

General Terms and Conditions of Purchase of Reuther STC GmbH

Status: June 2018

1. General

- 1.1. The following terms and conditions of purchase shall apply exclusively to the legal relationship between the supplier and Reuther STC GmbH (hereinafter referred to as "Reuther").
- 1.2. Conditions of the supplier and deviating agreements shall only apply if they have been accepted in writing by Reuther. Neither silence nor acceptance of the service or its payment shall be deemed as acceptance.

2. Delivery, delivery date and delay in delivery

- 2.1. Deliveries are made DDP (Incoterms 2010) up to the destination specified by Reuther (place of performance). At Reuther's request, the supplier shall collect and dispose of the packaging materials from the place of performance at his own expense.
- 2.2. Order numbers, destination, exact description of the goods, individual weights, dimensions and batch, as well as other notes of the order must be stated in all delivery documents and in the correspondence concerning the order.
- 2.3. The delivery date agreed with the order is binding. The receipt of the goods at the destination specified by Reuther is decisive for compliance with the delivery date. The supplier must immediately notify Reuther in writing of any delay in his delivery or service, stating the reasons, the expected duration of the delay and the measures taken to improve the delivery date.
- 2.4. In the event of a delay in delivery, Reuther is entitled to demand a contractual penalty of 0.2% of the order value for each working day of the delay, up to a maximum of 5% of the order value. Reuther reserves the right to claim further damages (e.g. from a covering purchase). The claim for the contractual penalty can be asserted at the latest with the final payment.
- 2.5. If delivery is premature and not agreed, the goods shall be stored at Reuther's at supplier's risk and expense until the agreed delivery date.
- 2.6. Insofar as quality certificates (e.g. material certificates) have been agreed, they form an essential part of the delivery and are to be handed over to Reuther together with the delivery. A delivery is only considered complete when all agreed conditions have been fulfilled and all components of the delivery (including e.g. documentation and certificates) have arrived at the place of destination.
- 2.7. Reuther is entitled to inform itself about the contractual execution of the services. Upon request, the documents required for information shall be submitted to Reuther for inspection with undue delay.

3. Invoice and payment

- 3.1. The prerequisite for payment is a proper invoice in accordance with § 14 UStG.
- 3.2. Reuther settles invoices within 60 days after delivery and receipt of invoice.
- 3.3. The assignment of claims in the form of pledges or in any other way or the collection of the claim by third parties is excluded. The provision of § 354a HGB remains unaffected by this.
- 3.4. The supplier can only declare set-off or assert rights of retention if they are based on counterclaims which are undisputed or legally binding.

4. Warranty

- 4.1. An incoming goods inspection is only carried out by Reuther with regard to externally recognizable damages and externally recognizable deviations in identity and quantity. Reuther will notify such defects immediately (normally within 3 working days). Furthermore, Reuther notifies defects as soon as they are detected in the ordinary course of business. In this respect, the supplier waives the objection of late notification of defects.
- 4.2. The statutory provisions on material defects and defects of title shall apply to defective deliveries. If operational safety is endangered, if there is a risk of unusually high damage or to maintain the ability to deliver to customers, Reuther can, after informing the supplier, carry out the repair itself or have it carried out by third parties. Any costs arising therefrom shall be borne by the supplier.
- 4.3. Subject to a longer statutory period, the warranty period shall be 24 months from delivery or performance of the service. It shall be extended accordingly by the period of time which is claimed within the warranty period for the rectification of a defect.
- 4.4. The warranty and responsibility of the supplier is not limited by the fact that Reuther has approved calculations, construction drawings, sample designs or similar by the supplier.

5. Rights of third parties

- 5.1. The supplier guarantees that no rights of third parties are infringed in connection with his delivery and indemnifies Reuther from any claims of third parties. The supplier's indemnification refers to all expenses and damages which Reuther incurs from or in connection with the claim by a third party.
- 5.2. The statutory period of limitation for these claims is 10 years, beginning with the conclusion of the respective contract.

6. Quality management

- 6.1. The supplier must set up a quality management system (e.g. DIN EN ISO 9001) for his deliveries and prove this to Reuther in a suitable form without specific request.
- 6.2. If necessary, the supplier shall conclude an appropriate quality assurance agreement with Reuther.

7. Transfer of ownership, retention of title, copyrights and confidentiality

- 7.1. A simple retention of title declared by the supplier expires with payment of the purchase price by Reuther.
- 7.2. Reuther reserves the property rights and copyrights to the illustrations, drawings, calculations and other documents provided to the supplier. They may not be made accessible to third parties without Reuther's express written consent. They are to be used exclusively for the production or provision of a service on the basis of Reuther's order. After processing the order, they are to be returned to Reuther without specific request.
- 7.3. The supplier shall keep secret all information relating to the conclusion of the contract and its contents as well as all information provided to him by Reuther, such as documents, findings, samples, means of production, models, data carriers etc., shall not make such information available to third parties (including sub-suppliers) without Reuther's written consent and shall not use such information for purposes other than those specified by Reuther.
- 7.4. The supplier is only permitted to refer to the existing business relationship with Reuther in information and advertising material with Reuther's express prior written consent.

8. Reuther equipment

- 8.1. Products, drawings, parts, containers, special packaging, tools, measuring equipment or similar items provided by Reuther remain the property of Reuther.

8.2. In the event of processing, combination or mixing of materials provided, Reuther shall acquire co-ownership of the new product in proportion to the value of the materials provided to the value of the entire product.

9. Tools and devices

9.1. Without prejudice to other agreements, Reuther receives full or co-ownership to the extent to which Reuther participates in the proven costs for tools for the manufacture of the delivery item. The tools become (co-)property of Reuther's upon payment. They remain on loan with the supplier.

9.2. The supplier is only authorized to actually or legally dispose of the tools, to relocate their location or to make them permanently functional with Reuther's written approval.

9.3. The tools are to be marked by the supplier as (co-)property of Reuther.

9.4. The supplier shall bear the costs for maintenance, repair and replacement of the tools. Replacement tools are the property of Reuther in accordance with Reuther's share of the original tool; the clauses 9.1., 9.2. and 9.3 apply correspondingly.

9.5. In the event of co-ownership of a tool, Reuther has a pre-emptive right to the supplier's co-ownership share.

9.6. The supplier must use tools which are (co-)owned by Reuther's exclusively for the production of the delivery items for Reuther. Upon termination of delivery, the supplier must immediately hand over the tools to Reuther upon request. The supplier has no right of retention under any circumstances. The obligation to surrender shall also apply to the supplier in the event of an application for insolvency against him or in the event of a longer-term interruption in delivery. The supplier must insure the tool to the agreed extent to the usual extent.

9.7. The above regulations apply accordingly to fixture devices.

10. Final clauses

10.1. Place of performance for deliveries and services is the place of destination specified by Reuther in the respective order.

10.2. The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.3. The exclusive place of jurisdiction for all disputes arising from the contract is the court which is responsible for Reuther's registered office. However, Reuther is entitled to file an action at the supplier's registered office.

10.4. Should any provision be or become invalid, this shall not affect the validity of the remaining provisions.

10.5. The German version of these General Terms and Conditions of Purchase shall prevail.