agreed delivery dates shall be binding. If a calendar week is agreed as delivery date, the last date shall be Friday of the said week.
- 4.5 The decisive for a compliance with the delivery date or delivery period shall be the receipt of the goods at the place of receipt or use determined by us or the timeliness of successful receipt.
- 4.6 You may only invoke failure by us to submit any necessary documents if you had requested such documents by way of a reminder in writing and had not received them within a reasonable period of time.
- 4.7 Force majeure and labor disputes shall release the parties to the contract from their performance obligations for the duration of the disturbance and to the extent of their effect. The parties to the contract shall undertake within the scope of what is reasonable to promptly provide the required information and to adapt their obligations to the modified conditions in good faith and to the best of their abilities. We are completely or partially released from the obligation to accept the ordered delivery/service and entitled in this respect to withdraw from the contract if, owing to the delay caused by force majeure resp. the labor dispute, the delivery or service is no longer usable by us, taking into account economic aspects.
- 4.8 If the delivery is made earlier than agreed we shall reserve the right to return the shipment at your expense. If the goods are not returned in the event of early delivery, we shall store them until the agreed delivery date at your expense and risk. We reserve the right to withhold payment for early deliveries until the agreed due date.
- 4.9 We will accept partial deliveries only if expressly agreed. The remaining quantity must be listed in case of agreed partial shipments

5. Claims in case of delay

- 5.1 If you see that an agreed upon date cannot be met for whatever reason you need to inform us promptly in writing and state the reasons and the presumable duration of the delay. At the same time, you undertake to do whatever is necessary to minimize the

delay as much as possible and, upon written coordination with us, to possibly realize the contract by another contract partner at the same conditions.

- 5.2 If the agreed delivery date is not met due to circumstances caused by you, then we shall be entitled to full statutory claims. In particular, you are obliged to compensate us for any indirect and direct damages resulting from delay.
- 5.3 In the case of delay, we shall be entitled to claim 0.3 % of the net order value per calendar day during the period of delay as a contractual penalty. The total amount of the contractual penalty is limited to max. 5 % of the respective net total order value. Even if we accept your late delivery without reserve, we may nevertheless claim the contractual penalty from you. The contractual penalty will be directly charged by way of debit note according to a rhythm to be determined by us.

6. Documents and Samples

The dispatch of any supporting documents and samples shall be at your risk. The documents (e.g. drawings, formulas, samples, etc.) need to be promptly returned to us at your expense (i.e. if they are no longer needed for the performance of the order/s).

7. Invoices and Payments

- 7.1 Invoices need to be rendered in duplicate and submitted to us complete with all the associated documents and data upon completion of the delivery/service separately and in an appropriate form by separate mail and separate from the respective shipment. The turnover tax needs to be shown separately in all invoices. You need to ensure the requirements of a properly prepared invoice in the respectively statutory form and content. Improperly submitted invoices (i.e. not correct, not complete, not orderly, not verifiable and not received) shall only be deemed to have been received by us once correct. All invoices need to contain the order reference resp. order number determined by us. You can recognize them by their initial number 4500xxxxxx or 4700xxxxxx.
- 7.2 Payment shall be made in the standard commercial way, either within 14 days with a 3 % discount or after 30 calendar days net, calculated from the receipt of the consideration, the receipt of the

invoice following the provision of the consideration or a later point of time stated by you. Where certifications, e.g. concerning material testing have been agreed upon, these shall form an integral part of the delivery/service and need to be forwarded to us together with the invoice. However, we need to have them on hand 14 days after receipt of the invoice at the latest.

- 7.3 In the event any goods/services are non-conforming we shall be entitled to withhold the payment proportionately to the value until the contract has been duly performed.
- 7.4 We shall not be in default until you have sent us a written reminder and if we do not have legitimate reasons for withholding the payment proportionately until the contract has been completely and duly performed.
- 7.5 In the case of advance payments, you shall have to provide an appropriate security upon our request, by means of an unlimited, directly enforceable guarantee of a German bank.
- 7.6 Any claims against us may not be assigned to Third Parties or collected by them without our prior written consent which shall not be withheld without reasonable cause. In the case of simple retention of title the permission is considered to be granted. However, if you assign your claims against us to a Third Party without our consent, this assignment shall nevertheless be effective. Anyhow however, we will provide service either to the supplier or the Third Party affected with the effect of discharging the obligation.
- 7.7 Our right of offsetting or of exercising a right of retention cannot be limited. You shall be authorized for offsetting claims with counterclaims or for exercising a right of retention if and to the extent the counterclaim has been determined indisputably or with legal effect only.

8. Initial examination and Responsibility for defects

- 8.1. Obligations of inspection and complaint shall not exist before the full delivery or service has been provided.
- 8.2. You allow us to perform our initial examination properly by making spot checks in a reasonable manner resp. check the identity of the delivered object, the weight, the dimension and the appearance directly after the delivery, within 10 working days at the latest. We

- shall not be obliged to perform technical function tests or other examinations.
- 8.3. Defects in delivery found during the aforementioned tests will have to be announced by us promptly, within 10 working days at the latest, hidden deficiencies within a period of 10 working days after having detected them.
- 8.4 You accept liability for the fact that all deliveries/services shall comply with the latest state-of-the-art knowledge, technology and science, the relevant legal regulations and the provisions and regulations of authorities, professional and trade associations of the Federal Republic of Germany, the EC and the country of destination. Furthermore, you assume liability for the fact that the goods delivered and services rendered comply with our requirements, dispose of the agreed properties and the suitability for the contractually intended use.
- 8.5 If deviations from these agreements or regulations are necessary in specific cases, you must obtain our written consent to the same beforehand. Your liability for defects shall not be restricted due to this consent.
- 8.6 If you have any concerns about the nature of the work requested by us, you need to promptly notify us in writing. The documents (e.g. drawings, formulas) will be prepared in accordance with our requirements. You will promptly check the documents for their factual and technical correctness. Possible complaints need to be communicated to us in writing promptly after receipt of the goods. Deviations from our requirements cannot be accepted. You shall be liable for faulty transmission.
- 8.7 You undertake to use ecologically sound products and procedures in your deliveries/services within the frame of economic and legal possibilities even in case of outsourced supply and supplementary work. You shall be liable for the environmental sustainability of the products and packaging material delivered and for all consequential damage resulting from a breach of statutory disposal obligations.
- 8.8 Upon our request, you shall prepare a procurement certification for the goods delivered.
- 8.9 Defects of the delivery/service which are reported during the period of responsibility for defects will have to be eliminated by you promptly and cost-free at request and at our discretion, including all secondary costs, within the frame of subsequent

- performance by correction/rework or by replacement/new manufacturing.
- 8.10 After failure of the second attempt at subsequent performance we shall be entitled to the statutory rights without restriction, in particular the rights of rescission, reduction of the purchase price and indemnification instead of the service
- 8.11 If you culpably do not meet your warranty obligation within a reasonable deadline established by us, we shall be entitled to take necessary steps on our own or to have steps taken by Third Parties in order to eliminate the defect at your cost and risk irrespective of your responsibility for defects liability.
- 8.12 In urgent cases we may remedy the defects ourselves or have them remedied by Third Parties after your prior written consent.
- 8.13 The period of the responsibility for defects amounts to 36 months unless expressly agreed otherwise. It starts with the turnover of the delivery item to us or the Third Parties designated by us at the place of use determined by us resp. with the successful receipt (transfer or risk). The limitation period shall extend by the duration of supplementary performance measures provided by you as of receipt of the deficiency notice for the time until you declare the termination of the measure in writing or reject another supplementary performance in writing.
- 8.14 The provisions of §§ 445a, 445b, 478, 479 of the German Civil Code on recourse in the chain of suppliers shall not be affected thereby.
- 8.15 You shall also be liable for compensation of direct or consequential damages pursuant to the statutory provisions.

9. Product liability, Recall and Quality assurance

- 9.1 If our clients or third parties claim compensation for damages from us for product liability, irrespective of for which domestic or foreign legal basis, you shall exempt us from such claims – including the associated costs required for a legal defense -, insofar as you caused the damage and – when applying fault-based law – you are responsible for the circumstances underlying the liability.
- 9.2 Within the frame of liability pursuant to paragraph 1 you shall also be obliged to reimburse necessary and reasonable expenses which result from the fact that the delivery item is not secure, in

particular for a callback; a potential contributory negligence by us needs to be taken into consideration.

- 9.3 If a contracting party has reason to assume that a callback action is needed due to their product, he shall have to communicate his reasons to the other contracting party at once as well as surrender the documents to him which support his point of view. The other contracting party must promptly comment on these assumed reasons and a possible callback action. If the contracting parties do not reach agreement on the necessity of a callback action, the scope or the payment of costs, a contracting party may set a date for an immediate common meeting, which must be attended by staff with decision-making competence of both contracting parties. If any of the contracting parties acts contrary to this time schedule, he cannot invoke the fact vis-à-vis the other party that the callback action had been objectively necessary resp. not necessary unless the other party has recklessly or intentionally disregarded this.
- 9.4 If we are exposed to measures of the market surveillance authorities, e.g. pursuant to the Product Safety Act, you shall transfer all information to us and provide any assistance we need in order to ward off the corresponding measures of the authorities. You will not be reimbursed possible costs or expenditures.
- 9.5 Other statutory claims shall remain unconsidered.
- 9.6 You shall mark delivery objects in such a way that they are permanently recognizable as your products.
- 9.7 You shall have to carry out a quality assurance which is suitable in kind and scope and which incorporates the latest available technological advances and prove them to us without request. Insofar as we consider it to be necessary, you shall have to enter into a corresponding quality assurance agreement with us.
- 9.8 Furthermore, and at least for the duration of the business relation, you will insure yourself against all risks from the product liability including the risk of callback to a suitable amount and submit the insurance policy and payment documents to us for review upon request.

10. Insolvency and Withdrawal

- 10.1 If you stop payments or if insolvency proceedings against your assets or a judicial or extrajudicial settlement proceedings is filed,

we shall be authorized to withdraw from the contract completely or in part.

- 10.2 If the withdrawal from the contract results from a breach of duty caused by you, the services performed up to this date will be settled at contractual prices to the extent only to which we will be able to use them as planned. The damage caused to us will be considered at the time of settlement.

11. Reservation of proprietary rights

- 11.1 You shall be entitled to the reservation of property requested to you if it expires as a result of the payment of the remuneration agreed for the delivered object (goods subject to retention of title) and we are authorized to sell the reserved goods within the frame of an orderly course of transaction.
- 11.2 To ensure further processing and resale instead of the retention of title and in case that a retention of title is effectively agreed according to paragraph 1, we hereby assign to you the claim to our purchaser– which we are entitled to resulting from the further sale of the object produced by using the goods subject to retention of title- to the amount of the invoice value of the goods subject to retention of title respectively delivered to you. If the claims to our purchaser are included in a current account, the assignment refers to the corresponding part of the balance including the final balance from the current account.
- 11.3 Already herewith, you assign the claims assigned to us in paragraph 2 back to us, namely, subject to the condition precedent, that we shall pay the remuneration invoiced for the respective goods subject to retention of title.
- 11.4 We shall be entitled to collect claims assigned to you. A revocation of the entitlement shall be effective only if we cease to comply with payment obligations resulting from the business which is the basis of the delivery of the respective goods subject to retention of title. Under this condition you may also request us to disclose the assigned claims and the debtor to you and notify the debtor of the assignment or that we ourselves provide for the notification.

12. Tools and formulas

- 12.1 All services among others molds, tools, reproductions, drawings, samples, formulas, packaging, dies, photos, printing plates, layouts, technical delivery conditions and similar, which have been provided and paid at our expense, respectively have been turned over to you by us, shall pass into our property at the time of manufacture respectively shall remain in our property and possession. They need to be stored, maintained, kept in good condition and to be protected by you free of charge. Upon request, they are to be turned over to us without the assertion of any rights of detention. In the event of incorrect documents (e.g. photos, drawings) you shall need our prior written consent before you may charge costs for resulting need for corrections which have not been caused by you.
- 12.2 The unrestricted and unlimited right of use lies exclusively with the Client. Thus, it is not allowed to use the product on your own, to pass it on to third parties free of charge, nor to sell it to third parties wholly or in parts. In the individual case, the express written consent by our management shall be needed beforehand. This shall apply for all legal acts with effect from today in the future.
- 12.3 Services provided according to our documents among others such as molds, tools, reproductions, drawings, samples, formulas, packaging, dies, photos, printing plates, layouts, technical delivery conditions and the same may be exclusively produced for us and delivered to our company, unless we expressly agree in writing with a delivery to Third Parties.

13. Secrecy and Client protection

- 13.1 All technical data and not obvious commercial and technical details which you come to know as a result of the business relation with us must be kept secret by you. They may be used only when performing our orders and they may be made accessible to those employees only whose employment in the execution of the order is required pursuant to your business conditions. You shall oblige these employees to keep all details strictly confidential according to sentence 1.
- 13.2 In case of any infringement you shall be obliged to pay a contractual penalty to the amount of the respective net order value, the same with the exclusion of continuing relationship. We reserve the right to assert further claims.

- 13.3 You shall not be authorized to use any knowledge from the business relationship with us such that you contact our clients directly or poach them.
- 13.4 Possible subcontractors must also be informed of the obligations of the preceding paragraphs.

14. Proofs of origin

You undertake to turn over the necessary documents concerning the origin of the goods to us upon request and shall be liable for their correctness.

15. Industrial safety and Health protection and Minimum wage law

- 15.1 You must observe all valid regulations on the industrial safety and health protection, the working conditions and environmental protection as well as for the laws and provisions valid in this connection and you must ensure that all of your employees and subcontractors observe these regulations, laws and provisions.
- 15.2 Furthermore, you undertake to comply with all obligations resulting to you from the minimum wage law. In addition, you undertake to employ those subcontractors only who have committed to you to comply with all of your obligations resulting from the minimum wage law. When requested by us you shall undertake to provide corresponding evidence of compliance with the minimum wage law. You shall undertake to exempt us from all claims and costs resulting from demands pursuant to § 13 of the minimum wage law due to payment of minimum wages to own staff or employees of the subcontractor. In the case of non-compliance with the obligations from the minimum wage law by your side we shall, in addition, be entitled to terminate the contract on an extraordinary basis and without notice, for an important reason.

16 REACH-Regulation

- 16.1 You undertake to comply with REACH (Regulation EC No. 1907/2006). You are obliged to have all substances delivered to

us (pre-) registered by yourselves or by pre-suppliers to the extent you have obligations according to REACH. If you are not subject to registration according to REACH yourselves, you shall oblige your pre-suppliers to comply with their obligations according to REACH. You undertake to transmit all information and documents required due to REACH to us within the terms provided for in REACH resp. to promptly forward the information of your pre-suppliers to us. In addition, you undertake to always review and ensure the completeness and up-to-dateness of your information and documents.

- 16.2 In case we are held liable by clients, competitors or authorities for breach of REACH-regulations which are due to your products we shall be entitled to request exemption from these claims or compensation for damage caused by the non-existence of the REACH conformity.

17. Data protection

Within the frame of the business relationship, the contracting parties shall be entitled to collect, save, change, process and pass on data about the business partner to third parties in accordance with the Federal Data Protection Act

18. Applicable law

- 18.1 Exclusively the law of the Federal Republic of Germany shall apply.

19. Place of performance and Legal venue

- 19.1 Unless expressly otherwise agreed, the place of performance for the delivery obligation shall be the place of use determined by us, for all of the other obligations of both parties, the place of performance will be our business seat.
- 19.2 If you are a merchant, the court competent for our company's registered office shall be responsible for both parties. However, we shall also be entitled to bring legal action against you at your general legal venue.

19.3 These general terms and conditions of purchase are to be interpreted according to German law. In case of deviations between the German version and a translation, the German version shall have priority.

20. Partial ineffectiveness

If individual parts of these general terms and conditions of purchase are or become legally ineffective, the effectiveness of the other conditions shall not be impaired by this. An ineffective stipulation will be replaced by an effective regulation that comes closest to the ineffective stipulation with respect to its economic result.