

# Conditions of Purchase

## 1. General provisions

Applicable to business transactions with companies, public legal entities and special funds under public law. All deliveries are subject to the conditions below even if not expressly invoked by the buyer in the future. Any of the seller's conditions of sale that conflict with the conditions below are considered non-binding for the buyer, even if applied by the seller and not expressly opposed by the buyer.

## 2. Ordering and order confirmation

Orders and other agreements are binding only if they occur in writing or subsequently confirmed in writing. Each order is to be immediately confirmed, including mention of price and delivery date. Unconfirmed orders are considered accepted per the conditions of the buyer. Delivery dates given by the buyer and not opposed by the seller are binding. Delivery prior to this date is authorized only with the agreement of the buyer.

## 3. Prices

Prices given by the seller include shipping costs, duty paid, including packing. Price increases require a written acknowledgement in writing from the buyer.

## 4. Delivery

Each shipment must be accompanied by a customs form or packing slip noting the buyer's order number. Partial or remaining deliveries are to be marked as such.

Delivery shall take place at the risk of the seller, who shall obtain sufficient insurance against transport damages at its own cost. In the event of delays on the part of the seller, the buyer is authorized to withdraw from the agreement or demand compensation for damages due to non-fulfillment, with no extension of the delivery date required.

For machine tool deliveries, the seller shall install the machinery at the request of the buyer. Installation costs shall be billed upon proof of expenditure at the agreed rates.

The seller shall release the buyer from all claims brought forth by third parties against it regarding commercial property rights or other copyrights as a result of the use, sale or lease of the delivered goods. Claims of third parties regarding conditionally delivered goods shall not be recognized.

## 5. Guarantees

Statutory regulations apply.

## 6. Drawings

All drawings and information provided by the buyer to the seller for the purpose of drafting bids and fulfilling orders must be treated confidentially and may not be disclosed to third parties without approval from the buyer. The seller shall be liable for all damages incurred by the buyer as a result of the transfer of drawings or verbal or written information to third parties. In the case of specifically-marked confidential print orders, all related waste paper, transparencies, photographic negatives, printing blocks and other documentation are to be included with the delivery. Drawings, copies, descriptions or other documentation must be returned to the buyer in all cases upon submission of a bid, or, if an order is granted, upon fulfillment of the order.

## 7. Tools and parts

If no processing or measuring tools, processing or testing devices or gauges are provided by the buyer,

any applicable tool costs or partial tool costs are to be specifically listed in the bid and billed separately upon their approval by the buyer. The seller agrees to refrain from using these tools for third-party orders. If, however, tools and parts are provided to the seller for the purpose of order fulfillment free of charge, these shall remain property of the buyer and are to be marked as such. Should the buyer's ownership of any parts provided be diminished through processing or assembly, the parties agree that the buyer shall become the owner of the new item. In lieu of the transfer of ownership, the buyer shall allow the seller to hold the new item for safekeeping until delivery free of charge.

The seller agrees to sufficiently insure tools and parts belonging to the buyer, as well any new items that take their place, against damage and loss (fire, robbery or transport damages).

The seller shall be liable for damages resulting from above-normal amounts of scrap from materials and parts provided by the buyer as well as for other damages or lost items. Should the seller be required to install the delivered machines or equipment, auxiliary devices for installation will be provided only insofar as they may normally be requested by the seller. If said devices are provided by the seller, any related costs incurred are to be billed separately.

## 8. Invoicing

Invoices are to be submitted in duplicate and in a timely fashion, such that they are on hand upon receipt of the merchandise.

The seller agrees to invoice separately for sales tax as per Section 14 of the 1967 German Sales Tax Act (Umsatzsteuergesetz). Separate invoices are also required for goods and services subject to different sales tax rates.

Invoices must list all originating products as per EEC Regulation No. 1908/73 (EEC Protocol No. 3).

## 9. Payment

The following payment terms apply:

Within 14 days: 3% discount, or 30 days: 1% discount, or 60 days net upon receipt of goods and invoice. Means of payment shall be at the buyer's discretion. Payment by check/note is accepted. Payment is subject to review of the invoice.

## 10. Place of fulfillment

Place of fulfillment and jurisdiction: Villingen-Schwenningen. We are further authorized to bring legal action against the seller in the jurisdiction of the seller's headquarters or branch location.