



General terms and conditions of purchase

TOX-DÜBEL-TECHNIK GMBH & CO. KG

1. Scope

- 1.1 Our terms and conditions of purchase apply exclusively. We do not accept contradictory conditions or suppliers' conditions that differ from ours, unless we had expressly agreed to their scope in writing. Our terms and conditions of purchase also apply if we accept delivery by the supplier without reservations in the knowledge of contradictory terms and conditions or conditions that differ from ours.
- 1.2 All agreements made between us and the supplier for the purpose of executing a contract must be laid down in writing in this contract.
- 1.3 Our terms and conditions of purchase only apply towards companies in accordance with §310, Paragraph 1 BGB.

2. Proposal/quote – proposal/quote documents

- 2.1 We are entitled to cancel our order free of cost, if it has not been confirmed, unchanged, within a week of receipt.
- 2.2 We reserve the right to ownership rights and copyright on diagrams, drawings, calculations, data records and other documents. Third parties cannot have access to these without our express written approval. They must be used exclusively for production based on our order, and must be returned to us voluntarily after the order has been processed. As an alternative, the documents can also be destroyed after discussion with us.
The documents must be kept confidential as far as third parties are concerned. Regulations as per § 9, paragraph (4), apply additionally in this respect.

3. Prices – Payment Conditions

- 3.1 The price indicated in the order is binding. If there is no written agreement that differs, the price includes delivery "free domicile" and packaging. Returning the packaging requires special prior agreement.
- 3.2 The price indicated in the order is a net price. VAT is indicated separately per order for the entire order.
- 3.3 We can only process invoices if they indicate the order number shown there – corresponding to the specifications in our order. Suppliers are responsible for all consequences ensuing thereafter due to non-adherence to this obligation, unless they can prove that they are not responsible for it. Invoices must be forwarded to our purchase department.
- 3.4 Unless otherwise agreed on in writing, we pay the purchase price within 30 days, calculated from the time of delivery and receipt of invoice with 3% discount or within 60 days of receipt of the invoice.
- 3.5 We are legally entitled to offset and retention rights.
- 3.6 Transfer of claims by the supplier towards us is only effective with our written approval.

4. Delivery time

- 4.1 The delivery time indicated in the order is binding.
 - 4.2 Suppliers are obliged to let us know immediately in writing if circumstances occur or if they are made aware of circumstances which do not permit the fixed delivery time to be maintained.
 - 4.3 In case of delays in delivery, we are entitled to ask for flat-rate damages amounting to 2 % of the delivery value per completed week, however not more than 10 %. We reserve the right to further legal claims (withdrawal and compensation for damages instead of the service). Suppliers are entitled to provide evidence that no damage whatsoever or a considerably small amount of damage was caused as a consequence of the delay.
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5. Transfer of risk - documents

- 5.1 Unless otherwise agreed on in writing, delivery must take place free domicile and at the risk of the supplier.
- 5.2 Suppliers must indicate our exact order number on all dispatch papers and delivery notes. If they do not do so, we are not responsible for delays in processing.
- 5.3 Suppliers must inform us in detail and in writing, of any requirements for official approval in the case of re-exporting in accordance with export and customs regulations of the country of origin.

6. Inspection of defects – liability for defects

- 6.1 Suppliers guarantee that all deliveries correspond to the latest technological developments, the relevant regulations and directives placed by authorities and professional associations. If deviations from these regulations are necessary in individual cases, suppliers must obtain our written consent for this purpose. Suppliers' liability for defects is not limited by this approval. If suppliers have doubts about the type of implementation requested by us, they must inform us of this immediately.
- 6.2 We are obliged to check the goods within an appropriate period for any deviations in quality and quantity. The notification of defects is on time if suppliers receive it within a period of 5 working days from the date of receipt of goods or, in the case of hidden defects, from the time they are discovered.
- 6.3 We are entitled to the full legal claims for defects. In all cases we are entitled to demand removal of the defects or delivery of new goods, as we wish, from the suppliers. We expressly reserve the right to compensation for damages, particularly compensation for damages instead of the service.
- 6.4 We are entitled to undertake removal of defects ourselves at the supplier's expense, if there is a risk of delay or if a rush job is necessary. This is also the case if suppliers deliver late and we have to get rid of defects immediately to avoid late delivery ourselves.
- 6.5 The limitation period is determined based on the legal guarantee period for claims on defects to objects, calculated from the time of transfer of risk.

7. Repeated interruptions to services

If suppliers deliver the same types of consignments late again after written reminders or if they are defective, we are entitled to withdraw with immediate effect. Our right to withdraw also includes those supplies or services that suppliers are obliged to render to us in future arising out of this or another contractual relationship.

8. Product liability – Indemnity – Third party insurance coverage

- 8.1 In as far as suppliers are responsible for damages to a product, they are obliged to exempt us from claims for compensation for damages by third parties at the first instance, if the cause arises in their territorial and organisational domain and they are liable themselves when representing their company externally.
- 8.2 Suppliers are also obliged to pay for any expenses in accordance with §§ 683, 670 BGB or §§ 830, 840, 426 BGB within the scope of their liability for damages as per paragraph (1), which arise out of or in connection with a call for return of goods executed by us. We will inform the suppliers about the content and extent of the measures for retuning goods – in as far as this is possible and reasonable – and give them a chance to respond. Other legal claims remain unaffected.
- 8.3 Suppliers are obliged to maintain a third party product liability insurance with coverage for € 10 million per personal injuries/damage to objects, at a flat rate. If we are entitled to further claims for compensation for damages, they remain unaffected by this. The insurance policy must be presented for viewing on request.

9. Trade mark rights/industrial property rights

- 9.1 Suppliers ensure that their delivery does not violate the rights of third parties worldwide.
 - 9.2 If a third party places claims on us in this regard, the suppliers are obliged to exempt us from these claims upon initial written request. We are not entitled to enter into any agreement with
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the third party without the supplier's approval, especially not any kind of compromise agreement.

- 9.3 The supplier's obligation to exempt refers to all expenditure arising out of or in connection with the claim by a third party.
- 9.4 The limitation period is ten years from the date of contract finalisation.

10. Reservation of ownership rights – supply – tools - confidentiality

- 10.1 In as far as we provide parts to suppliers we reserve the right to ownership thereof. Suppliers undertake processing or transformation for us. If the goods owned by us are processed with other objects that do not belong to us, we acquire co-ownership of the new object at a ratio of the value to our object (purchase price plus VAT) and the other objects to be processed at the time.
- 10.2 If the object provided by us is mixed inseparably with other objects that do not belong to us, we acquire co-ownership of the new object at a ratio of the value of the owned object (purchase price plus VAT) to the other mixed objects at the time of mixing. If mixing takes place in a way in which the supplier's object is to be seen as the main object, it counts as agreed that the supplier transfers co-ownership to us proportionately. The supplier maintains sole ownership or co-ownership for us.
- 10.3 We reserve the right to ownership of tools. Suppliers are obliged to use the tools exclusively for manufacturing the goods we have ordered. Suppliers are obliged to insure the tools belonging to us at the new value at their own expense against damage by fire, water and theft. At the same time, suppliers transfer all claims for damages arising out of this insurance to us now. We hereby accept the transfer. Suppliers are obliged to execute any maintenance and inspection work as well as all repair work on our tools on time. They must report any malfunctioning to us immediately. If they refrain from doing so on purpose, claims for compensation for damages remain unaffected.
- 10.4 Suppliers are obliged to keep all diagrams, drawings, calculations, data records and other documents and information strictly confidential. They can only be revealed to third parties with our express approval. The obligation to confidentiality also applies after this contract has been processed. It expires when and if the knowledge contained in the diagrams, drawings, calculations, data records and other documents becomes generally known.
- 10.5 In as far as the guarantees we are entitled to as per paragraph (1) and/or paragraph (2) exceed the purchase price of all goods owned by us and not yet paid, by more than 10%, we are obliged to release the guarantee rights upon request by the supplier, as we wish.

11. Jurisdiction – Place of execution – Other information

- 11.1 The law of the Federal Republic of Germany applies excluding the uniform law on commodities.
 - 11.2 In as far as suppliers are business people, our head office at Krauchenwies-Ablach is the place of jurisdiction. However, we are entitled to sue suppliers at the court of their place of residence as well.
 - 11.3 Unless otherwise stated in the order, our head office in Krauchenwies-Ablach is the place of execution.
 - 11.4 If individual clauses of these general terms and conditions of purchase become fully or partly invalid, the effectiveness of the remaining clauses or the remaining parts of such clauses remains the same.
 - 11.5 The contract language is German. If contract partners use another language apart from German, the German wording takes precedence.
 - 11.6 The TOX Quality Assurance Standard TQN0001 and TOX Logistics Standard TLN0001 apply in addition to these general terms and conditions of purchase.
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