

General Purchase Conditions of Company Kersten Europe GmbH, Hardstr. 8, 78256 Steißlingen

Status as of: August 2017

1 Scope

1.1 These Purchase Conditions shall only be applicable to entrepreneurs, to legal persons under public law and public-law special funds.

1.2 The following Purchase Conditions shall apply to all contracts, deliveries, and other services, provided that they have not been altered or excluded with our express approval.

1.3 The general terms and conditions of our contractual partner, in particular of the supplier, shall not become binding, even if we do not explicitly contradict them again.

2. Order Placement and - Acceptance

2.1 Orders and their modifications and additions shall only become valid, if they have been made by us in writing - also by fax or email.

2.2 The supplier shall confirm the order/modification in writing without delay. Should we fail to receive a due confirmation within 10 days - as from the receipt of the order/modification - we shall be entitled to withdraw the order without the supplier being able to derive any claims.

3. Price and Payment

3.1. The prices shall be fixed prices. All additional delivery costs (customs, packaging, transport, insurance) shall be separately disclosed by the supplier within the scope of his offer and shall be born by the supplier with exception of the legal value added tax, in the absence of any different written agreement. Price increases of the contractual object, including the increase of additional delivery costs, shall be subject to prior written approval by us.

3.2. Where no special agreement has been made, the invoice shall be paid either within 14 days subject to deduction of a 2% discount or within 30 days net without any deduction as of the payment due date and the receipt both of the invoice and the goods or services, The payment is effected under reserve of invoice verification.

3.3. We shall be entitled to the rights of offsetting and retention as well as the plea of non-performance of the contract to the extent provided by statute. In particular, we shall be entitled to retain due payments as long as we are entitled to claims against incomplete or faulty services against the supplier.

4. Delivery, Transfer of Risk, and Transport

4.1. The delivery dates and delivery deadlines mentioned in the order or call-off shall be binding.

4.2. Unless otherwise agreed, delivery shall take place DDP Incoterms 2010 to us or to the delivery location stated by us.

4.3. The receipt of the contractual object and the shipping documents at our address or at the receiving place stated by us shall be decisive for the compliance with the delivery date or the delivery deadline.

4.4. The statutory provisions shall apply where agreed dates are not complied with. Where the supplier has any difficulty regarding manufacture, raw materials supply, compliance with the delivery date or similar circumstances that may make timely delivery or delivery of the quality agreed upon impossible, the supplier shall inform us without delay.

4.5. The acceptance of the delayed delivery or service without reservations shall not include any waiver of compensation claims we are entitled to due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by us for the delivery or service has been effected.

4.6. Partial deliveries are generally not permissible, unless we have expressly agreed to them or they are reasonable for us.

4.7. If the supplier has agreed to carry out the installation or assembly, and unless otherwise agreed, the supplier shall bear all necessary expenses, such as travel expenses or tooling charges.

4.8. In the case of over and/or under deliveries of ordered quantities as well as in the case of premature delivery, we reserve the right to refuse to accept the delivery at the expense of the supplier or to value the invoice accordingly.

4.9. The supplier shall pack the goods in suitable form.

4.10. The supplier shall guarantee that the goods do not contain substances falling within the scope of substance prohibitions of the European Directive 2011/765/EC (RoHS). The supplier shall also guarantee that the substances contained in the goods, as well as their utilization(s) either are already registered or are not subject to registration under Regulation (EC) No 1907/2006 of the REACH Regulation, and that an authorization according to the REACH Regulation is available, where necessary. The supplier shall also, where necessary, issue the safety data sheet according to appendix II of the REACH Regulation and make it available to us. Should goods be delivered, which are classified as hazardous goods according to the international regulations, the supplier shall inform us hereof at the latest in the order confirmation.

4.11. The supplier shall provide reasonable assistance to us in obtaining preferential tariffs and other governmental benefits and submit to us all supporting records and documents, especially certificates of origin.

6. Invoice

6.1 The invoice shall be sent in duplicate to our given printed mailing address, in a separate letter. It shall not be included in a shipment.

7. Notice of Defects

We shall notify the supplier within 10 work days of any defects in the contractual object as soon as they have been determined under the circumstances of an orderly course of business. In this respect, the supplier waives the objection of the delayed notification of defects. Our duty to examine and give notice of defects shall be limited to the examination of the quantitative disclosure in the corresponding delivery note and to the visually recognizable transport damages (visual defects) upon delivery. Furthermore, the duty to examine and give notice of defects shall be void and the supplier shall expressly renounce the objection of the defect complaints pursuant to § 377 of the German Commercial Code (HGB).

Payments effected by us shall not be deemed as acknowledgement that the delivery was without defects.

8. Warranty

8.1. The supplier shall undertake to supply the contractual objects free from defects. In particular, he shall warrant that the contractual objects comply with the state-of-the-art, the generally accepted technical safety regulations of authorities and trade associations, and are in accordance with the relevant legislation.

8.2 The statutory regulations to defects in goods and titles shall apply, unless subsequently otherwise agreed.

8.3 We shall principally have the right to choose the type of subsequent remedy. The Supplier shall have the right to refuse the type of remedy chosen by us, if it is only possible with disproportionate costs.

8.4 In the event that the supplier does not immediately begin to remedy the defect after our request for rectification, we shall be entitled to rectify faults ourselves at the supplier's expense, or arrange for this work to be carried out by a third party, in particular to prevent acute hazards or to avoid major damage.

8.5 In case of defects of title, the supplier shall indemnify us against any possible claims of third parties, unless the defect of title is not due to his fault.

8.6 The limitation period for claims based on defects is 3 years – except in cases of fraudulent misrepresentation – unless the object has been used in a building construction in accordance with its customary use and caused the defectiveness thereof. The limitation period begins with the delivery of the contractual object (transfer of risk).

8.7 If parts delivered could not remain in operation during the investigation and/or remedying of the defect, the warranty period shall be prolonged for the duration of the interruption of use.

8.8 In the case of a substitution, or in cases where an improved contractual object contains the same defect, or a defect is the result of remedy of the defect, the warranty period shall begin afresh.

8.9 Should we incur expenses as a result of the defective delivery of the contractual object, in particular transport, carriage, labour costs, assembly and disassembly costs, costs of material or costs of incoming goods control exceeding the normal scope of the control, such costs shall be borne by the supplier.

8.10 Any other claims by us for breach of contract or the violation of other obligations remain unaffected.

9. Product Liability

9.1. In the event a product liability claim is asserted against us, the supplier is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the delivery item supplied by the supplier. In cases of fault-based liability this shall only apply if the supplier is culpable.

9.2. The supplier shall bear all costs and expenses in the cases of section 9.1, incl. the costs of bringing any action.

9.3. Furthermore, statutory provisions shall apply.

10. Safety Regulations

Should the order relate to machines, apparatus, vehicles and the like, the execution of the order shall conform with the valid laws and the regulations for the prevention of accidents. In addition, yet without this requiring any special order or reference, any protective devices required by the regulations for the prevention of accidents shall also be supplied therewith.

11. Provision of Material

11.1 Any material provided shall remain in our ownership. Any materials provided shall be stored in a clearly arranged manner and separately as our property, and marked as our property, adequately insured, in particular, against fire, water and theft at the expense of the supplier and shall only be used in accordance with the respective regulations.

12. Documentation etc.

12.1 Documentation of all kinds, such as samples, drawings, models or means of production that we have made available to the Supplier, shall remain in our ownership and shall be returned to us unrequested and free of charge as soon as it is no longer required for executing the order. This documentation shall be used exclusively for the production based on our order. It shall not be made available to third persons in any way. The same shall be applicable for documentation or means of production that the supplier has produced or developed in

accordance with our specifications, or with our participation. This regulation shall be valid for our data accordingly. The supplier shall not be able to acquire any rights to our property, in particular, the documentation and data. For each breach of these regulations under section 11, the Supplier shall pay us a contractual penalty amounting to € 25,000 in each individual case and without a continuation of the offence.

13. Miscellaneous

13.1 The place of performance with respect to all deliveries and services shall be the domicile of our company.

13.2 The place of jurisdiction shall be the competent court at the domicile of our company provided the Customer is a merchant, a legal person under public law, or a special-purpose fund under public law. However, we shall be entitled to institute proceedings at the court competent for the domicile of the supplier.

13.3 The law of the Federal Republic of Germany shall be valid exclusively, excluding the UN convention on the international sale of goods (CISG).