

General Purchasing and Ordering Conditions

§ 1 Scope of Validity

1. These Purchasing and Ordering Conditions apply exclusively to all orders granted by Süddeutsche Bürsten- und Kunststofffabrik Eugen Gutmann GmbH (hereafter: Gutmann). Contradictory or deviating conditions of the Supplier shall not be recognised without explicit written approval. Our Purchasing and Ordering Conditions also apply if we unconditionally accept the delivery from the Supplier in the knowledge of contradictory or deviating conditions of the Supplier.
2. Our Purchasing and Ordering Conditions also apply for all future transactions with the Supplier.
3. The provisions of these Purchasing and Ordering Conditions apply to contracts of purchase, work contracts, and factory delivery contracts as well as for all other contractual agreements which serve as the basis for our contractual partner or supplier to be obligated to us with respect to the delivery of goods or the rendering of services.

§ 2 Quotations, Quotation Documents, and Auxiliary Material for Production

1. Quotations must be drawn up in writing, without charge, and without obligation for the Purchaser.
2. Orders are carried out in writing. If in the individual case an oral order is made, it must be confirmed by Gutmann in writing.
3. The Seller must provide an order confirmation without delay, at most three working days after receipt of the order. After these three working days, our order shall be considered as accepted according to our conditions. The correspondence associated with the order may only be conducted with the responsible purchase department separately for every order, with the indication of the Gutmann Order Number, Gutmann Article Code, Gutmann Supplier Number and/or other identification. If not otherwise demanded by Gutmann, the Seller must punctually submit single copies of shipment papers, bill of delivery, and invoice.
4. By accepting the order, the supplier undertakes to comply with the requirements of the Gutmann Material Compliance Standard in the current version valid at the time. The current version is available at www.egutmann.de/service/downloads. The standard constitutes an essential part of the contract concerning the properties of products and goods; deviations in individual cases are only permissible after prior written confirmation by Gutmann. In accordance with § 6 (2) of these General Terms and Conditions of Purchase and Ordering, verification by Gutmann shall take place within the framework of random sampling. Compliance with the provisions required in the Gutmann Material Compliance Standard shall not release the supplier from compliance with the relevant statutory provisions. These shall take precedence in all cases.
5. For drawings and other documents which Gutmann has assigned to the Seller for the purposes of creating the quotation and/or executing an order, Gutmann reserves the right of exclusive ownership and all copyrights. Such documents may only be used for their intended purposes and may neither be reproduced nor directly or indirectly made accessible to others or be otherwise evaluated without written approval. They must be returned on demand without delay.

§ 3 Prices and Terms of Payment

1. Payments shall be made according to provisions of the ordering document of Gutmann.
2. The price specified in the order is binding. In the absence of deviating written agreements, the price includes delivery to the door including packaging. We are only obligated to return the packaging in the case of special written agreement.
3. Unless otherwise stipulated, we shall pay invoices within 14 days upon receipt of the goods and invoice with 2% discount or within 30 days upon receipt the goods and invoice compensated.
4. We are entitled to the right of offset and right of retention in full.
5. The Supplier is not entitled to assign his claims against us from delivery and/or service to third parties. A violation against this prohibition of assignation is void.

§ 4 Delivery, Delivery Time, and Quantity Delivered

1. The delivery time specified in the order is binding. If circumstances arise that prevent the timely delivery, or if such circumstances can be foreseen by the Seller, then he is obligated to immediately inform us of this in writing.
2. Agreed delivery times shall be extended appropriately if the Supplier is prevented by force majeure from fulfilling his obligations. If delivery is delayed in this case by more than four weeks, Gutmann is entitled to rescind the contract in whole or in part.
3. If the Supplier cannot deliver on time, Gutmann is entitled to damages for delayed delivery (delay compensation) at its discretion or after a reasonable grace period of three weeks, unless they are waived under the statutory provisions, for compensation either as reimbursement of expenses, instead of requiring the service, or may withdraw from the contract according to Article 323 of the German Civil Code (BGB).
In the event of a delay on the part of the Seller, Gutmann is entitled without prejudice to extended damage compensation claims, to demand a contractual penalty of 0.20% of the order value per work day to a maximum of 7.5% of the order value, without a grace period. If delays have occurred in the delivery or if during preparation such delays become expected, then the Seller must immediately notify Gutmann.
4. The Seller is only entitled to partial deliveries by special written agreement. Costs for partial deliveries which arise because of delivery delays are exclusively borne by the Seller. The additional costs for shipments which must be delivered in an accelerated manner due to the fault of the Supplier are borne by the Supplier.

§ 5 Shipment, Transfer of Risk, and Acceptance

1. Unless otherwise agreed, deliveries at the expense of the Seller are free of charge to the shipping address specified in the order. The shipping costs include the cost of loading, transportation insurance, packing, and return of empties.
2. Deliveries can only be made at the times, locations, and to the extent specified by Gutmann. Costs of deviating deliveries are borne by the Seller and do not justify default of acceptance on the part of Gutmann.

The risk only transfers to Gutmann upon proper delivery, i.e. delivery with setup and upon taking charge of the item in its own plant.

3. Force majeure events and other circumstances which considerably hamper, delay, or make acceptance impossible and are not justified by Gutmann, entitle Gutmann to postpone the acceptance by the duration of the obstruction and an appropriate start-up period. Demands for delivery, withdrawal, or compensation for damage are precluded. The circumstances which entitle Gutmann to the above measures especially include production interruptions, walkouts, governmental measures, and scarcity of raw materials, regardless whether such malfunctions occur at Gutmann itself or at the Suppliers or employees at Gutmann.

§ 6 Liability for Defects

1. In the absence of any agreement to the contrary, the statute of limitations for warranty claims is 24 months from the date of the transfer of risk. Any longer statutory period of limitation shall take precedence. Sending the notification of defects to the address of the Seller suffices to protect the rights.
2. Gutmann shall examine random samples of incoming goods for their product characteristics and the number of containers of goods and their integrity; further testing shall not take place. If Gutmann discovers a deficiency through these tests, it can be claimed within one month after acceptance. If Gutmann detects a deficiency only during subsequent processing or use, Gutmann shall notify the Seller without delay. Gutmann is not obligated to conduct any further tests or send any other notifications to the Seller other than the above-mentioned tests and notifications.
3. Gutmann is entitled to the complete statutory claims for defects of the delivered goods.
4. Changes in the nature of the composition of materials used or in the design and construction compared to previous similar goods and services must be reported immediately to Gutmann by the Seller before the start of production or, unless the Seller is a producer, upon becoming aware of such changes. They require the written consent of Gutmann. Gutmann is not obliged to examine goods and services for sameness at acceptance.

§ 7 Proprietary Rights, Nondisclosure

1. The Seller is liable for ensuring that the delivery and usage of the purchased items does not violate the proprietary rights of third parties.
2. Property and protection by copyright applies to all information and documents from Gutmann transmitted to the Seller and their authorised persons, without having to draw special attention to this fact. Information and documents may be neither reproduced nor made available to third parties or employed in any manner deviating from their original purpose without previous written permission by Gutmann.
3. Know-how and ideas and information from Gutmann will be treated by the Seller with confidentiality, and not used for other purposes or transferred to third parties directly or indirectly.
4. The use of any inventions, work results, and know-how achieved by the Seller or their employees or agents in connection with work executed for Gutmann belong exclusively to Gutmann, free of cost and without any temporal or spatial restrictions. The Seller shall inform Gutmann in writing without delay about all inventions, work results, and know-how which arise in connection with the order activities, as

well as existing drawings, models, or written documents.

5. Insofar as it concerns patent-capable inventions or work results, Gutmann is entitled to acquire German and foreign proprietary rights in its own name. Insofar as Gutmann avails itself of this right and it concerns an employee invention, the inventor receives an inventor remuneration directly from Gutmann within the intention of the statute on employee inventions. The extent and due date of the inventor remuneration is judged according to the internal guidelines on inventions by employees of the Seller or, if these do not exist, according to the internal guidelines of Gutmann. Gutmann is not required to discharge any remuneration or fee to the Seller himself.
6. Also insofar as the inventions or work results conveyed by the Seller to Gutmann are not patentable inventions according to point 4, Gutmann applies due rights of use discharged by the order fees.
7. The Seller is obligated to take all organisational and legal measures, such as making use of its entitlement to inventions of its employees, as well as delivering declarations, which are necessary for Gutmann to actually exercise the previously cited rights.

§ 8 Delivery to Specifications, Drawings, Models, Moulds and Tools

If the Seller produces goods according to specifications, drawings, or models from Gutmann, then the use of such goods as well as the special equipment for their manufacture may only be ceded to third parties with the written approval of Gutmann. This is also the case if the Seller has procured the special equipment at his own expense or if Gutmann has refused the acceptance of the ordered goods because of delayed or inadequate performance, or despite proper delivery abstained from issuing additional orders. Models, patterns, drawings, or technical documents of every type remain the property of Gutmann and are to be kept confidential. They must be returned to Gutmann on demand at any time with any produced copies.

§ 9 Property and Ownership Relationship of Machinery, Forms, Tools, Materials, and/or Devices

1. The machinery, forms, tools, and devices provided by Gutmann to the Seller for are and remain exclusively and unrestrictedly the property of Gutmann.
2. Insofar as the Seller purchases or manufactures machinery, forms, tools, and devices for Gutmann upon the request of Gutmann, then these become the exclusive and unrestricted property or co-property of Gutmann in their current condition, provided that Gutmann renders the agreed-upon purchase price or partial payments thereof.
3. The Seller preserves, insures, and maintains all machinery, forms, tools, and devices from Gutmann free of charge with the greatest possible diligence up to the transfer to Gutmann, and at least for the period of 10 years after conclusion of the Agreement. They may only be scrapped after previous written approval from Gutmann.
4. The Seller's legal possession of the machinery, forms, tools, and devices from Gutmann ends upon the insolvency or excessive indebtedness of the Seller, at the latest however with the application of an insolvency proceeding on the assets of the Seller.
5. In the event that the risk of production malfunctions is threatened at Gutmann because of delay or faulty performance on the part of the Seller – regardless of the reason – then upon request of Gutmann the Seller must release its machinery, forms, tools, and devices to Gutmann without delay. The surrendering can take place independent of agreements made between the parties in order to

avoid production malfunctions at Gutmann.

6. Machinery, forms, tools, and devices from Gutmann should be clearly designated as to their ownership.
7. Material that is provided by Gutmann for the purpose of carrying out the Agreement remains the property of Gutmann. The handling and processing as well as the connection or mixing of the same with goods which belong to third parties or are encumbered with the rights of third parties is only permitted within the scope of the Agreement. If the Seller does not meet his obligations from the order or goes into arrears, then Gutmann can at any time forbid the handling and processing and demand the return of the provided material without prejudice to the completion status.
8. The handling and processing of the material provided by Gutmann is performed for Gutmann and on behalf of Gutmann, without obligations accruing to Gutmann. The ownership remains reserved. If the physical objects from Gutmann are processed with others that do not belong to Gutmann, then Gutmann acquires the co-ownership of the new material in its current manufacturing state. The objects in the ownership or co-ownership of Gutmann are preserved by the Seller for Gutmann free of charge with the due diligence of sound business practices.

§ 10 Place of Performance, Applicable Law, and Jurisdiction

1. Unless otherwise agreed upon, the place of performance from reciprocal obligations arising from our orders is our place of business.
2. All relations between Gutmann and the Seller shall be exclusively applicable to legal relations between parties in the Federal Republic of Germany.
3. The exclusive venue for any disputes arising from this contract is Stuttgart. Gutmann is entitled to either sue the Seller in his general jurisdiction or the place of fulfilment, even if these locations are outside of Germany.
4. Points 2 and 3 shall also apply to all those who accept responsibility for the proper fulfilment of the obligations of the sale or derive any rights from it.

§ 11 Miscellaneous

1. Verbal agreements do not exist. Any amendment or addition to this Agreement requires the written form to be valid. This requirement can only be waived in writing.
2. If any provision of this Agreement is or becomes legally ineffective or if the Agreement proves to contain a gap, the validity of the remaining provisions shall not be affected. Instead, the invalid provision or gap shall be replaced with appropriate provisions, to the extent legally possible, which come nearest in meaning to the purpose of the Agreement and for the achievement of economic success which the parties intended with such provisions.

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