

GENERAL TERMS AND CONDITIONS OF PURCHASE

I. General

Contracts with us are concluded solely on the basis of these General Terms and Conditions of Purchase. This shall also apply to future transactions with our business partners or with suppliers ("Vendors"). Deviating, conflicting or supplementary terms and conditions of the Vendor are hereby objected to; nor are they recognized by the acceptance of the goods without repeated express objection.

II. Orders/mandatory content of the contract

1. The content of our written orders is authoritative. Orders placed orally or in supplementary agreements enter into force only upon our written confirmation.

2. Our orders must be confirmed in writing within 14 calendar days from the date of the order. Once this period has expired, we are no longer bound to our order.

3. The content of the contract is determined by our order. When the Vendor confirms the order, this confirmation is authoritative only to the extent it matches our order. If post-contractual circumstances require changes, we are entitled to demand such changes provided the effort is reasonable for the Vendor.

4. It is noted that an extended (in particular due to further processing, mixing) and/or prolonged retention of title cannot become part of the content of the contract.

5. The Vendor guarantees he will keep spare parts available for the duration of 10 years as of the point in time at which we obtain sole possession of the goods.

6. The Vendor guarantees that the risks associated with the delivered goods are secured with an insurance sum of at least €5 million. We are entitled to request the presentation of the up-to-date insurance policy.

7. Insofar as the Vendor is contractually obligated or obligated by law to provide documents (in particular, operating manuals, material test certificates, declarations of conformity, manufacturer's declarations) and to attach identification marks (e.g. CE mark), these obligations are among his essential contractual obligations. As long as these obligations are not met, his invoice is not due for payment.

8. Agreed prices are fixed prices that cover the services of the Vendor.

III. Delivery dates

The delivery dates named in our order are binding. In the event that the Vendor did not adhere to a delivery date and we have set a reasonable grace period for delivery for him without any success, we are entitled at our discretion to withdraw from the contract in whole or in part or to demand compensation for damages instead of the service. If there is a risk that the delivery will be delayed, the Vendor shall notify us promptly about it stating the reasons.

IV. Delivery

The goods shall be delivered and shipped free of charge to our business address or to a delivery location specified by us at the Vendor's risk. The Vendor shall bear the costs of packaging, freight and insurance. The Vendor guarantees to take out a transport insurance policy. The Vendor also guarantees proper packaging. If, in individual cases, delivery ex works has been agreed upon, the Vendor shall take care to obtain the freight costs most favorable to us and ensure correct declaration. He shall include our order number on the delivery note. In other respects, the provisions of Incoterms in the current version apply.

V. Deficient delivery

1. Unless specified otherwise below, the applicable statutory provisions apply to our rights in the event of defects of quality and defects of title (including wrong and incomplete delivery, improper installation, deficient installation and operating instructions) or other breaches of duties on the part of the Vendor. The Vendor guarantees that the delivered goods comply with statutory and technical provisions applicable to the intended use, in particular rules and regulations of authorities, of employer's liability insurance associations, professional associations, the state of the art as well as current environmental protection standards and that the rights of third parties are not violated. This obligation is first determined by the specific intended use of the delivery (especially the use location); if the intended use is not specified, the general rules applicable in the Federal Republic of Germany apply.

2. According to the statutory provisions, the Vendor is, in particular, liable that the goods have the agreed properties upon transfer of risk to us. The product descriptions that constitute the subject matter of the respective contract – in particular by being named or referred to in our order – or are included in the contract in the same way as these General Terms and Conditions of Purchase are considered as an agreement on the properties of the goods. It is irrelevant in this context whether the product description comes from us, from the Vendor or from the manufacturer.

3. By way of derogation from Section 442 (1) of the German Civil Code, we are entitled to full warranty claims even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

4. The statutory provisions (Sections 377, 381 of the German Commercial Code) apply to our commercial examination and notification obligations, with the proviso: Our obligation to examine is limited to defects that become apparent during goods inspection, i.e. an external appraisal, including of the delivery note (e.g. transport damage, incorrect or incomplete delivery), or that are identifiable during our quality control procedure, which is based on samples. If an acceptance has been agreed upon, there is no obligation to examine. As for the rest, it depends on whether and to what extent an examination is advisable in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects for defects discovered later remains unaffected by this. Without prejudice to our obligation of examination, our notice of defects is considered immediate and timely if it is sent within 14 working days as of the discovery of the defect; or, in the case of obvious defects, as of the delivery date.

5. Subsequent performance includes the removal and re-installation of the defective goods if the goods in accordance with their nature and their intended use have been integrated in or attached to another item. Our legal claim to reimbursement of expenses shall remain unaffected by this. The expenses required for examination and subsequent performance are borne by the Vendor even if it turns out that there was no defect. Our liability for damages in the case of an unjustified demand for rectification remains unaffected; we are only liable, however, when we recognized or did not recognize, due to gross negligence, that there was no defect.

6. Without prejudice to our statutory rights and the provisions in Item 5, the following applies: If the Vendor does not meet his obligation to subsequent performance – at our discretion, by eliminating the defect (rectification) or by delivering an item free of defects (replacement delivery) – within a reasonable period set by us, we are entitled to eliminate the defect ourselves and demand from the Vendor compensation for the expenses required for it or an appropriate advance. In the event that the subsequent performance by the Vendor is unsuccessful or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), there is no need for a deadline; we shall inform the Vendor of such circumstances immediately; in advance, if possible.

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7. Apart from that, pursuant to the statutory provisions, we are entitled to reduce the purchase price or to withdraw from the contract in the case of a defect of quality or defect of title. In addition, we are entitled to claims for damages and reimbursement of expenses according to the statutory provisions.

VI. Supplier recourse

1. In addition to the claims for defects, we are fully entitled to our legal recourse claims within a supply chain (supplier recourse under Sections 445 a, 445 b, 478 of the German Civil Code). In particular, we are entitled to demand from the Vendor exactly the kind of subsequent performance (rectification or replacement delivery) that we owe to our customer or buyer in each individual case. Our statutory option (Section 439 [1] German Civil Code) shall not be restricted by this.

2. Before we accept or fulfill a warranty claim asserted by our customer or buyer (including reimbursement of expenses according to Sections 445 a [1], 439 [2 and 3] of the German Civil Code), we shall notify the Vendor. The notification includes a brief presentation of the facts and a request for a written statement. If such a substantiated written statement is not given within a reasonable period and if no amicable solution is brought about, the warranty claim actually granted by us is deemed as owed to our customer or buyer. In this case, the Vendor is obligated to provide counter-evidence.

3. Our claims from the supplier recourse also apply if the defective goods were further processed by us or another entrepreneur, e.g. by integration in another product.

VII. Product and environmental liability

The Vendor shall indemnify us of all claims by third parties that are based on product damage and/or have resulted in environmental damage due to causes within his area of control and organization. The Vendor shall also reimburse the costs of any activities initiated by us for this reason (in particular, recalls, warnings).

VIII. Invoice and payment

Invoices shall be sent separately to our business address in duplicate in hard copy (paper). Payment shall be made within 14 days with a 3% discount or within 30 days net. The payment does not mean recognition of proper performance or a waiver of the Vendor's liability due to warranty claims.

IX. Assignment

The assignment of claims against us is only effective with our written consent.

X. Confidentiality, supplied documentation and objects

1. All documents and objects we made available to the Vendor for the submission of a bid or for the execution of an order remain our property and are not allowed to be used for any other purposes, reproduced or made accessible to third parties. After completion of the order, these documents or objects must be sent back to us free of charge.

2. The Vendor is allowed to use tools provided by us only for the processing of the goods ordered by us. He undertakes to insure the tools at replacement value at his own expense and assigns to us all claims for compensation against the insurer.

3. The Vendor undertakes to use the knowledge and experience acquired in the process of completing our order solely for the execution of orders from our company and not to make his knowledge known to third parties.

XI. Data protection

We reserve the right to store personal data of the Vendor on data media. The Vendor is aware that we can make use of this possibility.

XII. Insolvency

In the event that insolvency proceedings have been opened on the assets of the Vendor and the contract has not yet been fulfilled, we are entitled to withdraw from the contract.

XIII. Statute of limitations

1. Unless specified otherwise below, the mutual claims of the contracting parties shall fall under the statute of limitations in accordance with the law.

2. By way of derogation from Section 438 (1) no. 3 of the German Civil Code, the general statute of limitations for warranty claims is 24 months as of the point in time at which our customer or buyer accepts from us the service of which the delivered goods of the Vendor have become an integral part; at a maximum, however, 5 years after transfer of the goods to us. This statute of limitations applies, mutatis mutandis, to claims arising from defects of title; the statute of limitations for third-party claims for restitution of property (Section 438 [1] of the German Civil Code) remain unaffected by this; claims arising from defects of title do not fall under the statute of limitations as long as the third party is still able to assert the right against us, especially in the absence of a limitation.

3. The limitation periods of the sales of goods law, including the above extension, apply to all contractual warranty claims in the statutory scope. If we are also entitled to non-contractual claims for damages due to a defect, the regular statute of limitations (Sections 195, 199 of the German Civil Code) applies, unless the application of the limitation periods of the sales of goods law result in a longer limitation period in individual cases.

XIV. Choice of law and jurisdiction

1. If the Vendor is not a consumer within the meaning of Section 13 German Civil Code or Section 17 Brussels Ia Regulation, the law of the Federal Republic of Germany applies exclusively under exclusion of international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

2. If the Vendor is a merchant within the meaning of the Commercial Code, a legal person under public law or a special fund under public law, Stuttgart is the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship. The same applies if the Vendor is an entrepreneur within the meaning of Section 14 of the German Civil Code. In all cases, however, we are also entitled to file a lawsuit at the place of fulfillment of the delivery obligation in accordance with these General Terms and Conditions of Purchase or an overriding individual agreement; or at the general place of jurisdiction of the Vendor. Overriding statutory provisions, in particular on exclusive competencies, remain unaffected by this.

Status: June 2018

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