



Section 1 Scope

- (1) JuHa's General Conditions of Purchase apply exclusively; any of the supplier's conditions which conflict with or differ from these conditions are not accepted, unless JuHa has agreed in writing that they apply. Any references by the supplier to their conditions of delivery or legal systems are hereby expressly excluded.
- (2) All arrangements made between JuHa and the supplier for the purposes of executing this Agreement are to be recorded in writing.
- (3) These conditions of purchase also apply for any future transactions with the supplier, even if these are not yet agreed at the present time. Our current Quality Assurance Agreement (supplier policy) also applies in addition to the General Conditions of Purchase.
- (4) All offers are to be sent to us free of charge and non-binding and do not establish any obligations whatsoever. The supplier undertakes not to deviate from our requests in making offers.
- (5) If the supplier does not accept an order we have issued within 5 working days of receipt by writing to us, we are entitled to revoke the order without charge at any time, or make changes to the scope of the contract offered, again without charge.
- (6) The supplier is not entitled to have a third party carry out the delivery or substantial parts thereof, unless it has obtained our express prior written consent. We will not unreasonably withhold this consent.

Section 2 Prices and payment terms

- (1) The prices shown in the order are understood to be exclusive of the respective VAT and are binding. The prices are fixed prices and are inclusive of delivery to the destination specified in advance. Packaging and insurance costs are only paid for separately if this is expressly agreed. The return of packaging requires a special agreement.
- (2) Invoices can only be processed by JuHa when they contain the order or commission number shown in the order; the supplier is responsible for all consequences arising due to non-compliance with this obligation.
- (3) The goods are to be packaged so as to avoid transport damage. Packaging materials are only to be used to the extent necessary to achieve their purpose. All packaging must be environmentally-friendly.
- (4) JuHa pays the purchase price, unless otherwise agreed in writing, within 14 days - calculated from delivery and receipt of the auditable invoice - with a 3% discount, within 20 days with a 2% discount or within 30 days without deduction.
- (5) Injection tools are paid for as follows:
 - a) 75% of the agreed purchase price within 14 days of delivery, receipt of the corresponding partial invoice and an initial sample which can be installed
 - b) the remaining 25% on acceptance of the tools and moulded parts according to the test report and receipt of the final invoice

Section 3 Right of retention, off-setting, and assignment

- (1) We are entitled to off-set off, including from another transaction with the supplier and to exercise the right to refuse performance.
- (2) The supplier may only not assign its contractual entitlements to third parties, either in whole or in part, without our express permission.

Section 4 Retention of title, supply, tools

- (1) If JuHa supplies the supplier with components (material), we retain ownership. The supplier shall carry out processing or transforming for JuHa. The supplier shall insure the parts (material) supplied at its own expense against fire and water damage, and against theft.
- (2) JuHa retains ownership of tools; the supplier is obligated to label the tools accordingly and to use them exclusively to manufacture the goods ordered by JuHa. The supplier guarantees the customer an output quantity specified in advance. The supplier is obligated to insure the tools belonging to JuHa for their value as new, at its own expense, against fire and water damage, and against theft. It is obligated to carry out necessary maintenance and inspection work promptly at its own expense and, taking wear and tear into consideration, to keep the tools in a condition which ensures the value or suitability for normal use or the use required under the Agreement. The supplier shall report any accidents immediately; if it culpably fails to do so, compensation claims are not affected. JuHa is entitled to remove the tools from the supplier, allowing a four-week notice period; in the event that the contractor does not supply or no agreement is reached on the product prices, JuHa can remove the tools immediately.
- (3) Contracts to manufacture tools are awarded on the basis of a specification. The supplier is obligated to inform us of the current status of the manufacturing of the tools on first request within a period no more than one working day. The supplier is to insure all tools - including those under construction - against fire and water damage and against theft. The designs for the tools for which the supplier is commissioned are to be submitted to us for approval. The risk of the tools' technical feasibility lies exclusively with the supplier. In the event that the initial sample cannot be approved, the supplier bears all costs incurred due to additional processing or new production of the tools. JuHa retains ownership of electrodes and detailed drawings.

Section 5 Delivery dates and periods, default, and force majeure

- (1) The delivery dates and periods given in the order are binding and include arrival at the reception point. Where the agreed periods/dates are not complied with, the supplier falls into default without a warning being required. The supplier is obligated to inform us immediately in writing if circumstances have occurred or are foreseeable to it which make compliance with the agreed periods/dates impossible.
- (2) If the delivery is made before the agreed delivery date, JuHa reserves the right to return the goods at the supplier's cost and risk. If the goods are not returned for an early delivery, JuHa stores the goods at the supplier's expense.
- (3) In case of delivery delays, JuHa is entitled to demand compensation for delay of 1% of the purchase price per week or part thereof, but at most 10% of the purchase price; further statutory claims are not affected.

- (4) Force majeure, industrial disputes, civil unrest, official measures, and other unforeseeable, unavoidable, and serious events free the contracting parties of their obligation to perform for the duration of the disruption and to the extent of their effect. This also applies if these events occur at a time when the contracting party concerned is in default. The contracting parties are obligated to supply the information required within reasonable limits and to adapt their obligations to the changed circumstances in good faith.

Section 6 Acceptance and notification of defects

- (1) We check and accept the goods on receipt. The risk only passes to us on acceptance by our reception point.
- (2) The purchaser is to notify the supplier immediately of defects in the order, as soon as they have been determined in accordance with the realities of an ordinary business process. In this respect, the supplier waives the right to object to the belated notice of the defect.
- (3) We carry out the incoming goods inspection with a random sampling process. Where quality defects have been detected, we are entitled to refuse acceptance or carry out a comprehensive examination at the supplier's expense.

Section 7 Confidentiality

- (1) The Contractual Partners undertake to treat all commercial and technical details which are not public knowledge and which they become aware of through the business relationship, in strictest confidence.
- (2) We shall retain ownership and copyright of all illustrations, drawings, designs, calculations and other documents; these shall not be made available to third parties without our express written consent. These documents are to be used solely for manufacturing on the basis of our order. They must be kept confidential in relation to third parties and returned to us unprompted after execution of the order.
- (3) It is not permissible to make copies or replicas.

Section 8 Liability

- (1) Unless another liability provision has been agreed at another location, the supplier is obligated to compensate for damage incurred by the purchaser directly or indirectly as a result of defective delivery, due to the breach of official safety regulations, or for other legal reasons attributable to the supplier.
- (2) The liability for damages applies if the supplier is responsible for the damage it has caused.
- (3) If claims are made against the purchaser due to strict liability to third parties under mandatory law, the supplier assumes the liability for the purchaser in the proportion of its causal share of responsibility to the total damages. In this respect, the supplier is also obligated to reimburse expenditure arising in connection with a measure or recall carried out to mitigate damage.
- (4) We will inform the supplier immediately and comprehensively if we assert a claim against it under the above provision and give it the opportunity to investigate the claim.
- (5) The supplier undertakes to conclude a business liability insurance policy and a product liability insurance policy, with insured sums appropriate for the extent of the business relationship and the specific risk of liability. If purchaser is entitled to make further claims for damages, these shall remain unaffected.

Section 9 Warranty

- (1) The contractor accepts a warranty for ensuring that its delivery and service has the characteristics guaranteed in the Agreement and does not have faults which cancel or reduce the value or suitability for normal use or the use required under the Agreement.
- (2) The warranty begins on acceptance.
- (3) The warranty period is 2 years. The warranty period begins again for repaired or replaced parts.
- (4) The purchaser's rights in the event of defects conform to the provisions of Section 437 et seq. of the German Civil Code [BGB]. The costs of resolving the defect or replacement delivery, including all ancillary costs (e.g. freight) are borne by the contractor. If the contractor does not comply with the above warranty provisions, does not comply with them in accordance with the contract, or in a case of urgency, the purchaser is entitled to carry out the necessary measures at the contractor's expense. In particular, the purchaser can itself replace defective parts or have them replaced by third parties or procure a replacement from a third party.
- (5) If the defect is due to fault on the contractor's part, or if the delivery item does not have a guaranteed characteristic, the contractor shall also compensate for losses not occurring to the item itself.

Section 10 Development contracts

For orders requiring particular development work, the supplier does not acquire any inventor's rights to the items developed or to the facilities to manufacture these items, even if it has contributed part of the development and/or manufacturing costs.

Section 11 General provisions

- (1) The law of the Federal Republic of Germany respectively in force applies for all legal relationships between the purchaser and the contractor, to the exclusion of the UN Convention of 11/04/1980 on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance is the purchaser's registered office. The place of jurisdiction is Lüdenscheld.
- (3) Should a provision of these conditions and the further agreements made be or become invalid, this shall not affect the validity of the Agreement in general.