§ 1 Scope of application

1. Our purchasing conditions apply exclusively and to all current and future business relationships with the supplier or contractual partner (hereinafter "supplier").

2. We do not accept purchase conditions that are contrary to these at hand, deviating from them and also additional conditions of the contractual partner, unless their validity is expressly agreed in writing. (Counter-) confirmations of the customer with reference to his terms and conditions are hereby contradicted.

3. Our purchasing conditions also apply if we accept his order confirmations or deliveries or contractual services without reservation in knowledge of deviating terms and conditions of the contractual partner. Due to the uncontroversial execution of the order by the contractual partner, the latter agrees to the present purchasing conditions.

4. Our purchasing conditions apply only to entrepreneurs within the meaning of § 310 section 1 German Civil Code.

§ 2 Conclusion of contract

1. Quotations from the supplier on our request must correspond to the request or must contain clearly expressed indications of deviations. Quotations are free of charge for us.

2. Delivery contracts (order and acceptance) and delivery schedules as well as amendments and additions to them require at least the text form. The same applies to the declaration that the order will be rejected.

3. The supplier is obliged to declare the acceptance or rejection of our order, stating order number and date of our order letter immediately in accordance with the form specified in § 2 no. 2. If the supplier does not accept the order within 5 working days since receipt, we are entitled to revoke the order. We are also entitled to revoke the order if the supplier delivers the goods despite the lack of acceptance.

4. Within the frame of what is reasonable for the contractual partner, we may demand changes to the delivery item in design and execution. The effects, in particular with regard to the additional and/ or reduced costs as well as the delivery dates, must be taken into account appropriately and, if necessary, regulated by mutual agreement.

5. Delivery notes, shipping notes, bills of lading, invoices – all in duplicate – as well as all correspondence concerning the supplier's services must bear the identification given in the order, in particular the order number and date, Kobold part number and the ordering employee, as far as specified in the order.

§ 2a Special features for call-off framework orders

1. If the parties agree on a call-off framework order by setting a delivery date for a first order and an expected end date with the supplier, the supplier shall keep the products in question available weekly and deliver them to us on order in the amount of at least one retrieval quantity, which is based on the first order.

2. Upon reaching the final quantity, the supplier will tell us how many of the corresponding products he has in stock.

§ 3 Prices and terms of payment

1. The prices shown in the order are binding and are in each case plus the statutory value added tax. They contain all ancillary services of the supplier, in particular packaging, customs, insurance and delivery free of our house or the agreed delivery point, unless expressly agreed in writing otherwise. In the absence of other express agreements, prices are thus understood as fixed prices. Price escalation clauses are not accepted by us as long as they are not negotiated. Additional costs must be shown separately in the invoices.

2. The agreed price is due within 30 calendar days from complete delivery and service (including any agreed acceptance) and receipt of a proper invoice for payment.

3. The supplier is only entitled to offset or withhold payment if his counterclaims are undisputed or legally established. A right of retention of the supplier is limited to claims from the respective, specific contract.

4. The contractual partner is not entitled without our prior written consent, which may not be unreasonably refused, to assign his claims against us or to have them collected by third parties. In the event of an extended retention of title, the consent shall be deemed to have been granted. Otherwise, § 354a of the German Commercial Code remains unaffected.

§ 4 Deliveries, delivery times and transfer of risk

1. The delivery takes place within Germany "free of charge" to the place indicated in the order. If the destination is not specified and nothing else is agreed, the delivery must be made to our headquarters in Hofheim. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to provide).

2. Deliveries and services must be carried out in person or from own production. Partial deliveries or services, additional or reduced quantities of more than 10 per hundred as well as the involvement of subcontractors is inadmissible without our consent. They must always be clearly marked as such.

3. The delivery time indicated in the order is calculated from the day of order and is binding. It is fulfilled with delivery of the goods to us or a delivery point specified by us, in the case of work services

with the day of acceptance. If the supplier recognizes that he will not be able to meet a promised delivery date, he must inform us immediately, stating the reasons.

4. If the supplier is in default, the supplier will reimburse us for the additional expenses/damage incurred by a delay even if the delivery is accepted without reservation in the amount of 0.5% of the delivery value of the delayed goods for each week started, at most 5%, if we do not prove a higher effort or damage or if the supplier proves a lower effort or damage. This amount must be shown in the invoice and deducted, otherwise we are entitled to offset. Further legal claims remain unaffected. In the calculation of the lost profit, the gross profit is decisive.

5. If the seller does not provide his service or does not provide it within the agreed delivery time, our rights – in particular to withdrawal and damages' compensation – are determined by the legal regulations. The regulations in clause 4 remain unaffected. In this case, the compensation for each day amounts to 0.2 of the hundred of the contract amounts, but in total not more than 20 of the hundred of the contractually agreed remuneration, in the case of services billed according to expenses 20 of the hundred of the services not yet provided, unless we do not prove a higher damage or the supplier proves a lower damage.

6. If a delivery/performance date has been agreed, we are not obliged to accept it beforehand. The risk passes regardless of the shipping method, unless we carry out the transport ourselves, with acceptance of the goods by us at our place of business or at the agreed delivery point there. As long as we are prevented from accepting it by force majeure or internal or external industrial disputes, the risk cannot be passed over. In this case, we will inform the supplier immediately.

7. For the occurrence of our delay in acceptance, the statutory provisions apply. However, the seller must also expressly offer us his service if a certain or determinable calendar time has been agreed for an action or cooperation on our part (e. g. provision of material). If we are in default of acceptance, the seller can demand compensation for his additional expenses according to the statutory provisions (§ 304 German Civil Code). If the contract concerns an indefensible item to be produced by the seller (one-off production), the seller is only entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

§ 5 Shipping, packaging and insurance

1. Our shipping specifications apply. If these are missing, the supplier has to choose the most favorable mode of transport and transit time for us. Larger shipments must be notified in good time.

2. For each shipment of goods, the supplier sends us a shipping message in duplicate as a delivery announcement to the order address. All shipping documents and documents related to the delivery must contain, in addition to the article name, our material and order number, the order date, the quantities, as well as the type of packaging. In the case of delivery of several articles or pieces in a shipping box, it must show a precise indication of the content and number of pieces. Delivery notes must be clearly visible on the outside of the packaging or on the inside with a clear indication of it.

Goods which are not originating goods in the sense of customs law must be expressly inscribed on the delivery note and the invoice.

3. The goods are delivered packed in a transport-safe manner. The supplier may only use packaging materials which comply with Directive 94/62/EC on packaging and packaging waste which can be reused or disposed of without any problems. If the supplier requests the return of packaging materials, this must be clearly stated on the delivery documents.

§ 6 Retention of title

1. The transfer of the goods to us must necessarily take place without regard to the payment of the price. However, if we accept in individual cases an offer of transfer of ownership caused by the purchase price payment of the seller, the seller's retention of title expires at the latest with purchase price payment for the delivered goods. In the proper course of business, we remain authorized to resell the goods in advance of the resulting claim even before payment of the purchase price (alternatively, validity of the simple retention of title extended to the resale). Thus, in any case, all other forms of retention of title are excluded, in particular the extended, the forwarded and the to further processing extended retention of title.

2. If we provide the supplier with items, we reserve ownership of these. A processing, mixing or connection (further processing) of provided items by the seller is carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered a manufacturer and at the latest with the further processing according to the legal regulations acquire ownership of the product.

3. In the event of default in payment or breach of the supplier's obligations under the retention of title according to § 6 clause 2, we are entitled to demand the provided item and, after written notice, to use it in the best possible way with reasonable notice, taking into account the contractual consideration. Immediately after taking over the item, the supplier may request in writing that its estimate price be determined at his expense by a publicly appointed and sworn expert. In this case, the crediting takes place at the determined estimate price. The costs of the takeover and exploitation shall be borne by the supplier; they amount to 10% of the recovery proceeds plus VAT if we do not prove higher costs or if the supplier proves that costs are less.

4. For the period of retention of title, the supplier is not entitled, without our prior written consent, to sell, pledge, transfer for security, rent or otherwise leave or change the provided goods in a way that is able to affect our security. If third parties access the goods, in particular attach or assert an entrepreneur's lien, the supplier must inform them of the retention of title and inform us immediately. The costs for revocation of access and for a possible replacement of the goods shall be borne by the supplier.

§ 7 Secrecy

1. The contractual partner undertakes to treat all non-obvious commercial and technical details that become known to him through the business relations as business secrets.

2. We reserve the property rights and copyrights to information, samples, templates, drawings, models, tools and other means of production, illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents recognizable as business or trade secrets, the supplier must keep them secret even after the end of the contract and may - unless required to achieve the purpose of the contract - neither record nor exploit them or pass them on to third parties without our consent. This also applies to work via remote data transmission and to products manufactured according to these documents. The supplier also imposes corresponding obligations on his employees or agents.

3. All documents must be returned at our request or at the latest at the end of the contract at the expense and risk of the supplier, in the case of storage on data carriers to guarantee that all data are irreversibly deleted.

4. Products or tools manufactured by the supplier or know-how created by the supplier, in which our information or documents, in particular drawings, models and tools have directly or indirectly participated, may be used exclusively for deliveries and services to us without our express written consent to the contrary. This also applies to our print jobs. Insofar as they have been manufactured at our expense, they are to be issued to us on request without compensation and transferred.

5. In each case of infringement of the obligations listed above in clauses 7.1 to 7.4, the supplier undertakes to pay a lump sum compensation of 10,000 euros, whereby we shall be entitled to prove higher damages and the supplier that no or only minor damages have been occurred.

§ 8 Warranty

1. Our warranty claims against the contractual partner are governed by the statutory provisions, unless otherwise provided for below.

2. The statutory provisions (§§ 377, 381 German Commercial Code) apply to the commercial examination and complaint obligation with the following stipulation: Our duty to examine is limited to defects that come to light during our incoming goods inspection under external inspection including the delivery documents (e. g. transport damage, incorrect and short delivery) or are recognizable in our quality control in the sampling procedure. Insofar as an acceptance is agreed, there is no obligation to investigate. In addition, it depends on the extent to which an investigation is possible after the proper course of business, taking into account the circumstances of the individual case. Our obligation to notify defects discovered later remains unaffected. Irrespective of our obligation to investigate, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within ten working days from discovery or, in the case of obvious defects, from delivery.

3. According to the statutory provisions, the seller is liable in particular for the fact that the goods have the agreed quality when the risk is passed on to us. In any case, the agreement on the quality is those product descriptions which – in particular by name or reference in our order – are the subject of the respective contract or have been included in the contract in the same way as these General Purchase Conditions at hand. It makes no difference whether the product description comes from us, from the seller or from the manufacturer.

3. The supplier guarantees that his goods/services are free of the rights of third parties and that their contractual use by us does not interfere with third-party property rights. Excluded from this are the items or documents provided by us (drawings, models, descriptions, arrangements, etc.). He guarantees the conformity of his goods/services with an associated documentation.

4. In cases of special urgency or in case of risk of disproportionately high damage, we are entitled to carry out the rectification of the defect at the expense of the supplier ourselves or to have it carried out by third parties or otherwise to procure compensation. As far as possible and reasonable, this is done in coordination with the supplier; otherwise, we will immediately inform the contractual partner of any measures taken.

5. The limitation period for claims for defects is 36 months from delivery, unless a longer period is provided by law.

6. Vicarious agents and agents of the supplier must observe the provisions of the respective company regulations and applicable regulations when working on the factory premises of Kobold Messring GmbH.

7. If an object of the contract delivered by the supplier causes damage to a third party, the supplier indemnifies us in the internal relationship, insofar as he has to be responsible for it according to legal or contractual provisions. The damage also includes the costs of legal proceedings and a required recall.

8. Recommendations, suggestions for calculations, drawings or other documents submitted by the supplier are not orders on our part and do not change the sole responsibility of the supplier for his services and deliveries, in particular also for their completeness and correctness. This also applies insofar as we do not raise any objections to this, we are not obliged to examine it.

§ 9 Recourse against supplier

(1) Our legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 German Civil Code) are available to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (rectification or replacement delivery) from the seller that we owe our customer in individual cases. Our statutory right to vote (§ 439 clause 1 German Civil Code) is not restricted by this.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a clause 1, 439 clauses 2 and 3 German Civil Code), we will notify the seller and ask for written comments under a brief explanation of the facts. If a substantiated opinion is not made within a reasonable period of time and no amicable solution is brought about, then the claim for defects actually granted by us shall be deemed to be owed to our customer.

(3) Our claims from supplier recourse also apply if the defective goods are replaced by us or another entrepreneur, e. g. by installation in another product, was further processed.

§ 10 Liability

1. Claims of the supplier for damages are excluded. Excluded from this are claims for damages of the supplier from injury to life, limb, health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty on our part, our legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

2. In the event of a breach of essential contractual obligations, we are only liable for the foreseeable damage typical of the contract if it was caused simply negligently, unless it concerns claims for damages by the customer from injury to life, limb or health.

3. The restrictions of clauses 1 and 2 also apply to the benefit of our legal representatives and vicarious agents if claims are asserted directly against them.

§ 11 Producer liability

(1) If the supplier is responsible for a product damage, he must indemnify us from claims of third parties insofar as the cause is set in his area of control and organization and he is liable in the external relationship itself.

(2) As part of his exemption obligation, the supplier has to reimburse expenses in accordance with §§ 683, 670 German Civil Code, which result from or in connection with a claim of third parties including recall campaigns carried out by us. About the content and scope of recall measures – as far as possible and reasonable – we will inform the supplier and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The supplier must take out and maintain a product liability insurance with a lump-sum coverage of at least 25 million euro per personal injury/ property damage.

§ 12 Other

1. Place of performance and place of jurisdiction is our registered office in Hofheim/Taunus, whereby it is reserved for us to bring an action also at the general place of jurisdiction of the supplier.

2. For these General Terms and Conditions of Purchase and the contractual relationship between us and the seller, the law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the UN Sales Convention.

§ 13 Severability clause

Should individual clauses of these purchase conditions be or become invalid, this shall not affect the validity of the remaining purchase conditions. The parties will replace the respective ineffective regulation with a valid regulation that comes closest to the economic regulation content of the ineffective regulation. The same applies in the event of an unforeseen regulatory loophole.