

The following general purchase terms count exclusively to purchase and delivery of enterprises i. S. v. §14 Civil Code.

## I. Validity of Terms and Conditions / contract end / text form

1. Exclusively the following conditions count to the legal relations between the supplier and us. Conditions of the supplier and divergent arrangements count only if we have recognized them in writing. As a recognition counts neither our silence nor the acceptance of the achievement or their payment.  
2. one-sided explanations of the parties to a contract need basically the written form, as far as in these regulations nothing else is determined. Will see in our order us basically only within a term of two weeks from access engaged. The effectiveness of the order goes out if not within this term the access of the taking has occurred with us.

## II. Scope of supply / changes of the scope of supply / spare parts

1. The supplier will take care of the fact that to him everything are known for the fulfilment of his contractual obligations to significant data and circumstances as well as the use deliberate by us of his deliveries on time. He answers for the fact that his deliveries enclose all achievements which are necessary for a correct, sure and economic use that they are suitable for the deliberate use and correspond to the state of science and technology. The supplier will follow with the achievement performance all appropriate norms, laws and statutory regulations, in particular the appropriate environment protection, danger material, danger property and accident prevention regulations, as well as keep to the in general approved security-technical and working-medical rules. The supplier has to clear up us about the necessary official approvals and obligatory registrations for the import and the incentive of the objects of delivery.  
2. We can require within the scope of the reasonableness of the supplier changes of the object of delivery in construction and execution. The supplier has to move the changes in adequate term. About the consequences, in particular concerning the more and less costs, as well as the dates of delivery adequate regulations are to be met by agreement. If an arrangement within adequate time does not come about, we decide at reasonable discretion.  
3. The supplier makes sure that he can supply us also for a period of 10 years after ending of the respect of delivery with adequate conditions with the objects of delivery or parts of it as spare parts.

## III. Prices / payment terms

1. The agreed prices are fixed prices. If nothing else is agreed, the payment occurs within 14 days with 3% of discount payment or within 30 days without deduction. The term begins with preservation of the contract according to achievement and a proper and checkable calculation. With acceptance of premature deliveries the term begins at the earliest with the agreed date of delivery. Calculations are to be submitted under information by allocation to an account, unloading place, supplier's number, partial number, number of pieces and single price as well as amount per delivery without carbon copies.  
2. The supplier agrees to take part on request of us in a credit procedure.  
3. Compensation and retention rights are entitled to us in the legal circumference.  
4. The supplier is not entitled, demands to him against us are entitled, to resign or to let enter by third. The regulation §354 a HGB remain untouched of it.

## IV. Terms of delivery

1. The deliveries occur DDU (Incoterms in her version topical in each case) to the place called by us, until something else is determined, including. Every broadcasting is to be indicated us and the receiver certain by us during the dispatch day. A light of delivery is to be added every delivery in double issue. The light of delivery is to be provided with our order number, article number and supplier number. By agreed delivery "ex works" the dimensions and the weight of the broadcasting are to be informed of us and the receiver certain by us on time. The transport assurance is covered by us so far we are obliged after the agreed clause of delivery (Incoterms in her version topical in each case) to it. By the supplier is to be taken into consideration with the issue of the dispatch papers that the customs clearance occurs in our work. For deliveries from preference lands the supplier the preference proof of every delivery has to add. The long time supplier explanation according to. EWG-VO 1207/2001 is to be presented once a year. As far as the delivered product of an export licence duty is defeated, we are immediately to be informed.  
2. The objects of delivery are customary and proper to pack. We are entitled to prescribe the way of the packaging to the supplier. If we send back usable packaging freight free to the supplier again, we have claim to a reimbursement by height of the value of the packaging.

## V. Appointments / delay

Agreed appointments and terms are obliging. Authoritatively for the observance of the date of delivery or the term of delivery the entrance of the product is with us or with the receiver certain by us. The supplier has to indicate us a recognizable delay of his achievement immediately under information of the reasons and the prospective duration of the delay in writing. On causes not to be represented by him of a delay the supplier can appeal only if he has followed to the obligation of registration. On default we are entitled to demand a contract punishment of the supplier. This amounts for every started week of the delay to 0.5%, on the whole, however, at most 5% of the total value of the order. The legal claims being entitled to us are not touched by the arrangement of the contract punishment or their assertion because of delay. Possibly paid contract punishments are to be credited on a pity claims for damages. The contract punishment can be asserted up to payment of the late delivered product.

## VI. Secrecy / information

1. The supplier will keep secret to him of us to get information as for example drawings, documents, knowledge, patterns, toolings, models, data carriers etc., make third (also under-suppliers) not without our written approval accessible and not for others than the purposes certain by us use. This counts accordingly to duplications. This obligation does not count to information which was known to him with receipt already of entitled way without obligation to the secrecy which are known - without breach of contract by one of the parties - in general or become or for which to him in writing the permission has been given to of another use. The supplier may advertise without our previous written approval not with his business connection to us. We are left to ourselves the property and all other rights (e.g., copyrights) in information made available by us. Duplications may be made only after our previous written approval. The duplications go over in her production in our property. Herewith it is worth between the supplier and us as agreed that the supplier keeps the duplications for us. The supplier has to keep the documents made available to him and objects as well as duplications of it on his costs carefully, to maintain and to insure and to give change upon our desire any time or to destroy. A retention right, immediately for which reason, is not entitled to him. The entire return or destruction is to be insured in writing.  
2. By an offense against the obligations from this VI 1. if a contract punishment at the rate of 25,000 becomes for every case of the offense immediately due. To the supplier is left to

let ascertain the propriety of the height of the contract punishment judicially. Possibly paid contract punishments are to be credited on a pity claims for damages.

## VII. High-class management / receipt of goods control

1. A receipt of goods control finds by us according to §377 HGB instead of. With ascertained defects we are entitled to send back the whole delivery, unless, there is a legitimate interest in the partial delivery free of lack on our part.

## VIII. Liability for defects / expenditure substitute / term / assurance

1. If the object of delivery falls short, our claims are directed according to the legal regulations, as far as from the following regulations nothing else arises. With danger of the operational safety, with danger unusually of high damages or to the maintenance of our ability of delivery towards our buyers we can carry out after instruction of the supplier the finishing touches ourselves or from third allow to explain, as far as this is not unreasonable in the isolated case for the supplier. Through this the supplier carries resulted costs. As far as the supplier helps himself with the achievement performance of third, he sticks for this like for fulfillment assistants.  
2. The supplier also refunds expenditures with our buyers or us who originate in the approach from or in connection with liability for defects events to the untimely damage prevention, damage defense or damage decrease (e.g., recall actions).  
3. The supplier refunds the expenditures which we are obliged to carry towards our buyers legally and are to be led back on defects of the delivery referring by him.  
4. Until legally something else is prescribed compelling, the supplier sticks for defects which appear within 36 months from entrance of the delivery with us or from decrease (if such is determined legally or by contract). Fault claims can be also asserted at the end of this term if the lack still within the term was indicated the supplier. For the term observance the timely sending of the fault announcement is enough. The limitation of claims of defects stamps at the earliest two months after in the claims of the end customer are fulfilled. This expiry inhibition ends the latest five years after delivery to us.  
5. The supplier is obliged to maintain for the duration of the respect of delivery for the risks these VIII adequate insurance covers. The proof is to be produced at our desire.

## IX. With gives

From us provided materials, parts, containers, special packaging, tools, measuring means or similar (with gives) remain our property. By processing, connection, mixture of with gives we comparatively receive of the value of the with gives to the value of the whole report joint ownership in the new product. Duplications of with gives may be made only after our previous written approval. The duplications go over in her production in our property. A retention right, immediately for which reason, is not entitled to the supplier in the with gives. With gives as well as duplications of it may be made to third (also under suppliers) not accessible and not be used for others than the agreed purposes.

## X. Tools

Regardless of other arrangements we receive in the circumference in which we take part in the proved costs for tools to the production of the object of delivery full property or joint ownership. The tools go over in payment in ours (with property). They remain on loan with the supplier. The supplier is authorized only with our approval, actual or to dispose juridically of the tools, to shift her location or to make them permanently functional-incapable. The tools are to be marked by the supplier as ours (with property). The supplier carries the costs for the entertainment, repair and the substitute of the tools. Spare tools stand according to our interest in the origin tools in our property. With joint ownership in tools a preemptive right is entitled to us in the joint ownership interest of the supplier. The supplier has tools which are in ours (with property) to start exclusively for manufacturing the objects of delivery. After ending of the supply the supplier has to publish by request the tools immediately to us, by tools in the joint ownership we have to refund on receipt of the tools the current value of the joint ownership interest of the supplier in this. A retention right is entitled to the supplier in no case, unless, counterclaims are indisputable, ascertained right hard or ripe for decision. The publication obligation meets the supplier also in case of an insolvency application against him or by a longer-term interruption of the supply. The supplier has the tools in the agreed circumference, and if no arrangement has dripped to insure in the usual circumference.

## XI. Software

Heard so far to the scope of supply standardized software, the supplier does not agree for the duration of 5 years from delivery of the object of delivery to carry out changes / improvement of the software against adequate cost allowance after our default. As far as the software of pre-suppliers comes, he will oblige this accordingly.

## XII. Force majeure / longer-term preventions of delivery

1. Labor disputes, riots, official measures and other unpredictable and inevitable events release the supplier and us for the duration of the disturbance and in the circumference of her effect from the achievement duties. The affected person immediately has to inform the other contracting partner extensively and to undertake everything within the scope of the reasonable to limit the effect of such events. The affected person has to inform the other contracting partner immediately about the end of the disturbance.  
2. In case of a longer-term prevention of delivery, the payment setting or the opening of an insolvency procedure, the refusal of the opening of such a procedure in the absence of mass or the introduction of a comparable procedure about one of the contracting partners the other contracting partner is entitled to withdraw from the contract with regard to the not yet full part. If the supplier is concerned by one of the preceding events, he will support us after the best forces by the misalignment of the production of the object of delivery to us or a third, incl. a license of commercial protective rights necessary for the production to branch-usual conditions.

## XIII. General regulations

1. Place of fulfillment for deliveries and achievements is the destination given by us.  
2. German right counts to the contractual relationship. The arrangement of the United Nations about contracts about the international goods purchase (CISG) finds no application. Legal venue is Bayreuth, provisory of a divergent exclusive legal venue. This legal venue is exclusive for complaints of the supplier. The user remains entitled to sue the supplier also in another responsible court.  
3. Should a regulation be ineffective or become, the validity of the other regulations is not thereby touched.  
4. We point out to the fact that we store personal data considering the legal regulations and process in connection with commercial incidents.

PUTZIN Maschinenbau GmbH