

The following conditions only apply to persons, who act in the exercise of their commercial or independent professional capacity (entrepreneurs) when entering into the agreement and to legal persons or special assets under public law.

### **1. General**

These General Terms and Conditions of Purchase (hereinafter referred to as “Ts&Cs”) exclusively apply to all orders placed by Vötsch. Vötsch, hereby, expressly objects to the applicability of conflicting, deviating or supplementing terms and conditions of sale or delivery. Individual arrangements agreed with the Supplier in the individual case (including side agreements, supplements and amendments) take priority over these Ts&Cs in any case. Subject to proof to the contrary, a written agreement between Vötsch and the Supplier or a written confirmation by Vötsch to the Supplier is decisive for the content of such individual arrangements.

### **2. Orders and Order Confirmations**

Only orders placed in writing are binding. Orders or agreements placed or agreed orally or by telephone require written confirmation by Vötsch to be effective.

The Supplier must promptly confirm each order indicating price and delivery period. Vötsch may revoke any placed order, if the Supplier does not accept the order within a period of two (2) weeks from the order’s receipt.

### **3. Delivery Period and Dates**

The delivery period provided by Vötsch on the order is binding. If a delivery period is not provided on the order and a delivery period is not agreed otherwise, the delivery period is 2 weeks from the conclusion of the agreement. The Supplier is obligated to notify Vötsch in writing without undue delay, if the Supplier is probably not in a position - for whatever reasons - to meet agreed delivery dates. Default occurs without a reminder being required. Unless another ship-to address is provided, receipt of goods at Vötsch is decisive for meeting delivery dates or periods. If delivery to the delivery address (“frei Werk”) is not agreed, the Supplier is obligated to make ordered goods available for pick-up by Vötsch in a timely manner, giving customary loading time.

If the agreed delivery date is not met for circumstances the Supplier is responsible for, Vötsch may, at its option and notwithstanding more extensive statutory provisions, after the expiry of a reasonable grace period withdraw from the agreement, procure replacement delivery from a third party and/or demand damages for non-performance. Vötsch has a right to claim compensation from the Supplier for all additional costs Vötsch incurs due to delayed deliveries or services for which the Supplier is responsible. Acceptance of a delayed delivery or service does not represent a waiver to claims for damages.

If the agreed delivery period or date is not met, Vötsch has, in addition, a claim to the payment of a contractual penalty of 0.2% of the order total for each working day, at maximum, however, 5% of the net-order total. Vötsch has the right to assert a contractual penalty in addition to performance.

If Vötsch does not assert its right to demand payment of a contractual penalty on acceptance, Vötsch may still assert such penalty on or before payment. Assertion of a damage exceeding the contractual penalty is not excluded. Vötsch reserves the right to furnish proof of a greater damage. The Supplier has the right to furnish proof that Vötsch did not suffer any damage or only a significantly smaller damage.

If the Supplier anticipates difficulties in production or supply of primary materials and circumstances beyond the Supplier's sphere of control arise that will presumably prevent timely delivery in the agreed quality by the Supplier, the Supplier must promptly notify the ordering department of Vötsch.

The number of units, weights and dimensions Vötsch determines at its goods receipt inspection are decisive, unless the Supplier proves otherwise.

Over or short deliveries, as well as partial or advance deliveries require the consent of Vötsch.

Goods are shipped at Supplier's risk.

Deliveries are carriage paid / postpaid. Packaging costs are borne by the Supplier. Vötsch will cover transportation insurance.

The Vötsch direction that Vötsch is an "SLVS Verbotskunde" [Definition Verbotskunde: the freight forwarding company is not authorized to take out a transportation insurance policy in the name of Vötsch] must be complied with in any case.

#### **4. Passing of the Risk**

The Supplier bears the risk of damage to and perishing of the thing up to the point Vötsch or the agent of Vötsch accepts the goods at the delivery location in accordance with the agreement.

If a delivery includes installation by the Supplier at Vötsch premises or at a third-party location and/or acceptance is required by agreement or by law, the risk only passes to Vötsch on acceptance.

Vötsch is entitled to the statutory offsetting and withholding rights, as well as to the defense of non-performance of contract. Vötsch is authorized to retain payments when due, as long as Vötsch has any claims against the Supplier arising from incomplete or defective deliveries or services. The Supplier may only exercise a right to offset or a right of retention in the case of uncontested counterclaims or counterclaims recognized by declaratory judgment.

#### **5. Prices / Setoff**

Unless agreed otherwise in writing, agreed prices apply as fixed prices up to the delivery date.

In the case of defective delivery or service, Vötsch has the right to withhold its payment in full, unless the principle of good faith provides otherwise.

#### **6. Insolvency of the Supplier**

In the case of the Supplier's insolvency, Vötsch has the right to withhold a reasonable security, at a minimum, however, 10% of the agreed price, up to the expiry of the limitation period for warranty claims.

In the case of the Supplier's insolvency, the Supplier assigns to Vötsch its warranty claims against its upstream suppliers. In the case of the Supplier's insolvency, Vötsch has the right to disclose this assignment.

In addition, Vötsch has the right to withdraw from orders for deliveries that are not fulfilled at that point in time.

### **7. Invoicing and Payment**

The Supplier is to submit invoices in duplicates.

Payment is effected after complete delivery of goods or complete provision of services, acceptance and receipt of proper, auditable invoice indicating order number, supplier number, part number, number of units and individual price.

If Vötsch pays an invoice within fourteen (14) days from the due date, a cash discount of 3% is considered to be agreed with the Supplier.

Otherwise, invoices are paid net cash within sixty (60) days after receipt of invoice and complete delivery.

Payments do not represent an acknowledgment by Vötsch that the delivery of goods or the provision of services is in compliance with the agreement.

### **8. Warranty, Notice of Defects, Duty to inspect and Duty to give Notice of Defects**

The technical specifications and the performance data specified by the Supplier are considered to be a guarantee as to their quality.

In the case of defects regarding assured specifications, values or thresholds for the operation of a system, specifications of Vötsch or information contained in the Supplier's catalogue, Vötsch may at its option withdraw from the agreement, reduce the purchase price, demand new delivery, subsequent performance at the installation site or damages for non-performance of contract.

Other additional claims to damages remain unaffected.

In the case of a defect, the Supplier also bears the expenses for inspection and identification of the defect, irrespective of Vötsch other and additional claims.

Vötsch may remedy defects at the expense of the Supplier without prior notice to the Supplier, if a special interest on the part of Vötsch justifies immediate remedy of defects or if there is a concern that the remedy of the defect by the Supplier would cause higher costs than the remedy of the defect by Vötsch or that the remedy of the defect by the Supplier would result in delays, which would render it more difficult for Vötsch to meet its obligations vis-à-vis its contractual partners.

If delivery of goods is not in compliance with the agreement, Vötsch may return these goods at the expense and risk of the Supplier.

The statutory provisions (Sections 377, 381 German Commercial Code [HGB]) apply as follows to the commercial duty to inspect and to give notice of defects: Vötsch duty to inspect is limited to defects, which are apparent by visual inspection, including shipping documents (e.g. transport damages, shipping errors and short-delivery) or within the scope of Vötsch quality control by way of random sample tests. The duty to inspect does not apply, if acceptance of the delivered goods is agreed. Otherwise, the extent to which an inspection is feasible and possible must be taken into account according to the proper course of business and under consideration of the individual circumstances.

Vötsch duty to give notice of defects that are discovered at a later point in time remains unaffected. Notwithstanding Vötsch duty to inspect, a notification of a defect (notice of defects) is considered to be given timely and without undue delay in any case, if the notification of a defect is sent within eight (8) working days from the discovery of a defect or in the case of apparent defects within eight (8) working days from delivery.

Vötsch is entitled without any limitation to the statutory rights of recourse within the supply chain (recourse against suppliers according to Sections 478, 479 German Civil Code [BGB]) in addition to the claims for defects. Vötsch may, in particular, request that the Supplier executes exactly the kind of subsequent performance (rectification of defects or substitute delivery), Vötsch is obligated to provide for its customer in the individual case. The above provision does not prejudice Vötsch options under the law (Section 439 Para 1 German Civil Code [BGB]).

Mutual claims of the parties to this agreement become time-barred according to the statutory provisions, unless provided otherwise below. In derogation from Section 438 Para 1 No. 3 German Civil Code [BGB], the general limitation period for claims arising from defects is three (3) years from the passing of risk. If acceptance is agreed, statute of limitations begins to run from acceptance. The limitation period of three (3) years also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third party rights in rem to the return of property (Section 438 Para 1 No. 1 German Civil Code [BGB]) remains unaffected; furthermore, claims arising from defects of title do not become time-barred in any case, as long as the third party is in a position to enforce such right against Vötsch - in particular, if such claim is not time-barred

The limitation periods under the German law on sales, including the above extension, apply - according to the law - to all contractual claims for defects. The general statutory limitation periods (Sections 195, 199 German Civil Code [BGB]) apply to Vötsch non-contractual damage claims, unless the application of the limitation periods under the German law on sales provides for a longer limitation period.

#### **9. Liability of the Supplier**

Vötsch has a claim to the compensation of all damages or losses caused by the Supplier in connection with a delivery. This applies in particular to the futile expenditure of materials and wages as a result of hidden defects, as well as increased cost to meet own delivery dates and other consequential damages arising from defects. This obligation to provide compensation does not apply, if the Supplier furnishes proof that the Supplier is not at fault, unless the Supplier is subject to strict liability based on statutory provisions.

If due to a defect that affects a whole product series, the exchange of a whole series of goods delivered under this agreement or of Vötsch products into which goods delivered under this agreement have been integrated is required, e.g. because in the individual case a defect analysis is not economically feasible, not possible or not reasonable, the Supplier will also compensate for the costs that arise regarding the portion of the series that is free from technical defects.

If a defect originating from the Supplier's sphere of service causes a product liability on the part of Vötsch, the Supplier will indemnify Vötsch from and against any product liability. The Supplier is obligated to bear all costs arising from such product liability, including any costs and expenses arising from product recalls.

The Supplier is also liable for damages caused by missing or insufficient safety measures.

If the Supplier is permitted to use, process or work on plants or components of plants, this does not affect the Supplier's liability, if the Supplier damages a plant or a component of a plant.

#### **10. Force Majeure**

Labor disputes, except, however, for labor disputes that are limited to the supplier's company, civil unrest, fire, flood, terrorism, official measures and other unforeseeable, inevitable and grave events release the contractual parties from their contractual obligations for the duration of such disturbance and to the extent of its effects.

The parties undertake to promptly exchange required information to the extent reasonable and to adjust their obligations in good faith to the changed facts and circumstances.

If a force majeure event does not cease within a period of three (3) months, the other party may terminate this agreement with immediate effect. Additional claims do not exist.

#### **11. Environment, Energy, Safety, Health**

Within the scope of the Supplier's deliveries, the Supplier complies with the applicable statutory provisions of the European Union and the Federal Republic of Germany, such as e.g. the REACH Regulation (Regulation EC No. 1907/2006), the German Waste Electrical and Electronic Equipment Act (ElektroG) as the national implementation of the EC Directive 2002/95/EC (RoHS) and the Directive 2002/96/EC (WEEE) and the German End-of-Life Vehicles Act as the national implementation of the EC Directive 2000/52/EC.

The Supplier will inform Vötsch without undue delay on relevant modifications to the goods caused by statutory regulations, in particular the REACH Regulation, their availability for delivery, usability or quality and the Supplier will coordinate with Vötsch suitable measures in the individual case. The same applies as soon as and to the extent the Supplier becomes aware that such changes will materialize.

The VDA 232-101 list of the German car manufacturers lists prohibited, unwanted and declarable substances. The Supplier is obligated to observe the requirements contained in this list and to independently comply with these requirements.

Where required, the CE mark must be clearly visible affixed and the operating instructions, declaration of conformity, as well as the risk rating must be included with the delivery. In the case of partly completed machinery, the technical documents for partly completed machinery, including assembly instructions and declaration of incorporation, must be included with the delivery.

On reasonable advance notice by Vötsch or by customers of Vötsch, the Supplier agrees to the performance of an environmental audit.

The Supplier will endeavor to implement a certified environmental management system that encompasses all areas of its operation.

### **12. Provided Material, Tooling, Drawings and similar**

Provided material and tooling, as well as drawings, designs, samples, tools, gauges etc. remain the property of Vötsch. If the Supplier is responsible, the Supplier is liable for destruction, loss, deterioration or damages.

Materials, tooling, drawings, designs, samples, tools etc. provided by Vötsch, may not be passed on to third parties, sold, pledged or used otherwise without the approval of Vötsch. Products that are manufactured using these materials, tooling, drawings, designs, samples or tools may only be delivered to Vötsch.

Materials, tooling, drawings, designs, samples or tools etc. that are the property of Vötsch may in particular not be used as sample for the production for third parties.

The same applies to tooling and tools, whose manufacturing costs are borne, in whole or in part, by Vötsch according to an agreement.

Tooling and tools become the property of Vötsch, if Vötsch assumed all of the manufacturing costs. The Supplier will keep objects with due care that are not yet delivered to Vötsch.

If Vötsch paid a portion of the manufacturing costs, Vötsch will acquire ownership according to such paid portion, unless Vötsch pays the difference between the portion of the manufacturing costs and the full manufacturing costs.

### **13. Minimum Wage**

Vötsch may be liable under Section 13 German Minimum Wage Act [MiLoG] in conjunction with Section 14 German Posting of Workers Act (AEntG), if and to the extent the Supplier or its contractors or sub-contractors do not or not fully pay the minimum wage. For this reason, the Supplier guarantees that the Supplier and its contractors or sub-contractors timely pay in the full amount at a minimum the minimum wage to its / their employees in accordance with Section 1 German Minimum Wage Act [MiLoG]. The Supplier is obligated to indemnify, hold harmless and compensate Vötsch for any losses, if employees of the Supplier or its contractors or sub-contractors enforce claims against Vötsch. Section 774 German Civil Code [BGB] remains unaffected.

#### **14. References**

The Supplier may only refer to the business relationship with Vötsch in its advertising, if Vötsch provided its prior express consent.

#### **15. Severability**

Should a provision in these general terms and conditions of purchase or within the scope of other agreements be or become ineffective, this does not affect the effectiveness of all other provisions or agreements.

#### **16. Governing Law, Place of Performance and Place of Jurisdiction**

The laws of the Federal Republic of Germany apply under exclusion of all international treaties on the sale and purchase of goods.

Place of performance for all deliveries and services is the shipment address provided by Vötsch. If a shipment address is missing and a shipment address can also not be identified based on the circumstances, the place of performance is the Vötsch goods receipt.

Place of performance for all payments is the place of business of Vötsch and each location where Vötsch maintains a bank account with a bank.

Place of jurisdiction is Gießen, Germany. Vötsch may, however, file legal action against the Supplier at the Supplier's place of business.