

§1° Scope of these General Terms and Conditions of Purchase

- (1) These General Terms and Conditions of Purchase apply to all supplies of products, work and services (hereinafter “**DELIVERY ITEM**” or “**DELIVERY ITEMS**”) which a seller, work contractor or service provider (hereinafter “**SUPPLIER**”) provides to *teamtechnik Maschinen und Anlagen GmbH, Die Fertigung GmbH* or *teamtechnik Automation GmbH*, as well as to other affiliated companies of *teamtechnik Maschinen und Anlagen GmbH*, insofar as these companies include these General Terms and Conditions of Purchase in their orders or order confirmations (hereinafter collectively “**CUSTOMER**”). They only apply if the **SUPPLIER** also is an entrepreneur in the sense of section (§) 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- (2) These General Terms and Conditions of Purchase apply exclusively. General terms and conditions of the **SUPPLIER** do not apply, even if they have not been expressly objected to or if the **DELIVERY ITEM** has been unreservedly accepted in knowledge of these conditions. Side agreements to these General Terms and Conditions of Purchase do not exist. Modifications and supplements require written form.
- (3) Unless otherwise regulated in these General Terms and Conditions of Purchase, the regulations of the applicable law as defined in §12°(2) below apply.

§2° Orders, order confirmations, conclusion of contracts

Orders and order confirmations of the **CUSTOMER** are only binding if made in writing. This also applies to any modification or supplements to the agreements made, as well as for side agreements. A waiver of the written form requirement must also be in writing to be effective.

§3° Deliveries, deadlines, penalties

- (1) Unless otherwise stated in the respective order or call order, the **SUPPLIER** delivers “DDP” (delivery duty paid) as defined in INCOTERMS® 2010 to the agreed application site or designated shipping address. The risk of accidental loss or accidental deterioration shall pass to the **CUSTOMER** upon handover of the item.
- (2) Delivery dates refer to the receipt of the **DELIVERY ITEM** at the delivery address indicated in the order. Delivery times start from the date of conclusion of the respective contract.
- (3) The **CUSTOMER** is not obligated to accept delivery before the delivery date.
- (4) If the **SUPPLIER** recognizes, that - for whatever reason - delays of delivery or performance are to be expected, **SUPPLIER** must give notice of this to the **CUSTOMER** without undue delay.
- (5) In any event of culpable exceedance of the delivery date the **SUPPLIER** is obligated to pay a contractual penalty to the **CUSTOMER**. For each commenced week of exceedance of the delivery date a contractual penalty of 0.5% of the net order volume arises, in total up to a maximum of 5% of the order volume. The contractual penalty is calculated against any additional statutory claims for damages, the applicability of which remains unaffected. The **CUSTOMER** is entitled to claim the contractual penalty until the **SUPPLIER**'s bill has been paid, even if the **CUSTOMER** did not reserve this right upon acceptance of performance.
- (6) The **CUSTOMER** shall immediately give notice of any recognizable, obvious defect of the **DELIVERY ITEM** to the **SUPPLIER** as soon as detected in the ordinary course of its business, but no later than ten business days upon receipt of the **DELIVERY ITEM**. Claims for defects which become apparent at a later time (e.g. at initial operation or first-time use of the **DELIVERY ITEM**),

can only be made within 10 business days upon discovery of the respective defect.

§4° Handed over materials

- (1) The tools, forms, samples, models, and plans handed over to the **SUPPLIER** for the creation of parts remain the **CUSTOMER**'s property. Same as with items manufactured with these items, these items may neither be handed over to third parties nor be used for purposes other than specified in the contract without written permission of the **CUSTOMER**.
- (2) Subject to other rights, the **CUSTOMER** may request the immediate handover.
- (3) The **SUPPLIER** must replace lost or damaged tools, forms, samples, models and plans. This also applies if he is not responsible for the loss or damage, unless the **CUSTOMER** is responsible for the loss or damage.

§5° Prices and terms of payment

- (1) The prices shown in the order are exclusive of the applicable value added tax.
- (2) Payments shall be made net within 30 days. The payment term starts as soon as the delivery or performance has been rendered in full and the properly issued bill has been received.
- (3) Payments do not imply a waiver of contractual or statutory rights of the **CUSTOMER**, e.g. the subsequent assertion of warranty claims and damage claims.

§6° Acceptance

- (1) If an acceptance is to be performed according to section (§) 640 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), then the **CUSTOMER** is entitled but not obligated to partial acceptance.
- (2) Labor disputes, disruptions, as well as other cases of force majeure release the **CUSTOMER** from the obligation to acceptance until the obstacle ceases. If these obstacles last more than three months, each party is entitled to withdraw from the contract.

§7° Right of set-off or retention, non-assignment

- (1) The **SUPPLIER** is only entitled to set-off and to assert a right of retention if the counterclaims are undisputed or have been finally determined by declaratory judgment.
- (2) Apart from cases in which §354^a of the German Commercial Code (Bürgerliches Gesetzbuch, BGB) applies, the **SUPPLIER** is not entitled to assign his claims against the **CUSTOMER** or let the claim be collected by a third party. In case the **SUPPLIER** nonetheless assigns his claim to a third party or lets the claim be collected by a third party, the **CUSTOMER** is – at his choice – entitled to perform either to the **SUPPLIER** or the third party with discharging effect.

§8° Warranty

- (1) The **SUPPLIER** warrants that the **DELIVERY ITEMS** are not defective. In particular, a **DELIVERY ITEM** is considered defective if the **DELIVERY ITEM** at the time of the passing of risk does not comply with the agreed characteristics (e.g. specifications) or with the contractual or the ordinary purpose, or if the **DELIVERY ITEM** does not comply with the generally accepted technical standards or the applicable legal or official regulations, in particular licensing regulations, occupational health and safety regulations and accident prevention regulations. As far as CE, DIN, ISO, VDE, VDI, DVGW standards or equivalent standards apply to the **DELIVERY ITEM**, the **DELIVERY ITEM** must meet these standards at the passing of the risk.
- (2) Rectifications are to be made at the expense of the **SUPPLIER** and at the location of the **DELIVERY ITEM**,

even if the DELIVERY ITEM has been resold by the CUSTOMER.

- (3) If the SUPPLIER does not fulfill his obligation to supplementary performance within an appropriate grace period set by the CUSTOMER, the CUSTOMER is entitled to remedy the defects and demand a compensation for necessary expenses.
- (4) The statutory warranty period apply. For the duration of the supplementary performance (rectifications or subsequent delivery), the limitation period for warranty claims is suspended under the following conditions. For redelivered parts of the DELIVERY ITEM the warranty period begins with the completion of the redelivery, and for repaired parts of the DELIVERY ITEM the warranty begins with the completion of the rectification; this does not apply if the SUPPLIER renders supplementary performance for other reasons than to remedy a defect and if this apparent to the CUSTOMER.

§9°Indemnification against third party claims, insurance

- (1) The SUPPLIER indemnifies the CUSTOMER against all third party claims the cause of which lies in the SUPPLIER's sphere of responsibility; this particularly applies to claims against the CUSTOMER due to violation of the body, life or property (e.g. due to product defects of the DELIVERY ITEM as defined in the German Product Liability Law) or due to infringement of a third party's intellectual property. The indemnification comprises responsibilities towards third parties as well as all costs and expenses the CUSTOMER incurs due to the claim (including court and legal costs). The indemnification claim arises at the time when the third party claim is filed and is subject to the legal limitation periods. The limitation period begins at the end of the year in which the third party claim is asserted.
- (2) The SUPPLIER is obligated to maintain an extended operating and product liability insurance (with machinery clause if necessary for the respective DELIVERY ITEM) with a reasonable amount of coverage including full coverage according to the so-called product liability model, meaning in particular including the costs of removal and installation. The SUPPLIER shall provide evidence of such insurance to the CUSTOMER upon request by presenting an insurance certificate and shall give immediate notice of any termination or change of coverage of the insurance contract.

§10°Documents, assembly instructions

- (1) The SUPPLIER is obligated to present the documents required for the evaluation of conformity without delay upon request.
- (2) If an incomplete machine (as defined by the EC Machinery Directive) is supplied, the assembly instructions provided with it must describe all interfaces with the complete system, indicating the safety functions to be used and the respective performance levels required (PLr).

§11°Environmental compatibility

- (1) The CUSTOMER aims to fabricate his products considering the necessary technical and economic provisions in accordance with ecological criteria and to reduce negative impact on humans and the environment at the best possible.
- (2) Pursuing this goal the SUPPLIER commits to preferably use environmental friendly products and procedures for his DELIVERY ITEMS, as well as for supplies and services sourced from third parties. The SUPPLIER particularly commits to effectively use the necessary resources (e.g. materials, energy and water) and to minimize environmental impacts with a view to waste, sewage, air and noise pollution according to the state of the art. This applies to the whole production, usage and

recycling phase and also includes logistics efforts as well as possible recycling measures. Compliance with the applicable law is only a minimum requirement.

- (3) The SUPPLIER commits to use packaging only to necessary extent and to only use environmental friendly packaging material.
- (4) The SUPPLIER is obligated to ensure that his sub-contractors will also comply with the herein agreed provisions, by making appropriate contractual arrangements with them.
- (5) The SUPPLIER takes responsibility for the environmental compatibility of the DELIVERY ITEMS.

§12°Place of performance and place of jurisdiction

- (1) The place of performance is the location where the DELIVERY ITEM is to be delivered as per the contract, or the main headquarters of the CUSTOMER if a place of performance has not been agreed upon. Place of jurisdiction is Ludwigsburg, Germany. However, the CUSTOMER is entitled to make claims against the SUPPLIER at the SUPPLIER's place of business.
- (2) All legal relationships under these General Terms and Conditions of Purchase are subject exclusively to German law shall be construed exclusively in accordance with and governed by the law of the Federal Republic of Germany. The UN Convention on the International Sale of Goods does not apply.