

General Terms and Conditions of Purchase of SVT GmbH

I. General

1. Our General Terms and Conditions of Purchase shall apply vis-à-vis business persons, legal entities incorporated under public law, and special funds under public law.
2. Our General Terms and Conditions of Purchase shall be exclusively applicable. We do not recognise any deviating sales conditions of suppliers, unless we have expressly consented in writing to their applicability. Our General Terms and Conditions of Purchase shall also apply if we accept a delivery without reserves being aware of a supplier's deviating sales conditions.
3. All agreements between the supplier and us in connection with the execution of this Agreement are set forth in writing herein. There are no oral collateral agreements hereto. Any amendments or supplements to this Agreement shall be valid only if made in writing.

II. Offer and offer documents

1. We consider us to be bound by our order for a period of two weeks as from the date of our order. After that period has expired, the order can no longer be accepted.
2. We reserve the right to demand from the supplier reasonable modifications of the goods as regards their construction and design. We will take appropriate account of any consequences of such modifications, in particular with a view to any additional or reduced costs and to the delivery dates. The supplier may modify the goods only with our prior written consent.
3. We reserve title and copyrights to any illustrations, drawings, calculations and other offer documents. They may not be made available to third parties without our prior written consent. They shall be used exclusively for the production based on our order and shall be returned to us without any further request after the order has been processed. They shall be kept secret vis-à-vis third parties.

III. Price and payment terms

1. The price shown in the order shall be binding and include VAT at the current statutory amount. Unless expressly stipulated otherwise in writing, this price shall include free delivery and packing.
2. Unless otherwise stipulated in writing, we shall settle the invoice within 14 days as from its receipt and receipt of the goods at a discount of 2%, or net within 30 days as from the receipt of the invoice and of the goods. We reserve the right to settle the supplier's invoice by cheque or by an eligible bill; any extra fees and expenses shall be borne by us.
3. Without our prior written approval, the supplier shall not be entitled to assign, or to have third parties collect, any claims it may have against us.
4. We shall be entitled to set-off and retention rights without limitations according to the statutory provisions.

IV. Confidentiality

1. The parties undertake to treat all details of a commercial or technical nature that are not obvious and of which they gain knowledge through the business relation as business secrets. The parties may use the business relation as such for advertising purposes only with the prior written consent of the other party.
2. We reserve title to the tools, models, samples and other objects provided by us. The supplier shall be obliged to use such objects exclusively for the production of the goods ordered by us. The supplier shall process or transform any objects provided by us on our behalf. In case such objects are processed with other objects, which are not in our property, we shall acquire the co-ownership of the new object in relation to the value of our object and to the other objects processed at the time of processing.
3. The supplier undertakes to impose the obligations contained in the above paragraphs also on its sub-suppliers.

V. Time of delivery

1. The delivery time indicated in the purchase order shall be binding.
2. The supplier shall be obliged to inform us in writing without undue delay if any circumstances have occurred or are threatening according to which the stipulated delivery time cannot be complied with.
3. In case of delay in delivery, we shall have a claim to a lump-sum compensation of 1% of the delivery value for every complete week of delay, but no more than 10% of the overall delivery value. Further statutory claims and rights for delay in delivery shall be reserved.

VI. Quality and documentation

1. The supplier shall comply with the accepted rules of technology, the safety regulations and the stipulated technical data in its deliveries. In particular, the DIN, EN, ISO, IEC, VDE, EC guidelines and other international guidelines indicated in our order shall be observed. Our "Primary Sample Test Instructions" (*Erstmusterprüfvorschrift*) shall be authoritative for the tests of primary samples. Regardless hereof, the supplier shall verify the quality of the goods to be delivered on a permanent basis and, if required, inform us of any possible improvements.
2. If minimum or maximum values of parameters are indicated in the offer, the maximum values in no event must be exceeded in no part of the component or product, and the minimum values in no event and in no place must be fallen short of. This shall be ensured by appropriate testing and measuring methods and be documented. The purchaser may request the disclosure of such test results in writing at any time and without any additional costs.

3. Moreover, in case of the safety-relevant parts particularly marked in the technical documentation or under a separate agreement, the supplier shall establish special records as to when, in which way and by whom the goods to be delivered have been tested with regard to the features requiring documentation and as to the results the required quality tests have come to. The test documents shall be stored for ten years and be submitted to us at no cost upon demand. The supplier shall impose these obligations on its sub-suppliers to the same extent within the scope of the statutory possibilities.
4. The scope of delivery shall include, free of any separate charge, the technical documentation, the certificate of conformity as well as any other documents and certificates required for the goods or for their use.
5. To the extent any authorities competent for product safety or similar demand access to our production and our testing documents for revision, the supplier agrees to grant them the same rights in its own company and to support them to a reasonable extent.

VII. Passing of the risk

1. Unless expressly stipulated otherwise, the delivery shall be free of charge.
2. The risk of accidental loss and accidental deterioration shall pass to us upon receipt of the goods.

VIII. Warranties

1. With regard to our duty of examination and complaint notification, it is agreed that the notification of defects within the meaning of Sec. 377 of the German Commercial Code shall be deemed to have been made in due time if the notification is received by the Supplier within a period of five business days from the receipt of goods or, in case of hidden defects, from the date of their detection.
2. We are entitled to remedy any defects ourselves at the supplier's cost in case of imminent danger or of particular urgency.
3. The limitation period for warranty claims shall amount to 36 months as from the date of the passing of the risk.
4. In any other respects, the supplier's liability for the breach of warranties shall be subject to the statutory provisions of the law of the sale of goods (Sec. 434 et seq. of the German Civil Code).

IX. Indemnity for product liability

1. The supplier shall be obliged to indemnify us and hold us harmless from and against any third-party claims for damages arising from defects of the goods within the meaning of the German Product Liability Act, provided that the supplier is held liable under the German Product Liability Act towards that third party.
2. On the conditions mentioned in the preceding paragraph, the supplier moreover shall be obliged to reimburse us for any and all expenses incurred due to or in connection with any recall actions carried out by us. As far as feasible and reasonable, we will inform the supplier and agree with it on any such recall action in time.

X. Proprietary rights

1. The supplier shall be responsible for that the delivery and the contractual use of the goods do not infringe any third-party proprietary rights.
2. The supplier shall be obliged, upon first written demand, to indemnify us and hold us harmless from and against any claims by third parties alleging that the delivery or contractual use of the good to be supplied has infringed their proprietary rights. We shall inform the supplier of the assertion of such claims without undue delay and give it the opportunity to defend itself against such claims.
3. Upon conclusion of this Agreement, the supplier shall notify to us any and all proprietary rights and corresponding applications regarding the goods to be supplied. The supplier shall not be entitled to any additional compensation for such proprietary rights and corresponding applications.

XI. Governing Law and jurisdiction

1. This Agreement shall be exclusively governed by the law of the Federal Republic of Germany excluding the UN Convention on the Sales of Goods.
2. Unless indicated otherwise in the purchase order, the place of performance shall be our registered seat. We shall be entitled, however, to take legal action against the supplier also at its own registered seat.
3. Should individual provisions contained in this Agreement be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. In this event, the parties undertake to replace the invalid or unenforceable provision by a provision that comes as close as possible to the economic purpose of the invalid provision.