

General Terms and Conditions of Purchase of SUPLEX GmbH

I. Scope

1. Orders for goods or services are made exclusively on the basis of these Terms and Conditions of Purchase.
2. The application of the Supplier's general terms and conditions of business is hereby repudiated. The present Terms and Conditions of Purchase apply even if we accept goods or services without reservation, knowing that the Supplier's terms and conditions of business conflict with or differ from our terms.
3. Our Terms and Conditions of Purchase shall only apply in relation to entrepreneurs within the meaning of § 14 German Civil Code (*Bürgerliches Gesetzbuch*).

II. Contracts

1. Our order constitutes an offer to buy the product or service in accordance with the information in the order and subject to these terms and conditions. We will remain bound by our orders for two weeks from the date of the order. Upon receipt of the Supplier's order confirmation by us or with our acceptance of the contractual delivery or service within this period the contract shall be deemed concluded. Order confirmations that we receive after this period are considered new offers which requires our acceptance. The same applies to order confirmations whose content differs from our order. The Supplier must expressly and separately point out the differences in such cases.
2. Purchase orders and release orders, along with changes or additions made to them, are binding only if we expressly issue them.
3. Oral commitments by our representatives or other auxiliaries are valid only with our written confirmation.
4. We will not pay for offers.

III. Terms of delivery; default

1. Delivery must be made to the address for delivery provided in the order. The Supplier bears the risk until we take possession of the goods or accept the service.
2. Agreed dates and time limits are binding; if delivery periods are specified, they begin to run from the date of the order. Compliance with a delivery period is measured by the time it takes the goods to arrive at the specified place of delivery.
3. The Supplier is obliged to promptly notify us in writing if circumstances arise or become apparent to it which give legitimate cause for concern that the agreed delivery period cannot be kept. Partial deliveries may be made only with our express consent.
4. The SUPLEX Delivery Rules form part of the contract.
5. In the event of default in delivery, our rights are as provided by law. In particular, we are entitled to demand damages in lieu of the service once a reasonable extension has expired without performance. Furthermore, we are entitled to withdraw from the contract. If we demand damages, the Supplier has the right to prove that it is not liable for the breach of its duty.
6. Deliveries in excess of what we have agreed to entitle us to accept the excess goods with the invoices post-dated accordingly, to put them into storage at the Supplier's expense until the Supplier collects them or to return them at the Supplier's expense.
7. The Supplier is not entitled to deliver to us before the agreed delivery time. If the Supplier nevertheless delivers before the agreed time, we are entitled to store the delivered goods at the Supplier's expense until the agreed delivery time or to send it back at the Supplier's expense.

IV. Prices

1. The agreed prices are fixed prices.
2. Unless otherwise agreed, prices are in Euros and include free delivery to the place of delivery specified by us, with standard commercial packaging, carriage charges, storage charges, and any customs duties included. The Supplier must take back and dispose of the packaging at its expense if we so request prior to payment for the delivery.

V. Terms of payment

1. Unless otherwise agreed, payment is due within 14 days. The period allowed for payment does not begin before we have taken possession of the contractual goods or accepted the contractually performed service, with proper delivery notes included and before we have received the invoice. A payment by bank transfer is considered to have been made as soon as we have instructed our bank, with sufficient funds in our account, to make the transfer to the Supplier.
2. Invoices must be sent to us in duplicate and separately, immediately after delivery is made or service is performed.
3. Our order number must appear on the invoices. The Supplier is liable for all consequences arising from failure to comply with this obligation.
4. Payment does not constitute acknowledgement of the Supplier's terms or prices.
5. We have set-off and retention rights to the extent provided by law. The Supplier may offset only against claims that are not in dispute, that are ready for settlement or that are final and absolute.
6. The Supplier is barred from a right of retention unless our counterclaim is based on the same contractual relationship.

VI. Product qualities and compliance

1. The Supplier undertakes that its goods and services meet the agreed specifications, serve the purpose of their intended use as contractually agreed and comply with all relevant laws, regulations and directives of the state in which the Supplier has its domicile and of the place where we have our domicile. The Supplier warrants that all required licences and permits for the product have been obtained.
2. At our request the Supplier must promptly obtain or provide certificates of origin required for trade in the delivered goods.
3. The Supplier agrees to inform us promptly of any changes relating to the production of the products delivered to us.
4. The Supplier agrees to comply with the statutory provisions and regulations (for example, REACH, the Ozone Regulation, respect for human rights, prohibition of child labour, etc.) governing its approach to employees, environmental protection, occupational safety, etc., and to work towards reducing detrimental effects of its activities on man and the environment.
5. If the Supplier breaches its duties according to this section (item VI), it is obliged to compensate us for any resulting harm. Furthermore, in such case we are entitled to withdraw from the contract.

VII. Retention of title and confidentiality

1. We retain title to any goods that we may provide the Supplier with. If the ordering party processes, combines or mixes such goods with goods from another source to create a new product or mixed entity, we have the right to co-property (*Miteigentum*) thereof in proportion to the ratio between the value of the original goods when they were provided and the value of the other processed, mixed or combined goods when they are used, processed, combined or mixed. The co-property if the item shall be deemed a retained good (*Vorbehaltsgut*). In the event that no such property is acquired by us, the Supplier hereby assigns to us as security its future property, or – in

the ratio specified above – its co-property of the newly created product or mixed entity. We accept this assignment.

2. We retain property rights and copyrights to illustrations, drawings, calculations and other documents that the Supplier is provided with. The Supplier is obliged to keep these items strictly confidential. Reproduction, commercial use or disclosure thereof to third parties by the Supplier is permitted only with our express prior written consent. They are to be used exclusively for manufacture on the basis of our order and they may be made available only to those persons in the Supplier's own business establishment who likewise have been bound to confidentiality. Once the order has been fulfilled, such items must be returned to us without request.
3. Products that are manufactured according to our documents, models, etc., may neither be used by the Supplier itself nor offered or delivered to third parties.
4. The Supplier must regard as a trade secret, and treat confidentially, the inquiry, the order, the making of the contract, the services relating thereto and all information received in connection with performance of the contract, particularly information of a technical or commercial nature. These may be disclosed to third parties only with our express consent. The duty of confidentiality will continue to apply for a period of three years after the completion of the contract; it will cease to apply if and in so far as the production knowledge contained in the illustrations, drawings, calculations and other documents that have been lent has become generally known.
5. References in informational and promotional materials to the business association that exists with us are permitted only with our express approval.

VIII. Intellectual property rights

1. The Supplier warrants that, to the extent of its liability therefor, no third-party rights are infringed in connection with its delivery.
2. If we are held liable therefor by a third party, the Supplier is obliged to indemnify us against such claims upon our first written request; this entitlement requires fault on the part of the Supplier.
3. The Supplier's duty of indemnification as described in paragraph 2 applies to all expenses incurred of necessity by us that arise from or in connection with a third-party claim.

IX. Liability for defects

1. Neither acceptance of the delivered goods nor payment of the agreed or invoiced price constitutes an acknowledgment that the delivery is in accordance with the contract or free of defects.
2. Our statutory rights in the event of defects subsist unabridged; we are entitled in any event to demand from the Supplier, at our option, remedy of defects or delivery of new goods. The right to damages, particularly damages in lieu of performance, is expressly reserved.
3. The limitation period for warranty claims is 36 months calculated from the transfer of risk.
4. If the Supplier meets its subsequent performance obligations through replacement, the limitation period begins to run anew for the replaced goods upon their delivery, unless it was to be assumed, on the basis of the Supplier's conduct, that the Supplier did not consider itself obliged to take such a measure but delivered a product without defect or remedied the defect as a courtesy.

X. Product liability - Indemnification - Liability insurance protection

1. In so far as the Supplier is responsible for product damage, it must indemnify us at our first request against third-party claims for damages to the extent that the cause lies within its sphere of control and organisation and the Supplier itself is liable to third parties.
2. Within the limits of its liability for damage claims according to paragraph 1, the Supplier is obliged also to reimburse the costs of any legal action that is brought and any expenses according to §§ 683, 670 German Civil Code or according to §§ 830, 840, 426 German Civil Code that arise from or in connection with a recall action carried out by us. In so far as possible and reasonable, we will inform the Supplier of the content and scope of the recall measures to be carried out and give it an opportunity to state its position. Other legal claims remain unaffected.
3. The Supplier agrees to maintain product liability insurance with a coverage amount of at least €10 million per personal injury/property damage; our right to claim further damages remains unaffected. The Supplier must provide us with proof of such insurance on request.

XI. Force majeure

1. In the event of force majeure or other events that are unforeseen when the contract is made (stoppages of any kind, war, lawful strikes, etc.), for which the Supplier is not at fault, and which it was unable to avert despite such care as may be reasonably expected under the circumstances in a particular case, it is released from its duties of performance for the duration of the impediment. The Supplier is obliged, within the limits of what may be reasonably expected, to promptly furnish the necessary information and to adjust its obligations to the altered circumstances in good faith.
2. If the events of force majeure are of a transient nature, we are entitled to demand performance at a later date. Should an event of force majeure last more than four months, we are entitled to withdraw from the contract in whole or in part.

XII. Withdrawal

1. Subject to the conditions in items III.5, VI.5 and XI.2 of these Terms and Conditions, we have a right of withdrawal.
2. If we withdraw from the contract on the basis of the aforementioned contractual rights of withdrawal, the Supplier must compensate us for damage arising therefrom, unless it is not liable for the accrual of the right of withdrawal.
3. Other statutory rights of withdrawal remain unaffected thereby.

XIII. Place of performance; legal venue; applicable law

1. Unless the supply contract states otherwise, the place of performance is our registered place of business.
2. The exclusive place of jurisdiction for all law suits shall be Krefeld, provided that the Supplier is a merchant or legal person under public law or that he has no place of general jurisdiction in Germany. However, we reserve the right to sue the Supplier at its place of general jurisdiction.
3. All legal relationships between the Supplier and us are exclusively subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Status: January 2014