



— An ITT Company

Terms of Purchase

1. SCOPE

Acceptance of any orders of goods and services is expressly limited to the following Purchase Terms. Any conflicting or varied terms proposed by Supplier are rejected unless expressly agreed to by us in writing. Even if we have knowledge of terms conflicting with or varying from terms and conditions, our Purchase Terms shall apply when accepting goods or services without reservation. If a Seller is informed about our Purchase Terms during an ongoing business relationship, said Terms shall apply even when we place an order without expressly including our Purchase Terms. Our terms of delivery and payment shall apply only to companies within the meaning of § 13 BGB, or to legal entities or special funds under public law.

2. ENTIRE CONTRACT

- 2.1 All agreements made between us and Seller with respect to each Contract shall be based on our Purchase Order and these Purchase Terms. There are no oral understandings with respect hereto.
- 2.2 Our complete order data shall be set forth on a written confirmation of our Purchase Order. Should Seller fail to send the confirmation to us within 10 business days of receipt of order, we may cancel the Purchase Order.

3. DELIVERY TIME, TIME OF PERFORMANCE

- 3.1 The agreed delivery time or time of performance shall commence on the date of our purchase order. Seller shall strictly comply with the delivery dates which are binding.
- 3.2 If at any time Seller has reason to believe that the goods or services cannot be shipped or performed in whole or only in part or not by the date specified, Seller shall promptly notify us setting forth the causes and the anticipated delay. Seller will be held liable under applicable law for failure to provide goods or services within dates specified. If Seller fails to notify us pursuant to Sentence 1 we may cancel the Contract and/or claim damages.

4. PRICES

- 4.1 Any price stated in the Purchase Order is a firm fixed-price and shall include any accessorial services required for the performance of the Agreement (e.g. transportation, packing, insurance, inspection costs).
- 4.1 If there are no prices specified in the Purchase Order, the prices agreed upon in the last order for this item or service shall apply.

5. SHIPMENT OF GOODS

- 5.1 Unless otherwise agreed, delivery of goods will be made to our address.
- 5.2 Seller shall state our complete order data on bills of loading, package addresses, delivery notes and invoices.

6. INSURANCE

- 6.1 Seller shall be obliged to take out a transportation insurance providing sufficient coverage and to furnish proof of such insurance at our request.
- 6.2 Seller shall take out at its own cost a liability insurance with adequate coverage for damage caused by Seller, its employees, its agents or by the goods. Seller shall inform us, at our request, about the minimum limit per occurrence.

7. CLAIMS RESULTING FROM DEFECTS AND PERIOD OF LIMITATION

- 7.1 In the event of defects we may exercise any right resulting from a defect we may have at law. In particular when purchasing goods we may demand, at our option, that Seller remedy the defect or supply a replacement. In the event of reperformance due to defective goods or defective services, all costs arising out of the removal of defects, or the supply of replacements or new goods shall be assumed by Seller. We expressly reserve the right to claim damages.
- 7.2 Unless specifically agreed otherwise in a Quality Assurance Agreement with Seller, we shall be obliged to inspect the goods within 7 working days for quality defects. This period of 2 weeks shall not commence until the goods have been delivered to the specified destination.
- 7.3 Any notice of defect shall be deemed to have been filed in due time if sent within 7 working days following the delivery of goods to the destination specified by us or, in the case of latent defects, if sent to Seller within 7 working days after the defect was discovered. If Seller has fraudulently concealed defects in the goods, it may not refer to the absence of a notice of defects.
- 7.4 Should Seller default in its obligation to remedy the defect, supply a replacement or new goods within 2 weeks following receipt of our notice of defects, we may reduce the purchase price or remuneration, or cancel the Agreement and claim damages or a reimbursement for our wasted expenses. If Seller is obliged to remedy the defects, supply replacement or new goods under a contract for work and services and should Seller fail to perform within the period specified in Sentence 1, we may remedy the defect and claim from Seller reimbursement

for the incurred expenses.

- 7.5 The claims we may assert due to defects are subject to the following periods of limitation:
 - a) For services provided for a building or work whose result consists in the provision of planning and supervision services therefor: 6 years following acceptance of the work.
 - b) For items that were used for a building according to their normal purpose of use and have caused it to be defective: 6 years following delivery.
 - c) In other respects, 3 years following the delivery of goods or acceptance of work performed.
- 7.6 Seller shall take appropriate quality assurance measures and furnish proof of such measures at our request.

8. THIRD PARTY RIGHTS, INDUSTRIAL PROPERTY RIGHTS, CONFIDENTIALITY

- 8.1 Seller shall be liable for ensuring that the delivered goods or performed work are free from third party rights and in particular shall not infringe upon industrial property rights. Seller shall be obliged to indemnify us, at our first written request, against any claims asserted against us by a third party for such reason.
- 8.2 Should there be any third party rights with regard to the performed work, we may exercise any rights or remedies available under law against Seller.
- 8.3 Seller undertakes to keep strictly confidential all confidential information, especially contract terms, technical and business information, samples, drawings etc. Such confidential information may not be copied or disclosed to third parties without our prior written consent. This provision shall not apply if such information is known to the general public or was or will be lawfully disclosed to Seller by third parties. Seller may use confidential information only in performance of the order and shall, at our option, return or destroy such information immediately after having completed the order. Above all, Seller may not use the information we provided to file applications to register its own industrial property rights, or for any other economic purposes. In the event of Seller's breach of its obligations under Section 8.3, Seller shall be held liable for the damage arising for us out of such breach and we may terminate the Contract in whole or in part.

9. INVOICE AND PAYMENT

- 9.1 After the completion of delivery or work invoices shall be sent to us in triplicate specifying our complete order data.
- 9.2 Unless otherwise provided, payment due dates



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will be computed from date of receipt of goods or services – in the case of a contract for work and services the date of acceptance of goods or services – and the date of receipt of the correct invoice.

- 9.3 Regarding parts subject to acceptance (e.g. initial sample inspection prior to serial production or single item production) Seller's services shall be deemed performed as soon as we have received both the delivered goods and the required documentation (company certificates, test requirements etc.). No payment shall be due and payable until Seller has completed the aforementioned delivery and services.
- 9.4 Payment of invoice shall not constitute acceptance of conditions or prices, or of the fact that the goods or services are free from defects.
- 9.5 Unless expressly agreed otherwise, payment of invoices shall be made, at our option, within 2 weeks with a 2% cash discount or net within 30 days.

10. FORCE MAJEURE

In case of Force Majeure and any unforeseen business disruptions, including, but not restricted to, lock-outs, strikes, shortage of raw materials or fuel, acts of any government or any other circumstances or events beyond our control causing limited or disrupted operations, we may delay performance of our obligations for a reasonable period of time and terminate the Contract in whole or in part thereafter without incurring liability.

11. MINIMUM WAGE LAW IN GERMANY

The Supplier is obliged to comply with all the obligations resulting out of the minimum wage law (Mindestlohngesetz). Furthermore, the Supplier is obliged to use only those sub-suppliers, which have committed themselves towards him to comply with all the obligations resulting out of the minimum wage law. The Supplier is obliged to provide us, on our request, with proof about the compliance with the minimum wage law. The Supplier is obliged to indemnify us from any claims and costs resulting out of claims according to § 13 Mindestlohngesetz due to the non-payment of minimum wage to own employees of the Supplier or employees of sub-suppliers. In case of any violation of the obligations resulting out of the minimum wage law by the Supplier, we are in addition entitled to terminate the contract for cause and without notice.

12. APPLICABLE LAW, JURISDICTION

- 12.1 These Purchase Terms shall be governed by German law, to the exclusion of the UN-CISG.
- 12.2 If Seller is a merchant, public corporation, or public asset, or if Seller has no jurisdiction in Germany, the parties shall agree that the venue for resolving disputes between the parties shall be in Wiesbaden. If Seller's place of general jurisdiction is not in Germany, we reserve the right to bring charges against Seller in any court of competent jurisdiction.

Effective from April 12th 2017