

General Terms and Conditions of Purchase of
Möhlings GmbH & Co. KG,
Umformtechnik „Grünes Herz“ GmbH & Co. KG
Maschinentechnik Pretzschendorf GmbH
(as of 02/2019)

§ 1 General - Scope of application

- (1) Our Terms and Conditions of Purchase shall apply exclusively; we shall not recognise any terms and conditions of the supplier which conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we unconditionally accept the supplier's delivery in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- (2) All agreements made between us and the supplier for the purpose of executing this contract shall be set out in writing in this contract.
- (3) Our Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of Art. 310 paragraph 1 BGB (German Civil Code).
- (4) Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

§ 2 Offer - Offer Documents

- (1) The supplier is obliged to accept our order within a period of 2 weeks.
- (2) We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents as well as samples; they may not be made accessible to third parties without our express written consent. They shall be used exclusively for processing our order; after processing the order they shall be returned to us unsolicited; electronically stored data shall be deleted. They are to be kept secret from third parties, in this respect the regulation in Art. 11 paragraph (6) applies additionally. This applies in particular, but not limited to, to written documents designated as "confidential". They may not be passed on to third parties without our express written consent. See also Art. 9 paragraph 5. They are to be used exclusively for production on the basis of our order. They shall be returned to us unsolicited after completion of the order.

§ 3 Prices - Terms of payment

- (1) The price stated in the order is binding. In the absence of a written agreement to the contrary, the price shall include delivery "free domicile", including packaging. The return of the packaging requires a special agreement.
- (2) The statutory value added tax is included in the price.
- (3) We can only process invoices if they state the order number shown therein - in accordance with the specifications in our order; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for this.
- (4) The terms of payment specified in the order are binding. The statutory regulations concerning the consequences of default in payment shall apply.

(5) We shall be entitled to set-off and retention rights to the extent permitted by law.

(6) We shall be entitled to refuse any obligation to pay in advance agreed in individual cases if it becomes apparent after conclusion of the contract that our claim to consideration is endangered by the supplier's lack of ability to pay (plea of uncertainty under Article 321 BGB). This shall also apply in particular if our credit insurance refuses to cover the order or parts of the order with the supplier.

§ 4 Delivery time

(1) The delivery time stated in the order is binding.

(2) The supplier shall be obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met.

(3) In the event of a delay in delivery, we shall be entitled to demand lump-sum damages for the delay in the amount of 1% of the delivery value per completed week, but not more than 5%; we reserve the right to assert further legal claims, in particular also to prove higher damages. The supplier shall have the right to prove to us that no damage or substantially less damage has been incurred as a result of the delay.

§ 5 Transfer of Risk - Documents - Hazardous Substances

(1) Unless otherwise stated in the order confirmation, delivery "free domicile" is agreed.

(2) The risk of accidental loss or accidental deterioration shall also pass to us upon delivery if we have assumed the shipping costs or other additional services or a partial delivery is made.

(3) The supplier shall be obliged to state our order number exactly on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for delays in processing.

4. The supplier shall ensure that its supplies comply with the provisions of Regulation (EC) No 1907/2006 on the registration, evaluation, authorisation and restriction of the European Communities and of the Internal Market (Trade Marks and Designs).

4. The supplier shall ensure that its supplies comply with the provisions of Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). In particular, the supplier warrants that the substances contained in the products supplied by him have been registered to the extent required under the provisions of the REACH Regulation and that we are provided with the relevant safety data sheets in accordance with the provisions of the REACH Regulation or with the information required in accordance with Art. 32 REACH Regulation. If the supplier supplies products within the meaning of Article 3 of the REACH Regulation, he shall in particular also guarantee that he fulfils his obligation to pass on sufficient information in accordance with Article 33 of the REACH Regulation.

§ 6 Warranty Claims and Notification of Defects

(1) On receipt of goods, we shall only inspect the goods with regard to obvious damage, in particular transport damage, identity and quantity deviations of the delivery, unless otherwise agreed with the supplier in a quality assurance agreement. We shall notify such defects without delay. We reserve the right to carry out a more extensive incoming goods inspection. Furthermore, we shall give notice of defects as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the objection of delayed notification of defects. The supplier is obliged to maintain a suitable quality management system which is adapted to our reduced incoming goods inspection.

(2) We shall be entitled to the statutory warranty claims in full; in any case, we shall be entitled to demand from the supplier, at our discretion, either the rectification of the defect or the delivery of a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

(3) We shall be entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with subsequent performance and in other cases regulated by law.

(4) The limitation period shall be 36 months, calculated from the transfer of risk, unless the mandatory provisions of Articles 445 b, 478 paragraph 2 BGB (German Civil Code) apply.

(5) The other mandatory provisions of the delivery recourse remain unaffected.

§ 7 Product Liability - Indemnification - Liability Insurance Protection

(1) Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us upon first request against claims for damages by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable externally.

(2) Within the scope of his own liability for cases of damage within the meaning of paragraph (1), the supplier is also obliged to reimburse any expenses pursuant to Articles 683,670 BGB and Articles 830, 840, 826 BGB arising from or in connection with a recall action carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.

(3) The necessary notification of the respective competent authority in accordance with the provisions of the ProdSG (Product Safety Act) shall be undertaken by us in consultation with the supplier.

(4) The supplier undertakes to maintain a product liability insurance with a sum insured of € 10 million per personal injury/property damage - lump sum - for the duration of this contract, i.e. until the respective expiry of the limitation period for defects; if we are entitled to further claims for damages, these shall remain unaffected.

§ 8 Property rights

(1) The supplier guarantees that no rights of third parties are infringed in connection with his delivery as well as by his delivery.

(2) If claims are made against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims upon our first written request; we shall not be entitled to enter into any agreements with the third party - without the consent of the supplier - in particular to conclude a settlement.

(3) The Supplier's indemnification period refers to all expenses necessarily incurred by us from or in connection with claims asserted by a third party, unless the Supplier can prove that he is not responsible for the breach of duty underlying the infringement of property rights.

(4) The limitation period for these claims shall be three years, beginning with the transfer of risk.

§ 9 Reservation of Title - Provision of Materials - Tools - Secrecy

(1) Ownership of the delivery items shall pass to us unrestrictedly and unencumbered upon delivery. However, a simple retention of title in the supplier's general terms and conditions is accepted.

(2) Insofar as we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of our object (purchase price plus VAT) to the other processed objects at the time of processing.

(3) If the object provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of our object (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer co-ownership to us pro rata; the supplier shall keep the sole ownership or co-ownership for us.

(4) We reserve title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us against fire, water damage and theft at their replacement value and at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation under this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all repair work at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.

(5) Insofar as the security rights to which we are entitled pursuant to paragraph (2) and/or paragraph (3) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the request of the supplier.

(6) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after completion of the contract. It shall expire, however, if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the supplier at the time of notification within the meaning of sentence 1.

§ 10 Place of jurisdiction - place of performance

(1) If the supplier is a merchant, the place of business of Möhling GmbH & Co. KG in Altena (Westphalia) is the place of jurisdiction; however, we are also entitled to sue the supplier at his general place of jurisdiction.

(2) The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods shall not apply.

(3) Unless otherwise stated in the order confirmation, our place of business in Altena (Westphalia) shall be the place of performance.