

1. Applicability, General

1.1 Our General Purchasing Conditions (GPC) apply to all our business relationships with our suppliers, if these are enterprises, legal entities of public law institutions or special assents funds under public law in relation to §310 Chapter 1 BGB. They apply for the purchase of movable items as well as the procurement of work services (both hereinafter referred to as "goods") by us, without taking into consideration whether the supplier manufactures the goods himself or purchases them from third parties.

1.2. In the course of business between our suppliers and us, only our GPCs shall apply. We do not recognise General Terms and Conditions opposed to or deviating from our GPCs of the supplier, unless we have expressly agreed to their validity at least in text form. This requirement for approval also applies if we accept the services of the supplier without reservation in the knowledge of opposed GPCs or GPCs deviating from our General Terms and conditions.

1.3. Unless otherwise agreed, our GPCs shall apply in the version valid at the time of the order as a framework agreement also for future equivalent contracts, without us having to point these out repeatedly in each case.

1.4. Deviating agreements and side-agreements are only valid in individual cases if they were confirmed by us at least in writing. The validity of the rest of the GPCs will not be affected.

2. Contract Conclusion, Data Processing

2.1. Our orders are only binding if they are placed at least in text form. The supplier must draw our attention to obvious errors (e.g. spelling or numerical mistakes), incompleteness or contradictions of the order including the order documents for the purposes of correction or completion before acceptance.

2.2. Our orders are valid as an offer to conclude a contract; the contract is concluded when the supplier confirms it.

2.3. If requested by us however, the supplier must initially provide us with an offer free of charge in accordance with our descriptions and specifications. If this would deviate from our descriptions and specifications, he must expressly indicate this in text form so that it is clearly recognisable. Each deviation requires our approval at least in text form. Provided the supplier provides an offer in accordance with the regulations of this clause, the contract is concluded upon our acceptance, which requires at least the text form.

2.4. In the event that the supplier has supplied us with data related to persons, this data will be utilized, pro-cessed for the business transaction, saved and passed on to other connected companies, as well as if deemed necessary given to affiliated- and service companies.

3. Prices, payment conditions, late payment, prohibition of transfer, rights of compensation and retention

3.1. The prices evidenced in the order are net prices and are binding. Price increases after the conclusion of the contract are excluded. Sales tax must also be paid if this is due.

3.2. Delivery is free of charge (DDP Incoterms 2010) to the address specified in the order, provided nothing else has been agreed upon at least in text form.

3.3. Provided nothing else is agreed upon at least in text form, we will pay the purchase price or the compensation within 14 calendar days after complete delivery and receipt of an invoice eligible for input tax reduction

minus the 3% discount. For the timeliness of the payment, the receipt of the transfer request by our bank is decisive.

3.4. We do not owe any due-date interest (in accordance with § 353 HGB). The claim of the supplier for payment of late payment interest remains unaffected by this. For the entry of our late payment, the legal provisions shall apply, in any case however a re-minder from the supplier is required. In case of late payment, we owe the late payment interest in the amount of five percentage points over the respective base interest rate in accordance with § 247 BGB.

3.5. Demands from the contractual relationship may not be transferred or pledged either in full or in part to third parties by the supplier without our consent in writing. § 354 a HGB remains unaffected.

3.6. The supplier is owed a right to compensation or retention only due to counter-requests which have been determined to be legally binding, uncontested or due for a decision to be made.

4. Delivery deadlines, delivery delays, delivery quantities

4.1. The delivery deadlines specified by us are binding. The supplier is obligated to inform us immediately at least in writing if circumstances should arise or if he should become aware of the fact that he will not be able to adhere to the delivery deadline.

4.2. If the supplier does not render his service, does not do so within the delivery deadline, or is delayed in doing so, the legal claims are owed to us. The following clause 3 remains unaffected.

4.3. In the case of delivery delays, we – besides further legal claims – are entitled to request the general delay damage in the amount of 1% of the delivery value per full week of delay, but no more than 5% in total of the net price of the goods delivered late. We reserve the right to prove that we have incurred a higher damage. The supplier has the right to prove to us that due to the delay no or a significantly lower damage has been caused.

4.4. The delivery quantities specified by us are binding. Additional, insufficient or partial deliveries can be rejected.

5. Quality of the goods

5.1. At the time of the transfer of risk, the goods must be of the agreed upon quality. Provided specifications or other documents (e.g. product descriptions, drawings, illustrations, etc.) which particularly due to identification or reference in our order or by agreement are objects of the respective contract or are in the same way to these GPCs incorporated into the contract (in the following referred to on the whole as "contractual documents"), the goods must be of the quality specified there.

5.2. The goods must be free of third-party rights.

6. Requirement to make a complaint in respect of deficiencies, warranty

6.1. Provided a commercial obligation to inspect and make a complaint is pertinent, the legal provisions shall apply (§§ 377, 381 HGB) with the following proviso:

Our inspection obligation is limited to deficiencies which manifest during our incoming goods inspection under external assessment including the delivery documents and during our quality inspections in the sampling procedure (e.g. transit damage, incorrect or deficient delivery). Provided an acceptance is agreed, there is no inspection obligation. Other than this, it is a case of to what extent an inspection is feasible taking into

consideration the circumstances of the individual case in accordance with proper business operations.

Our obligation to make a complaint (notification of defects) for deficiencies discovered later remains unaffected. In all cases, our complaint, which does not require any special form, applies as immediate and on time if it is received within 10 working days after we make the seller aware of the deficiency.

6.2. For enforcing warranty claims, the legal provisions shall apply provided nothing else is regulated in the following. We are entitled to choose between either a rectification of the deficiencies or a replacement delivery. If this is the case, the supplier is obligated to make all necessary efforts to rectify the deficiencies and send a replacement delivery (including installation and dismantling costs). If the supplier does not fulfil his obligations to subsequently fulfil the order within an appropriate deadline to be determined by us, we can rectify the deficiencies ourselves and demand from the supplier that the required expense be reimbursed or a corresponding advance payment. If the subsequent fulfilment by the supplier fails or we are unable to do this ourselves (e.g. due to particular urgency, endangerment of operating safety or the threatening occurrence of disproportionate damage), no deadline needs to be set; we will immediately inform the supplier of such circumstances. Furthermore, we are entitled in the case of a material or legal deficiency in accordance with the legal provisions to reduce the purchase price or to withdraw from the contract. Furthermore, we have a right to damage compensation and compensation for expense incurred in accordance with the legal provisions.

6.3. Our legal compensation claims within a supply chain (supplier regress in accordance with §§ 478, 479 BGB) are owed to us without limitation.

6.4. The supplier is liable for intent and any kind of negligence, including his representatives, commissioned parties, assistants or vicarious agents and in particular bears the procurement risk. The liability cannot be restricted to the total value.

6.5. Provided the law does not prescribe any longer deadlines, our warranty claims expire 24 months after the beginning of the legal expiration deadline.

7. Secrecy, rights to order documents

7.1. The supplier is obligated to maintain secrecy about the conditions of the order as well as all information and documents provided for this purpose (raw material, product descriptions, calculations, drawings, illustrations and other documents, provided these are not publicly accessible) for a time frame of 3 years after conclusion of the contract. They are only to be used for the delivery on the basis of our order. They may not be made accessible to third parties without our express consent in writing. After completion of requests or after processing of the order, such documents must be returned to us without request without any reproductions being made regardless of what kind.

7.2. Without our prior approval at least in writing, the supplier may not draw attention to the business relationship in advertising material, brochures, etc.

7.3. We retain ownership and copyrights to our raw material and product descriptions, calculations, drawings, illustrations, plans and other documents. Without the express approval at least in writing, these may not be used for the supplier's own purposes or the purposes of third party.

8. Product liability, exemption

8.1. If the supplier is responsible for damage to the product, he must relieve us from the claims of third parties the first time this is requested,

when the cause is in his area of control and organisation and he himself is liable in the exterior relationship.

8.2. As part of his obligation to grant release, the supplier is also obligated to reimburse us with the costs in accordance with §§ 683, 670 BGB, which result from or in connection with a third-party claim including a replacement and recall action carried out by us or our customers. We will inform the supplier about the contents and scope of the planned recall measures – provided this is possible and reasonable – and give him the opportunity to provide a written statement. Subsequent claims on our behalf remain unaffected.

8.3. The supplier is obligated to take out and maintain product liability insurance with a coverage sum of at least €2.5 mil. per personal damage/material damage case. Lower coverage sums requested by the supplier must be agreed with us on a case-by-case basis. Any additional damage compensation claims on our behalf remain unaffected by this.

9. Commercial protection rights, copyrights

9.1. The supplier ensures that due to the delivery and use of the delivered goods, no third party protection rights in countries of the European Union or other countries in which he manufactures the products or has the products manufactured are impinged upon.

9.2. If claims are made to us by third parties due to a protection right breach according to no. 1, which has arisen through the intended use of the delivered goods, the supplier must release us from these claims upon first written request, send us all necessary information and reimburse us of all necessary expense in connection with this claim, provided the supplier does not prove that he is not responsible for the breach of obligations underlying the protection right breach.

Further claims particularly also due to material or legal defects of the goods delivered to us remain unaffected.

10. Title retention, transfer of ownership

10.1. If we provide objects or materials to the supplier for further processing, mixing or connection ("merchandise under retention") and a processing, mixing or connection of our merchandise under retention is carried out by the supplier for us, we reserve the ownership and copyrights to the merchandise under retention for ourselves.

In the case of a processing, mixing or connection of our merchandise under retention with other objects or materials not belonging to us, we acquire the co-ownership of the new object in the proportion of the value of our merchandise under retention (purchase price plus VAT) to the other processed/mixed/connected objects or materials at the time of the processing/mixing/connection.

Provided the securing rights owed to us in accordance with no. 1 exceeds the value of our merchandise under retention by over 20%, we will approve the securing rights at the supplier's request accordingly.

10.2. The transfer of the goods into our ownership must take place without taking into consideration the payment of the purchase price. If in individual cases we accept an offer of the supplier for transfer of ownership determined by the purchase price payment, the title retention of the supply becomes void at the latest with the purchase price payment for the delivered goods.

10.3. We retain the right even before paying the purchase price to sell the goods on in a proper business transaction transferring our requirements arising as a result of this in advance and to process the goods, for assistance therefore a simple title retention of the supplier extended to the onward sale applies. All other forms of title retention are in any case excluded.

11. Place of fulfilment, court of jurisdiction, contractual language, severability clause

11.1. Place of jurisdiction for all duties resulting from the contractual arrangement is Marktoberdorf.

11.2. If the customer is a merchant in the sense of the German Commercial Code, legal entity of public law institutions or special assets funds under public law, the exclusive and international place of jurisdiction is Marktoberdorf, where our headquarters are located. It is here for all disputes resulting directly or indirectly from the business relationship. We also have the right to open proceedings at the common place of jurisdiction of the buyer.

11.3. The law of the Federal Republic of Germany applies. The International Private Law (IPR) and the UN Purchase Law (CISG) are excluded.

11.4. Even if the customer is in possession of a non-binding translation of these GPCs in another language, interpretation will be exclusively the German version.

11.5. If individual stipulations of these GPCs for the business transactions are or should become invalid then the rest of the stipulations are not affected. An invalid stipulation is to be replaced by a valid and permissible one which serves the invalid one in its sense and purpose as much as possible.

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