

International purchasing conditions of WDM Wolfshagener Draht- und Metallverarbeitung GmbH

These purchasing conditions apply to all transactions which we enter into with the supplier. The version of them which applies is the one that is valid at the time when the contract is concluded. The purchasing conditions apply if the supplier has its relevant place of business outside the Federal Republic of Germany.

We do not accept sales and supplier conditions or other Standard Terms of Business of the supplier.

Deviations from our order or from these purchasing conditions, in particular due to the transmission of different, differing or conflicting sales or other business conditions, require our explicit written agreement in order to be effective. If such agreement is not given, our purchasing conditions apply exclusively. In particular, any restrictions on the supplier's duties relating to liability for defects and damages are ineffective, as are set-off prohibitions or retentions of title. Our taking acceptance of the goods without raising an objection does not constitute our agreement to the supplier's terms of business.

Any text format (e.g. emails) satisfies the written form requirement within the meaning of these conditions.

1. Concluding of the contract

- 1.1. Our order is deemed to be binding at the earliest when it is submitted in writing or confirmed in writing. Before accepting the order, the supplier must draw our attention to any evident mistakes (e.g. spelling or arithmetical errors) in it or in the order documents, and to any respects in which it or they are incomplete. If this is not done, the contract is deemed not to have been concluded.
- 1.2. The supplier must confirm our order in writing within a period of 3 days. After that we are entitled to rescind our offer (order).
- 1.3. A delayed acceptance of our offer (order) is deemed to be a new offer and it needs to be accepted by us.

2. Delivery

- 2.1. The supplier undertakes to deliver the ordered products to us in the quality and quantity agreed, at the agreed prices, and at the agreed time and date. Even if this is not specifically agreed, the goods must comply with all the laws and other legal provisions and standards that apply in the Federal Republic of Germany.
- 2.2. Performance by subcontractors or other third parties requires our written agreement. This also applies to the replacement of a subcontractor that has already been approved by us.

- 2.3. The delivery date and time specified by us in the order is binding. If a delivery date and time has not been stated in the order or agreed elsewhere, it is 2 weeks after the concluding of the contract.
 - 2.4. If the supplier can see that the agreed delivery deadline cannot be met, it must notify us of this in writing without delay. The new time and date of delivery must be stated at the same time. The revised delivery deadline is binding and it must be met without fail. If it is not met, we are entitled to cancel the contract immediately and to demand damages.
 - 2.5. In the event of culpable failure to meet the delivery deadline, we are entitled to demand a contractual penalty of 0.1% of the net price of the undelivered goods for each working day that the delay lasts – subject to an overall maximum of 5% of the delivery price. This does not exclude the right to make a further claim for damages. The contractual penalty is deducted from any claims for damages.
3. Prices, payment terms, invoice details
 - 3.1. The price shown in our invoice is binding.
 - 3.2. Unless otherwise agreed in writing, the price includes delivery and transportation to the shipping address stated in the order together with the packaging.
 - 3.3. If according to the agreement that has been reached the price does not include the packaging, and if the amount to be paid for any packaging that is not merely provided on loan is not explicitly stated, it must be charged for at the verifiable cost price. If we demand this, the supplier must take the packaging back at its own expense.
 - 3.4. If not otherwise agreed, we will pay with 3% prompt payment discount within 14 days following the delivery of the goods and receipt of the invoice, or net within 60 days. The payments that we have to make will be deemed to have been made on time if our bank has received the transfer instruction by the payment deadline.
 - 3.5. Our order number and the article numbers, delivery quantity and delivery address must be stated in all the order and shipping documents and all the invoices. If any of these items of information is missing, and if this leads to a delay in our processing of the order as part of our normal business operations, the payment deadlines stated in clause 2.4 above shall be extended by the length of the delay.
 - 3.6. Any arrears interest rate is limited to a maximum of 5%. The supplier has no further entitlements to charge interest.
 4. Partial delivery, transfer of risk
 - 4.1. The supplier is not entitled to make partial deliveries without our prior written agreement.
 - 4.2. Even when the shipping has been agreed, the risk is only transferred to us once the goods are handed over to us at the agreed delivery location.
 5. Transfer of ownership

- 5.1. Ownership of the goods is transferred to us once they are delivered to us.
- 5.2. The supplier has no right whatsoever to any retention of title.

6. Goods which do not conform to the contract, goods subject to third party property rights
 - 6.1. Unless otherwise specified below, our rights in the event of the goods not conforming to the contract or in the event of defective title or other breaches of duty by the supplier are as specified in the legal provisions.
 - 6.2. The goods also do not conform to the contract if the documentation to be provided by the supplier in relation to the goods is incomplete, or if the goods differ from samples or pre-production batches.
 - 6.3. The supplier warrants that the composition and design of the delivered goods have not been altered compared to earlier non-defective deliveries of the same kind unless such changes have been agreed with us beforehand.
 - 6.4. In respect of the duty of businesses to make a complaint in respect of any defect immediately on receipt of the goods, the legal provisions apply subject to the following: our duty to inspect the goods is limited to defects which are evident to us when we examine the outside of them and the shipping documents as part of our inspection of incoming goods and when we undertake sampling as part of our quality control process (e.g. transportation damage, wrong or short delivery). Otherwise, our duty depends on the extent to which examination is feasible and may be expected to be carried out in the specific circumstances in accordance with proper business practice.
Our duty to make a complaint in respect of subsequently discovered defects remains unaffected. Our complaints are in all cases deemed to have been made on time if they are received by the supplier within 14 days following the receipt of the goods, or following the discovery of the defects if they are identified later.
 - 6.5. The expenses incurred by the supplier for the purposes of carrying out checks and rectification must also be borne by it if it turns out that there was in fact no defect. Our liability to provide compensation in the event of an unjustified demand to rectify defects remains unaffected. However, we are only liable if we realised that there was no defect, or if we failed to realise this owing to our gross negligence.
 - 6.6. If the supplier does not fulfil its obligation to undertake subsequent performance within a reasonable time limit – either through rectification or replacement delivery depending which is chosen by us – we may rectify the defect ourselves and demand reimbursement from the supplier of the expenses required for this as well as a reasonable advance payment. It is not necessary for a time limit to be set if the rectification has failed or we cannot reasonably be expected to undertake it – for instance owing to particular urgency or the imminent risk of disproportionate loss or damage. We will if possible notify the supplier of this beforehand.

7. Limitation

- 7.1. Unless otherwise specified below, the limitation periods for the contracting parties' respective claims are as specified in the legal provisions.
- 7.2. The limitation period for claims in respect of goods which do not conform to the contract or goods with defective title is three years as from the transfer of risk.
- 7.3. Furthermore, claims in respect of defective title are not statute barred as long as the third party can still assert its title against us – in particular due to lack of a limitation period.
- 7.4. The statutory limitation periods under purchasing law, including the aforementioned extension, apply to all contractual defects claims. If we also have non-contractual rights to claim damages due to a defect, the standard statutory limitation period applies to such claims.

8. Assignment

The supplier is not entitled to assign to third parties its claims which arise from this contract. This does not apply to monetary claims.

9. Confidentiality

- 9.1. The supplier is obliged to maintain the confidentiality of the conditions of our orders and of all the information and documents provided to it for the purpose of performing the contract (except for information which is in the public domain) for a period of 3 years after the contract is concluded, and to use such information and documents only for fulfilling our orders. Once enquiries have been dealt with or orders have been completed, it will return all such information and documents to us without delay if requested to do so.
- 9.2. The supplier must not without our prior agreement refer to its business relationship with us in its advertising materials, brochures or homepages etc., and it must not exhibit articles that have been produced for delivery to us.

10. Other provisions

- 10.1. The place of performance, payment and fulfilment in respect of all the obligations arising from the contract entered into with the supplier is 16928 Groß-Pankow/Germany. The agreeing of Incoterms does not alter these performance rules.
- 10.2. The legal relationship between the supplier and us is governed by the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.80 (CISG) and the relevant practices in Groß-Pankow/Germany. In instances where the CISG does not apply, German law which is not internationally standardised applies.
- 10.3. All disputes which arise from or in connection with the contractual relationships between the customer and us will be definitively settled according to the arbitration rules of the Deutsche Institution für Schiedsgerichtsbarkeit e. V. (DIS) [German

Institution of Arbitration], excluding recourse to the ordinary courts. The location of the arbitration proceedings is Frankfurt. The language of the arbitration proceedings is English. The number of arbitrators is 1 if the amount in dispute is less than or equal to EUR 100,000, and 3 arbitrators must be used in the case of larger amounts.

11. Data protection clause

We collect data relating to the supplier when processing contracts. In doing so we adhere to the provisions of the Federal Data Protection Act and the Telemediengesetz (TMG) [Telemedia Act]. We only collect, process or use the supplier's master data and usage data insofar as this is required in order to process the contract or for the use of teleservices and the billing of such use.