General Terms and Conditions of Purchase (GTCP)

CMC Klebetechnik GmbH, Rudolf-Diesel-Straße 4, 67227 Frankenthal, Germany

§ 1 Validity

(1) All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. They shall form an integral part of all contracts concluded by us with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

(2) These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier or third parties shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if we accept the supplier's deliveries without reservation in the knowledge of the supplier's general terms and conditions.

§ 2 Orders and contracts

(1) The supplier shall point out obvious errors (e.g. spelling and miscalculation) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The supplier shall be obliged to confirm our order in writing within a period of 5 working days (our place of business shall be decisive) or to execute it without reservation, in particular by dispatching the goods (acceptance). A delayed acceptance shall be deemed to be a new offer and shall require acceptance by us.

(3) Insofar as our offers/orders do not expressly contain a binding period, we shall be bound by them for one week after the date of the offer. The receipt of the declaration of acceptance by us shall be decisive for timely acceptance.

(4) We shall be entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with a period of notice of at least 10 calendar days prior to the agreed delivery date, taking reasonable account of the interests of the supplier in good faith in accordance with the provisions of this paragraph 4. The same shall apply to changes in product specifications insofar as these can be implemented within the framework of the supplier's normal production process without significant additional expense, whereby in these cases the notification period pursuant to the preceding sentence shall be at least 20 calendar days. We shall reimburse the Supplier for any proven and reasonable additional costs incurred in each case as a result of changes pursuant to this paragraph 4. If such changes result in delays in delivery which cannot be avoided with reasonable efforts in the supplier's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of any additional costs or delays in delivery to be expected by him on careful assessment in good time

before the delivery date, but at least within 3 working days of receipt of our notification pursuant to sentence 1.

(5) We shall be entitled to withdraw from the contract at any time by written declaration stating the reason if we are no longer able to use the ordered products in our business operations or are only able to use them at considerable expense due to circumstances for which the supplier is responsible and which occurred after the conclusion of the contract (e.g. lack of compliance with legal requirements) or if the financial circumstances of the supplier deteriorate after the conclusion of the contract in such a way that delivery in accordance with the contract cannot be expected.

§ 3 Prices, payment terms, invoice details

(1) The price stated in the order shall be binding. The price is for delivery free domicile, including the respective statutory value added tax, as well as including the costs for packaging, unless expressly agreed otherwise.

(2) Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). If, according to the agreement reached, the price does not include packaging and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, this shall be charged at the proven cost price. Upon our request, the supplier shall take back the packaging at his own expense.

(3) The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

(4) All order confirmations, delivery documents and invoices shall state our order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and this causes a delay in processing by us in the normal course of business, the payment periods specified in para. 3 shall be extended by the period of the delay.

(5) In the event of default in payment, we shall owe default interest in the amount of five percentage points above the base interest rate pursuant to § 247 of the German Civil Code (BGB).

§ 4 Delivery time

(1) The delivery time (delivery date or period) specified by us in the order or otherwise decisive according to these General Terms and Conditions of Purchase shall be binding. If a specific delivery date has been agreed, early deliveries shall only be permitted after consultation with and express consent by us.

(2) If the delivery time is not specified in the order and has not been agreed otherwise, it shall be two weeks from the conclusion of the contract. The supplier shall be obliged to notify us in writing without delay if he is unlikely to be able to meet agreed delivery times - for whatever reason.

(3) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent according to which the delivery time cannot be met.

(4) If the date on which the delivery must be made at the latest can be determined on the basis of the contract or these GTCP, the supplier shall be in default upon expiry of this date without the need for a reminder from us.

(5) If the Supplier fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in para. 6 shall remain unaffected.

(6) If the Supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The supplier shall have the right to prove that no damage at all or only significantly less damage has been incurred.

(7) The supplier shall not be entitled to make partial deliveries without our prior written consent.

§ 5 Performance, Delivery, Transfer of Risk, Default of Acceptance; Offsetting and Retention

(1) Without our prior written consent, the supplier is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors). The supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery shall be made within Germany "free domicile" or DDP (Incoterms 2010) to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business. The respective place of destination is also the place of performance for the delivery and any subsequent performance (debt).

(3) The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.

(4) The goods shall be packed in such a way that transport damage is avoided. When delivering hazardous materials, drums and pallet units must be bound in accordance with ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road). Dented drums or damaged chemical pallets will not be accepted. When delivering hazardous substances, technical data sheets and safety data sheets must be sent to CMC Klebetechnik GmbH in good time before delivery.

(5) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(6) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 of the German Civil Code, BGB). If the contract relates to a non-representable item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

(7) The supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

(8) We shall be entitled to rights of set-off and retention to the full statutory extent.

§ 6 Secrecy and retention of title

(1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the supplier for production. Such objects shall - as long as they are not processed - be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) of provided items by the supplier shall be carried out for us. The same shall apply in the event of further processing of the goods supplied by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of ownership from the supplier conditional on payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

§ 7 Warranty claims

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly,

defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.

(2) In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of the risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

(3) Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to unrestricted claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

(4) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to examine and give notice of defects with the following proviso: Our duty to examine shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to examine, our notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within 10 working days (from discovery or, in the case of obvious defects, from delivery). A verbal notice of defect is sufficient. It can also be effectively asserted vis-à-vis the supplier's employees.

(5) Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

(6) Notwithstanding our statutory rights and the provisions in para. 5, the following shall apply: If the supplier fails to meet its obligation to remedy the defect - at our discretion by remedying the defect (rectification) or by delivering an item free of defects (replacement) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this from the supplier or a corresponding advance payment. If the supplementary performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances without delay, if possible in advance.

(7) Furthermore, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In

addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

(8) Upon receipt of our written notice of defect by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin again unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 8 Supplier recourse

(1) We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 German Civil Code, BGB) without limitation in addition to the claims for defects. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice (Section 439 (1) of the German Civil Code, BGB) shall not be restricted hereby.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code, BGB), we shall notify the supplier and request a written statement, briefly setting out the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for proving the contrary.

(3) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

§ 9 Product liability

(1) The supplier shall be responsible for all claims enforced by third parties due to personal injury or damage to property which are attributable to a defective product supplied by him and shall be obliged to indemnify us in this respect against the liability and claims of third parties resulting therefrom.

(2) Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a third party claim including recall actions carried out by us. We shall inform the supplier about the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage.

§ 10 Industrial property rights

(1) The supplier warrants in accordance with paragraph 2 that the products delivered by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured.

(2) The supplier is obliged to indemnify us against all claims made against us by third parties due to the infringement of industrial property rights referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply insofar as the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.

(3) Our further legal claims due to defects of title of the products delivered to us remain unaffected.

§ 11 Spare parts

(1) The supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least 8 years after delivery.

(2) If the supplier intends to discontinue the production of spare parts for the products delivered to us, he shall notify us immediately after the decision on the discontinuation. This decision must - subject to para. 1 - be at least 6 months before the discontinuation of production.

§ 12 Statute of Limitations

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding § 438 para. 1 no. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 para. 1 no. 1 of the German Civil Code, BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.

(3) The limitation periods of the law on sales including the above extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 of the German Civil Code, BGB) shall apply to these, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 13 Compliance with laws

(1) In connection with the contractual relationship, the supplier is obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

(2) The supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

(3) The supplier shall make reasonable efforts to ensure compliance by its sub-suppliers with the obligations incumbent on the supplier under this § 12.

(4) The supplier is in particular obliged to submit a declaration of compliance with the REACH Regulation with the order confirmation at the latest, insofar as products within the meaning of this Regulation are the subject of the order.

§ 14 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCP and the contractual relationship between us and the supplier to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Frankenthal/Pfalz/Germany. The same shall apply if the supplier is an entrepreneur within the meaning of § 14 German Civil Code(BGB). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

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