

I. General - Scope

Our purchase conditions shall apply exclusively; we do not recognize any conflicting or deviating general terms and conditions of the supplier, unless we have expressly agreed in writing to their applicability. Our purchase conditions shall also apply if, being aware of any conflicting or deviating conditions of the supplier, we accept deliveries of the supplier's products and services or make payment for them.

The inclusion and interpretation of these purchase conditions—as well as the conclusion and interpretation of the legal transactions with the supplier—shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The place of performance for all obligations arising directly or indirectly from this contractual relationship, in particular the delivery obligation of the ordering party, is our registered office, unless otherwise specified in the order.

The court of jurisdiction for all disputes arising from the delivery relationship with the supplier is the court competent for our registered office.

II. Offer – Offer Documents

We remain bound by our order for 2 weeks from the order date.

We reserve proprietary and copyright rights in samples, models, illustrations, drawings, calculations, and other documents; these may not be made accessible to third parties without our express written consent. They are to be used exclusively for the production based on our order and must be kept confidential from third parties.

III. Prices – Payment Terms

The price stated in the order is binding. In the absence of any written agreement to the contrary, the price includes delivery “free house” (including packaging). The return of the packaging requires a special agreement.

We can only process invoices if they contain—according to the specifications in our order—the order number stated therein.

Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of receipt of the invoice with a 3% discount, or within 30 days net from the receipt of the invoice.

Set-off and recourse rights are reserved to us to the extent permitted by law.

IV. Delivery Time

The delivery time stated in the order is binding.

The supplier is obliged to notify us in writing immediately if circumstances arise or become apparent that indicate that the agreed delivery time cannot be met.

In the event of a delivery delay, we are entitled to claim a flat delay damage of 1% of the delivery value per completed week, but in total not more than 10%; further statutory claims remain unaffected. The supplier has the right to demonstrate that no damage or a significantly lower damage has occurred as a result of the delay.

V. Transfer of Risk

Unless otherwise agreed in writing, the delivery shall be made “free house.”

VI. Inspections for Defects – Warranty

We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period; any complaint must be submitted in a timely manner, i.e. if it is received by the supplier within a period of 5 working days from the delivery of the goods to us.

Our statutory warranty rights remain unaffected in full. In the event of subsequent performance, the supplier is obliged to bear all expenses required for the purpose of remedying the defect or for a replacement delivery. The right to claim damages, in particular the right to claim damages in lieu of performance, is expressly reserved.

The warranty period is 24 months, calculated from the transfer of risk.

We reserve the right to conduct quality inspections on site at the supplier's premises, to which the supplier hereby agrees. The supplier further agrees that we may, together

with our customers, perform quality inspections at his premises.

VII. Product Liability – Indemnification – Liability Insurance Coverage

Insofar as the supplier is responsible for product damage, he is obliged to indemnify us at first request against any third-party claims for damages insofar as the cause lies within his sphere of control and organization and he is liable in the external relationship.

Within this framework, the supplier is also obliged to reimburse us for any expenses incurred in accordance with §§ 683, 670 of the German Civil Code (BGB) that arise from or in connection with a recall action carried out by us or our customer. We shall, as far as possible and reasonable, inform the supplier of the content and scope of the recall measures to be carried out and provide him with the opportunity to comment.

The supplier undertakes to maintain product liability insurance with a coverage sum of EUR 2.5 million per personal injury/property damage claim on a flat-rate basis; should we be entitled to further claims for damages, these remain unaffected.

VIII. Intellectual Property Rights

The supplier guarantees that in connection with his delivery no rights of third parties within Europe are violated.

IX. Retention of Title – Provision of Materials – Tool Confidentiality

Insofar as we provide the supplier with parts, we reserve ownership thereof. Processing or conversion by the supplier is carried out for our account. If our reserved goods are processed together with other items not belonging to us, we acquire joint ownership of the resulting new item in proportion to the value of our item relative to the other processed items at the time of processing.

If the item supplied by us is irretrievably mixed with other items not belonging to us, we acquire joint ownership of the new item in proportion to the value of the reserved item relative to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is considered the main item, it shall be deemed agreed that the supplier transfers proportional joint ownership

to us; the supplier shall hold the sole ownership or joint ownership for us.

We reserve ownership of tools and devices; the supplier is obliged to use these exclusively for the production of the goods ordered by us. The supplier is required to insure the tools belonging to us, at their new replacement value, at his own expense against fire, water, and theft damage. He is obliged to carry out any necessary maintenance and inspection work at his own expense in a timely manner. Any malfunctions must be reported to us immediately; if he culpably fails to do so, claims for damages remain unaffected.

The supplier is obliged to keep all samples, models, illustrations, drawings, calculations, and other documents and information received from us strictly confidential. They may only be disclosed to third parties with our express consent.

As of: June 2004