

## Purchase conditions of the firm Lutz-Jesco GmbH Status 1st January 2006

### 1. General

- 1.1 (scope of validity) These purchase conditions are only intended for use in business transactions with entrepreneurs
- 1.2 (conflicting conditions, contract alterations) Our purchase conditions are exclusively applicable for the contract; other conditions are not subject of the contract, even if we do not contradict them explicitly. The supplier can only refer to contract alterations, supplements or subsidiary agreements with immediate written confirmation.
- 1.3 (right of withdrawal) In the event of force majeure as well as strikes, lockouts or other events for which we are not accountable, through which our own sales are made significantly more difficult, we can withdraw completely or partially from the supply contract or demand performance at a later time.
- 1.4 (data acquisition) We can store the data important for the contract processing on IT.
- 1.5 (place of fulfilment, place of jurisdiction, choice of law) Place of fulfilment for deliveries is our works in Wedemark. Place of jurisdiction is Wertheim/ Mosbach. German law is applicable under the exclusion of the CISG.

### 2. Prices, Invoicing

- 2.1 The supplier prices are maximum prices free to our works. They include the costs for freight, customs duty, packaging, insurance, expenses and value added tax. Subsequent supplier price increases are excluded. Also excluded are claims for remuneration of the supplier for quotations or sampling.
- 2.2 Supplier invoices are to be sent to us in each case in duplicate and separate from the deliveries. With goods free of defects we can pay with 3% discount within 14 days of receipt of invoice or without deduction within 60 days.

### 3. Shipment, Delivery Periods/Dates, Default, Risk

- 3.1 Packaging, shipment and insurance of the contractual products takes place in the name of and at the risk to the supplier. The supplier shall also ensure for the return transport of used packaging at his own cost in accordance with VerpackVO. A delivery note (in duplicate) is to be enclosed with every shipment. The supplier must send us a written shipping advice on the day of dispatch.
- 3.2 The supplier must strictly observe agreed delivery periods and dates, regarded as arriving at the agreed place of delivery. The supplier must notify immediately, if he probably will not observe agreed delivery periods or dates. With non-observance of the period/date, for which he is to blame, he must make every effort to deliver the contractual goods as fast as possible. In particular the fastest possible method of dispatch must be chosen; the additional costs caused as a result shall be borne by the supplier.
- 3.3 The supplier can only refer to defects in raw materials, auxiliary materials and operating materials and non-delivery or poor delivery by his upstream suppliers, if he is responsible for these and notifies us about their possible hazard immediately after becoming aware.
- 3.4 The risk is only transferred to us after unloading in our works.

### 4. Condition, Acceptance, Limitation of Defect Claims

- 4.1 In addition to the specifications defined in the supply contract, quotation and/or order confirmation, the applicable details of the supplier in his brochures, catalogues and other writings accessible to us as well as in his advertising are regarded as agreed for the determination of the quality of the contractual products/services. Also included in the agreed quality is, that the contractual products/services comply with the state of technology, expert workmanship, the intended purpose, the required product safety and the respective applicable statutory, official and technical regulations (including Equipment Safety Law, DIN standards, EC directives). The supplier guarantees to us, that his details specified in sentence 1 are applicable and that the contractual products/services comply with the criteria listed in sentence 2.
- 4.2 The supplier must carry out careful – also extending to product safety – quality control and outgoing goods control under observance of the relevant standards. He is obliged to deliver quality-tested contractual products/services.
- 4.3 Receipt, acceptance and/or payment for the contractual products/services does not signify any acknowledgement of their lack of defects. This always takes place with reservation. With consideration to item 4.2, our incoming goods control extends to the check for externally visible damage and detectable deviations of quality and quantity. We will notify such defects immediately. In addition we will notify defects, as soon as they are determined during the proper course of business. The supplier insofar waives objection of late defect notification, if this is lodged not later than one week after discovery of the defect.

4.4 If, in urgent cases and despite notification, the supplier does not immediately eliminate defects of the contractual products or damages resulting therefrom or if the supplier is in default with the fulfilment of the supplementary performance for which he is responsible, we can eliminate the defects/damage ourselves or have it eliminated by a third party at the cost to the supplier.

4.5 Subject to longer statutory periods of limitation, our defect claims expire at the earliest 3 years after delivery to us.

4.6 Liability limitations in the supplier's general terms and conditions (AGB) are ineffective.

### 5. Product Safety, Product Liability, Environmental Compatibility

5.1 The supplier vouches for us, that the contractual products and/or services are not unsafe for their proper intended purpose or foreseeable non-intended use or consumption and are not hazardous in the sense of product liability or lead to impermissible environmental burdens. He takes all required organisational, personnel-related and technical safety measures.

5.2 For the case, that we are held liable by our customer or third party because of damage, which is based on unsafe or non-environmentally compatible contractual products and/or services, the supplier shall indemnify us in the internal relationship, if and insofar as he must justify the damage to us. Our right of indemnity is subject to the standard limitation.

5.3 If and insofar as the supplier must justify the defect triggering the liability, he shall also bear the costs for the necessary measures undertaken by us to ward off damages (e.g. recalls).

5.4 The supplier must insure himself against those risks associated with the product/environmental liability for the contractual products and/or services supplied by him to an appropriate amount and show us evidence of the insurance protection.

### 6. Disposal

The supplier is obligated to take into account and observe all relevant requirements and provisions concerning environmental protection and waste disposal during the manufacture and delivery of the contractual products. In particular he vouches for us, that the contractual products can be disposed of in single varieties. He ensures this through corresponding material identification markings.

### 7. Spare parts

The supplier must stock spare parts for us at fair market prices for the foreseeable service life of the contractual products, at least however for 5 years from the respective date of delivery.

### 8. Industrial Property Rights, Secrecy, Moulds and Tools

8.1 The supplier is accountable to us – if and insofar as blame is applicable to him -, that the use or sale of the contractual products/services is permitted without violation of third party rights. He indemnifies us from possible legal claims of third parties due to violation of such third party rights.

8.2 For constructions, moulds, tools, patterns, images and other documents provided by us, we reserve ownership as well as all industrial property rights and copyrights. The supplier may only use these constructions etc. in the manner intended by us and must return them when he no longer requires them for us.

8.3 The supplier must keep secret from third parties all business secrets and special know-how obtained through the business relationship with us.

8.4 Tools, moulds or other devices that the supplier manufactures or purchases completely or partially at our cost, are automatically transferred to our ownership. The transfer is superseded by the fact, that the supplier safeguards the objects carefully and free of charge for us until termination of the supply relationship.