

1. GENERAL TERMS

The following Terms and Conditions of Purchase shall apply exclusively to all our current and future orders and contracts. Any change to these terms and conditions of purchase must be confirmed by us in writing to be effective. Any conflicting terms of business are hereby expressly objected to. They shall not be approved even if we do not expressly object to them again after receipt.

The Supplier accepts the sole applicability of our Terms and Conditions of Purchase upon execution of the order, at the latest, even if the Supplier refers to its own conditions. Acceptance of the Supplier's deliveries and/or payment for such does not imply agreement with the Supplier's terms of business.

2. OFFERS, ORDERS

2.1 The Supplier's offers are binding for the Supplier; they are not binding for us.

2.2 Remuneration for visits or the preparation of offers, projects etc. is not granted by us.

2.3 A supply contract is concluded by our written order based on these Terms and Conditions of Purchase and the prices agreed with the Supplier, but at the latest by our order confirmation. Our orders do not require separate acceptance by the Supplier. The Supplier shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction and/or completion before acceptance; otherwise the contract shall be deemed not concluded.

3. PRICES

3.1 The prices agreed with the Supplier are fixed prices and exclude subsequent claims on the part of the Supplier of any kind.

3.2 Costs for packaging and transport to the shipping address or place of use specified by us as well as for customs formalities and customs duties are included in the prices.

3.3 The Supplier has a right of set-off or retention only in the case of counterclaims that have been legally established by final decision or are undisputed.

4. SHIPPING

4.1 Delivery is free to the Amorbach site or free to the delivery address specified by us.

4.2 The risk of accidental loss of and/or damage to the goods to be delivered is passed on to us upon delivery.

4.3 We must be notified of each delivery immediately after execution of the order by means of a written dispatch notice, which is broken down by type, quantity and weight.

4.4 Our order number must be stated on dispatch notes, bills of lading, invoices and all correspondence with us. Each shipment to us must be accompanied by a corresponding delivery note.

4.5 The Supplier's obligation to take back packaging is based on the statutory provisions. The goods shall be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.

4.6 If we are invoiced separately for packaging in accordance with a separate agreement, we are entitled to return such packaging to the Supplier, carriage paid, after receipt of the corresponding delivery, provided that it is still in good condition, against payment of 2/3 of the invoice amount attributable to the packaging.

5. DELIVERY DATES

- 5.1 The agreed delivery dates are binding.
- 5.2 The receipt of the goods at the receiving point stated by us is relevant for compliance with the delivery dates.
- 5.3 If the Supplier realises that an agreed date cannot be met, the Supplier must inform us immediately in writing, stating the reasons and the expected duration of the delay.
- 5.4 In the event of non-compliance with the delivery date, we are entitled, after setting a reasonable period of grace, to withdraw from the contract and/or to claim damages in lieu of performance. Within the scope of compensation for damages, we are entitled to demand compensation for frustrated expenses caused by the non-delivery and other damages, including damages caused by delay.
- 5.5 Partial deliveries are only permissible after written agreement.

6. QUALITY

- 6.1 The Supplier guarantees that its goods correspond to the latest state of the art as well as to the relevant legal provisions. Such is ensured by the Supplier in each case by means of suitable testing measures before delivery. For this purpose, the Supplier shall carry out quality assurance which is suitable in terms of the type and scope of the delivery and which corresponds to the best available technology; we shall be provided with corresponding evidence upon request.
- 6.2 The Supplier further guarantees that his goods are free of any third-party industrial property rights and that no patents or other industrial property rights of third parties are infringed by the goods and their use.
- 6.3 In case the composition, recipe or quality of the goods to be delivered is changed, the Supplier will inform us immediately. The same applies to the change and/or outsourcing of production steps.

7. LIABILITY FOR MATERIAL DEFECTS AND DEFECTS OF TITLE

- 7.1 The Supplier's liability for defects shall be governed by statutory provisions, unless set out otherwise below.
- 7.2 Our claims for material defects and defects of title shall become time-barred 36 months after delivery of the goods concerned.
- 7.3 If we give notice of defects, the limitation period for resulting claims for defects shall be suspended until the Supplier has settled the notice of defects.
- 7.4 If defects in the delivered goods cannot be remedied by the Supplier within a reasonable period of time set by us, at our discretion, either by remedying the defect or by delivering defect-free goods, we may either reduce the agreed delivery price or withdraw from the delivery contract. In addition, we may demand compensation for damages instead of performance. Compensation for damages instead of performance shall comprise the damages we have incurred as a result of the defective delivery as well as frustrated expenses incurred by us as a result. Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in or attached to another item in accordance with their nature and intended use. Our legal claim to reimbursement of corresponding expenses remains unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests for the removal

of defects shall remain unaffected; however, we shall only be liable in this respect if we have recognised or have failed to recognise, due to gross negligence, that there was no defect.

7.5 If claims for damages are asserted against us by our customers and/or third parties due to defects in the delivered goods, the Supplier shall indemnify us against such claims and compensate us for any further damage arising therefrom, including the costs of any recall action required due to these defects. The recall costs to be reimbursed also include in particular the costs of our personnel dealing with the execution of the recall action.

7.6 If defects in the delivered goods are not remedied by the Supplier within a reasonable period of time set by us or if our complaint is rejected, we are entitled to have the defects remedied at the Supplier's expense.

7.7 Our incoming goods inspection is limited to random sampling of the goods according to type and quantity. Within the scope of the incoming goods inspection or in case of defects occurring later, we may give notice of defect to the Supplier within a period of 10 working days. Working days are all days except Sundays and all public holidays applicable in Germany.

8. LIABILITY OF OWA

8.1 We shall be liable in case of intent and gross negligence and in case of injury to life, body and health also in case of negligence.

8.2 Our liability is limited to the compensation of foreseeable damage.

9. TRANSFER OF TITLE

9.1 The ownership of delivered goods is transferred to us upon delivery of the goods.

9.2 The Supplier shall ensure in each case that no rights of third parties exist in respect of the delivered goods, in particular no reservation of title.

10. NO ASSIGNMENT OF CLAIMS

10.1 The Supplier must not assign claims against us arising from orders placed by us to any third parties.

11. INSURANCE

11.1 The Supplier shall maintain sufficient business liability insurance cover during the term of the business relationship with us. An excess of more than EUR 10,000 per insured event is not permitted.

11.2 The existence of the business liability insurance shall be proven to us upon request in a suitable form, for example by a current insurance confirmation.

12. DOCUMENTS OF OWA

12.1 All documents, samples, models and drawings ("**Documents**") made available to the Supplier by us remain our property; only simple rights of use are granted to these Documents, which can be withdrawn from the Supplier at any time.

12.2 These documents are to be kept safe by the Supplier and protected from access by third parties; they may under no circumstances be made accessible to third parties, neither in whole or in part.

- 12.3 These Documents shall be returned to us by the Supplier without any delay at our request, at the latest upon termination of the business relationship with the Supplier. Copies of the Documents may not be retained by the Supplier; these must be destroyed at the Supplier's expense.

13. PLACE OF PERFORMANCE AND JURISDICTION

13.1 Place of performance is Amorbach.

13.2 Exclusive place of jurisdiction is the regional court of Aschaffenburg. We are also entitled to assert our claims against the Supplier at the Supplier's general place of jurisdiction.

14. FINAL PROVISIONS

14.1 These Terms and Conditions of Purchase and the supply agreements concluded with the Supplier are subject to the law of the Federal Republic of Germany.

14.2 Insofar and to the extent that individual parts of these Terms and Conditions of Purchase are or become void, ineffective and/or unenforceable, this shall not affect the validity of the remaining Terms and Conditions of Purchase and/or the supply agreements concluded with the Supplier. In place of a void, ineffective and/or unenforceable provision, the effective and enforceable provision shall be deemed to be agreed which comes closest to the void, ineffective and/or unenforceable provision. This applies accordingly to the filling of unintentional gaps in these Terms and Conditions of Purchase.