

### § 1 Scope

1. All deliveries, services and offers of our Suppliers and Contractors (hereinafter "Contractor/s" or "Supplier/s") are exclusively based on our General Terms and Conditions. They form an integral part of all agreements which BARTEC (hereinafter "Principal" or "BARTEC") will conclude, if any, with their respective Suppliers relating to deliveries or services offered by them.
2. In particular, BARTEC is only bound by the General Terms and Conditions of the Contractor only insofar as they agree with its conditions or if BARTEC have given their express consent in writing.
3. If skeleton agreements or individual contracts have been concluded between Contractor and Principal they have precedence over such General Purchasing Conditions. Unless more specialized provisions are concerned they will be amended by the General Purchasing Conditions presented here.

### § 2 Orders and Order Confirmations

1. Offers and cost estimates are free for the Principal.
2. BARTEC may revoke an order, unless accepted by Contractor in writing vis-à-vis Principal within 7 working days upon its receipt (Order Confirmation). If Contractor fails to accept such order in due time, BARTEC is not bound by the order.
3. Additions or modifications of the order in the scope of the Order Confirmation will not become elements of the contract unless expressly confirmed in writing by Principal.
4. The acceptance of deliveries or services as well as payments by BARTEC may not be construed as consent as provided in such Purchasing and Ordering Conditions.

### § 3 Delivery

1. Deliveries to BARTEC will be made on the basis of logistical agreements with Contractor. Unless expressly otherwise agreed between BARTEC and Contractor, delivery is made "Delivered Duty Paid" (DDP; Incoterms 2010). Apart from scopes of delivery, binding call-off dates, place and type of delivery, also means and routes of transport as well as packaging are provided for.
2. Delivery by Contractor is deemed contractual only if the agreed or legally required documents including customs documents for the cross-border transport (especially the long-term supplier's declaration i.a.w. EU Regulation 1207/2001 and all documents based on the Customs Code valid at such time) are included completely and correctly or, respectively, if adequately submitted by Supplier.
3. In case of deliveries including installation or assembly and with services performed, the passage of risk coincides with the acceptance; in case of deliveries without installation or assembly it will pass over on arrival at the place of reception indicated by Principal.
4. Unless provided otherwise in a separate logistics agreement the cost for transport and packaging are included in the agreed compensation. With "ex works" (EXW) prices calculated by Contractor the shipping must be effected at the lowest cost unless a certain type of transport has been prescribed by BARTEC. Extra costs caused due to neglected forwarding instructions must be borne by Contractor. If the price is calculated "DDP", Principal may fix the type of transport. Extra costs for an accelerated transport which might be required for keeping a delivery time are at Contractor's expense.
5. One-way packages are taken back by Contractor at his own expense. When returnable packs are used, Contractor must provide them on loan. They are returned at Contractor's risk and cost.
6. Each delivery must be accompanied by the relevant delivery notes or packing lists detailing the contents and the complete ordering identification. Dispatch must be effected giving the same details.
7. When a transport is called off by a forwarder charged by Principal, Contractor will inform the forwarder on the required data of dangerous goods as required by law.
8. Transfer of ownership takes place with delivery or, respectively, acceptance by Principal.

### § 4 Prices and Terms of Payment

1. The price given in the order is binding. Unless otherwise agreed in writing between BARTEC and Contractor, such price includes delivery "Delivered Duty Paid" (DDP; Incoterms 2010) and packaging.
2. All BARTEC ordering identifications and each of the individual item numbers must be unambiguously shown in the invoices by Contractor. The result of incomplete data will be that the relevant invoice will not become due for payment. Duplicates of invoices must be clearly marked as such. The principles of GAAP apply as well as possible causes for returns in case of noncompliance (state as per 06/2016), available under <http://www.bartec.de/suppliers>

3. Unless expressly otherwise agreed, payments will become due within 60 (sixty) days net. Payment within 30 (thirty) days will entitle the Principal to a cash discount of 2 % (two per cent). The deduction of a cash discount by the Principal is allowed even when the Principal is counterbalancing or retains payments in an adequate amount in case of faults.
4. Payments made by BARTEC are not deemed as a recognition of contractual deliveries or services rendered by Contractor.
5. The period of payment commences when the delivery or service has been entirely completed by the Contractor and when the properly issued invoice was received.
6. If an early delivery is accepted the relevant invoice will be due on the maturity date for the originally agreed delivery.
7. Contractor is liable for all consequences resulting from the noncompliance with this obligation, unless he gives evidence that he was not responsible for them.

### § 5 Period of Delivery – Delays, Delivery, and Passage of Risk

1. The period of delivery given in the order is binding. No early deliveries are authorized. If Principal accepts early deliveries he is entitled to charge an adequate storage fee to Contractor.
2. In addition to this, in case of delivery delay Principal is entitled upon prior written notice to claim from Contractor for each commenced week of delay a contract penalty of 0.3 % of the contract value per Calendar day of such delay, with a maximum of 5 % of the respective order value. The penalty will be credited against the consequences of default to be compensated by Contractor.
3. In accordance with the DDP terms of delivery the risk will not pass over to BARTEC prior to delivery to BARTEC. In case of early delivery the risk will not pass over to BARTEC before the delivery time agreed in the order.
4. Unless expressly agreed in writing between Contractor and Principal, deliveries must take place exclusively on working days between 08:00 a.m. and 4:00 p.m., on Fridays between 08:00 a.m. and 12:00 o'clock (noon).
5. Contractor is obliged to sign an insurance covering transport damage. If so required, Contractor must assign his claims against the transport insurance.

### § 6 Warranty

1. Contractor warrants towards BARTEC that his deliveries/services possess the individually guaranteed properties and the contractually agreed quality, that they are fit for the contractually provided use, that their value and usefulness are not impaired and that they correspond to the generally accepted rules of technology as well as the current legal and official provisions.
2. If the delivery/service does not correspond with the preconditions of the above mentioned paragraph 6 (1) or if it is defective in other respects BARTEC may demand - in addition to the legally regulated claims and rights - that the Contractor proceeds immediately and free of charge with the subsequent fulfillment and compensates all expenses occasioned by such subsequent fulfillment. If Contractor is in default with the subsequent fulfillment, BARTEC themselves are entitled to proceed immediately with the rectification of the defect or to have it repaired by a third party. If Contractor has assumed a warranty for the quality or durability of the delivery/service, this does not affect the Principal's right to file claims against such warranty.
3. Contractor asserts it will take care of the necessary intermediary and final controls during production and that components supplied by sub-contractors will be subjected to a thorough receiving inspection. Contractor is responsible for legal liability in case of defective titles in accordance with the legal provisions and is especially responsible for making sure that there will be no infringements of patents or of any other industrial property rights in the agreed country of destination neither by the delivery/service nor by its contractually agreed use. If any claims are asserted against BARTEC by a third party for such reason, Contractor must indemnify BARTEC and hold them free and harmless against all claims (legal and attorney's fees included) upon the first demand to do so, which are necessarily caused for BARTEC from or in context with such recourse by a third party. BARTEC is not entitled to conclude any arrangements with such third party at the cost of Contractor without Contractor's consent.
4. The cases of interruption of the statute of limitations excepted, the limitation of claims and rights in case of faults is also interrupted during the period between the notice of defect and its removal. The statute of limitations will be resumed for completely or partially new delivered, replaced, or repaired deliveries or services.

### § 7 Reservation of Ownership

1. Contractor's reservation of ownership will only apply as far as they refer to the Principal's liability to pay for the respective products, the ownership of which is reserved by Contractor. In particular, enlarged or extended reservations of ownership are inadmissible.

2. Tools, samples, drawings and other auxiliary means which were manufactured by Supplier separately for the execution of orders and are invoiced correspondingly will become BARTEC's property at the time of manufacture. Delivery will be replaced by the fact that the Contractor keeps them free of charge for BARTEC. They may only be used for the execution of orders made by BARTEC and must be handed to BARTEC on request immediately after completion of the agreement or in case of delivery problems immediately and free of charge. Contractor must identify the above mentioned objects clearly as BARTEC property and all third parties who want to assert claims against them must be made aware of BARTEC's ownership rights. Contractor will inform BARTEC immediately of such event. Necessary costs for legal action will be borne by Contractor. Contractor is obliged to provide servicing and maintenance for the above mentioned objects and to remove normal wear and tear. The expenditure required for this will be included in the purchasing price for the objects. If Contractor employs a sub-contractor for executing the orders of BARTEC with respect to the manufacture of implements and samples, Contractor assigns his claims against the sub-contractor with respect to the transfer of ownership of the tools and samples to BARTEC.
3. Designs manufactured and samples developed by Contractor for BARTEC – irrespective of the type – will pass over to BARTEC's ownership with all rights.

### **§ 8 Warranty Claims**

1. In case of defects Principal will have unrestricted access to all legal claims. The statute period of limitation for liability for defects in case of purchasing agreements is 36 months. Any extended contractual or legal periods of limitation remain unaffected by this. In case of subsequent fulfillment such period will be extended by the time during which the supplied object could not be used as provided in the contract. The same periods will apply in case of subsequent fulfillment.
2. Notices of defects are deemed to be made timely by Principal if Principal has communicated them to Contractor within 5 working days since arrival of the goods at the Principal's. Concealed defects are deemed to be reported to Contractor on time if the respective notice is made immediately after discovery of the defect of quality.
3. In case of large deliveries a control of samples will be sufficient for the proper examination by Principal. If the sample control shows that the delivery is defective, the Principal is entitled at his own discretion:
  - to control the complete delivery at the Contractor's expense, or
  - to put forward warranty claims for the entire delivery (replacement delivery, rework, price reduction, withdrawal from the contract, damages due to breach of contractual obligations).
4. Any additional warranty and damage claims by BARTEC – also for consequential damage – remain unaffected by this.

### **§ 9 Protection of Ownership**

Principal reserves right of ownership and his copyrights with respect to the orders, contracts and drawings, illustrations, calculations, descriptions and other documents provided by Principal to Contractor. Without express consent of Principal, Contractor may not allow third party's access to them, nor may they be disclosed, used or allowed to be used or copied by third parties. Excluded from this are copies which are indispensable for the execution of the order.

All documents must be returned to BARTEC immediately upon their first simple request to do so or upon termination of the business relationship.

### **§ 10 Producer Liability**

1. Contractor indemnifies BARTEC of all producer liability claims which are the result of a defect in the product/product component delivered by it. Under similar conditions Contractor will also be liable for damage which Principal suffers as a result of precautions of adequate type and scope against any implementation of producer liability, for instance by means of public alerts, call-in actions etc.. The Principal's right of asserting his own damages against Contractor remains unaffected by this.
2. Contractor is obligated to keep an extended producer liability insurance with an amount insured of at least 2 million € at his own cost, all-inclusive, for personal injuries and property damage. The insurance coverage must also extend to damage arising abroad. The extent of such extended producer liability insurance must include the coverage types of the extended insurance protection in accordance with the Model Conditions of the Gesamtverband der Deutschen Versicherungswirtschaft (GDV/German Insurance Association). Such insurance must be maintained for the period of the contract term and must take in consideration all statute periods of limitation resulting from the terms of the agreements between Contractor and BARTEC. Unless evidence of such insurance and of the payment of premiums is given within seven calendar days following a relevant request, Principal is entitled to withdraw from all not yet fulfilled contracts with respect to the portion not yet fulfilled.

### **§ 11 Liability for Damage to the Environment**

1. Contractor is liable for all damages caused to Principal or third parties, because Contractor or its employees/assistants disregard the provisions of the immission protection act (Immissionsschutzgesetz) or the pertinent regulations or other laws and provisions with respect to environmental protection.
2. The Principal is indemnified against all claims by third parties that may be directed against Principal in case of such infringement.

### **§ 12 Provision of Materials**

1. Contractor undertakes to use all aggregate, partial or advanced payments made by BARTEC or all supplies (provisions of material) exclusively for performing the relating orders. Contractor shall store and keep the provisions of materials separately and identify the BARTEC property physically on such provisions of material as well as in his business records. The parties agree that goods manufactured due to the BARTEC orders and for which BARTEC has paid an advance payment or has performed a provision of materials will pass over into BARTEC's ownership.
2. The delivery of ownership is replaced by the fact that Contractor keeps the goods with the care of a diligent merchant and free of charge for BARTEC. To this end Contractor must keep the manufactured goods separated from other stock and identify the BARTEC property physically on such provisions of material as well as in his business records. Contractor shall confirm this to BARTEC in writing.
3. In addition to this, BARTEC is entitled at any time to satisfy themselves of the existence of such separate storage and of the proper identification of the goods or, respectively the provision of the material on site. Contractor will in no case acquire the ownership of the materials so provided by BARTEC as a result of their integration into a new product. A further processing, if any, is effected by Contractor for BARTEC. Should the Contractor acquire a co-ownership due to connection or combining the materials, he shall assign his co-ownership portion to BARTEC.
4. The delivery of ownership is replaced by the fact that Contractor keeps the object with the care of a diligent merchant and free of charge for BARTEC.
5. Contractor shall inform BARTEC immediately on each access of third parties to the goods belonging to BARTEC and shall support BARTEC in any way with such intervention, the cost of which are at his expense. The duty to disclose persists also when insolvency or bankruptcy procedures are filed. In any case, there is no right of retention.
6. If the materials provided by BARTEC are inseparably mingled with other objects, not belonging to BARTEC, then BARTEC acquires the co-ownership in the new object proportionally to the value of the reserved goods (purchasing price plus value added tax) and the other, mingled objects at the time of their mingling. If such mingling is effected in a way that the object of the Contractor is deemed the main object it is agreed, that the Contractor transfers the co-ownership proportionally to BARTEC. The Contractor maintains the exclusive ownership or the co-ownership for BARTEC.

### **§ 13 Secrecy**

1. Contractor is obligated to keep strictly confidential towards third parties all corporate business, the knowledge of which was a result of executing the order and all and every result achieved by his work, in particular all data, prescriptions, samples, drawings and designs.
2. Such secrecy obligation will survive the term of such agreement; it will end when the processing knowledge contained in the illustrations, drawings, calculations, and other documents of BARTEC has entered the public domain.
3. On printed matter, drafts etc. the name of the Contractor or manufacturer or his company logo/brand may only be shown with the express written consent of BARTEC. Such consent applies only to the particular case for which it was granted.
4. Using the BARTEC orders for advertising purposes, also by means of reference, for instance on websites or in presentations, is not permitted, unless a prior permission has been granted in writing.

### **§ 14 Place of Performance, Legal Venue, Applicable Law**

1. Place of performance for all contracts is the BARTEC company which has placed the order with the Contractor or, respectively, the receiving unit quoted in the order.
2. Exclusive legal venue for both contracting parties will be, at the sole discretion of Principal, at the Principal's headquarters or one of its branches.
3. The contracts so concluded between Principal and Contractor are governed exclusively by the law of the Federal Republic of Germany under exclusion of the referral standards of Conflicting Laws. The Convention of the United Nations on contracts concerning international trade (CISG) will not be applied.