

## Conditions of purchase

1. Purchases are made at fixed prices only. We strictly reject all sliding-scale and minimum prices.
2. The delivery time shall be binding and shall commence on the day of order. In the event of delayed delivery, we shall have the right to cancel the order and / or to demand damages and the reimbursement of all incremental costs incurred as a result of the necessity to commission another supplier to fulfil the original demand. In the event that the supplier becomes aware that the delivery will not take place on time, this either in whole or in part, he shall be obliged to inform us of this in writing without delay, citing the reasons for the delay and its probable duration in the process.
3. Only those orders issued in writing shall be deemed binding. Arrangements or agreements made verbally or by telephone shall require a written confirmation. Each order must be confirmed by the supplier in writing immediately in the form of a notification which includes the acceptance of our conditions of purchase. Alternative conditions shall only be deemed valid in the event that we accept these in writing. We reserve the right to revoke orders in the event that they are not confirmed within a period of 8 days in the form of a document specifying price and delivery time.
4. Each individual consignment must be accompanied by two delivery notes stating the order number and the amount delivered. The item descriptions, drawing numbers and article numbers stated in our order documentation must be stated on all written documents relating to the order in question.
5. Invoices should be submitted immediately after the order's execution and must include the relevant order numbers. We shall pay via a payment method of our choice within 14 days of invoice and goods receipt less a 3% cash discount, 30 days less 2% cash discount or 90 days net, this unless specific agreements have been made. Payments shall take place subject to the possible notice of defects.
6. Our obligation to inspect the goods delivered for possible defects shall not commence until we are in a position to inspect the goods in question and have access to the correct delivery documentation. The supplier shall be obliged to guarantee that the delivery item is free of any defects which compromise its use or operation or fails to display any of the features promised by the supplier. The cost and risk of all returns and replacements of rejected goods must be borne by the supplier.
7. Consignments shall be sent at the supplier's own risk, even if "ex works" delivery has been agreed.
8. The supplier shall be liable for ensuring that patents or third party industrial property rights are not breached through the delivery or use of the items in question.
9. All the information, drawings and prototypes which the supplier receives from us in order to execute the order may not be used for any other purposes, and nor may they be reproduced and made available to third parties. The same shall apply to all models, measuring implements, devices and other operating equipment which is made accessible during the execution of our orders. Our orders and the related works should be viewed as a trade secret and treated in the strictest of confidence.
10. Goods may only be delivered in completely recyclable packaging. This requirement is based on the legal packaging ordinance V dated 20.06.91. This shall also apply to transport packaging, secondary packaging and sales packaging. In the event of non-compliance with this requirement, we shall be entitled to return the said packaging and packaging-related filler materials to the sender at the latter's expense.
11. The place of performance and the place of jurisdiction for both parties shall be Horb/Neckar.