

## General Conditions of Purchase of Wilhelm Layher GmbH & Co. KG

### Clause 1 General, area of validity

1.1. Our Conditions of Purchase shall apply exclusively; we do not accept any contrary conditions of sale or general terms of business which you may have, and we herewith object to them. Our Conditions of Purchase shall also apply to all future business transactions, even if they are not explicitly agreed again.

Our Conditions of Purchase shall apply even if we carry out your delivery without reservation in the knowledge of your terms and conditions which are contrary to or deviate from our Conditions of Purchase.

1.2. All agreements which are made between you and us for the execution of contracts must be set out in writing in this contract.

1.3. Our Conditions of Purchase shall only apply to dealings with business enterprises as defined in Section 310 (4) of the German Civil Code (BGB)

### Clause 2 Offer, offer documents, written form, deviating order confirmation

2.1. Any expertise of which you learn as a result of our order may not be made accessible to any third party without our explicit written consent.

2.2. Our expertise may only be used for production on the basis of our order and must be kept confidential; Clause 9 sub-section 2 shall apply in a supplementary capacity.

2.3. Any orders by us shall only be legally valid if they have been issued in writing with legally binding force. The same shall apply to any additions, alterations or supplementary agreements. Any orders, additions, alterations or supplementary agreements which deviate from this provision shall be null and void. Any deficiency in the form of the order shall not be remedied by our receipt of your delivery. We herewith object to any order confirmations which deviate from our order. Our written order confirmation alone shall determine the scope, content and pricing of every delivery.

### Clause 3 Prices, Conditions of payment, rights of set-off and retention, payment before the deadline for notification of defects

3.1. The price specified in our order shall be binding. In the absence of any contrary written agreement, the price stipulated in the order shall include delivery "free to the client's premises" and the necessary packing units, e.g. pallets or box pallets.

3.2. We are only able to process invoices and delivery documents if they show the order and material numbers as specified in our order. The supplier shall be responsible for all consequences which arise from a failure to comply with this obligation unless it proves that it is not responsible for this failure.

3.3. In the absence of any written agreement to the contrary, we shall pay the purchase price with a discount of 3% within 14 days after the receipt of the delivery and the invoice, or without deduction within 30 days after the receipt of the delivery and the invoice.

3.4. We shall be entitled to the statutory rights with regard to any set-off and retention of our claims.

3.5. Any payments shall be made subject to the result of our inspection of the goods and the quantities. Any payment before the end of our inspection and complaint periods as stipulated in Clause 6 shall not be deemed to mean that we have inspected the goods or quantities delivered by you, waived any complaint against deficiencies in quality or quantity or that we have approved the delivery. Any amounts that are found to have been overpaid as a result of deviations in quality or quantity shall be refunded by you.

### Clause 4 Delivery period, partial call for deliveries, adaptation of delivery quantities

4.1. The delivery period stipulated in the order or any call for deliveries shall be binding.

4.2. You shall notify us without delay in writing if any circumstances arise or become apparent which indicate that the agreed delivery period cannot be adhered to.

4.3. In the event of any delay in delivery, we shall be entitled to the statutory rights. In particular, we shall be entitled to claim compensation instead of performance and to revoke the contract if the supplier fails to effect delivery after a reasonable extension period set by us has elapsed. If we demand compensation, you shall be entitled to prove that you are not responsible for the violation of your obligations.

4.4. Up to 4 weeks before a delivery date we shall be entitled to call for partial deliveries of the quantity ordered for this delivery date. We shall be entitled to designate a later delivery date for the delivery of the remaining delivery quantity not accepted in a partial delivery call at the original delivery date. Your concerns shall be reasonably taken into account in any calls for partial delivery.

4.5. In the event of a decline in business due to unforeseeable events, i.e. force majeure, we shall be entitled to adjust the ordered delivery quantity to our requirements up to 4 weeks before the delivery date. In this case your concerns shall be reasonably taken into account. If we exercise this right, you shall not be entitled to any further rights as a result of this adjustment in quantity.

### Clause 5 Transfer of risk, delivery, documents

5.1. The transfer of risk shall take place when the goods are unloaded and delivered at the unloading point specified by us. Insofar as there is no contrary written agreement, the delivery shall be "free to the client's premises".

5.2. On all consignment documents and delivery notes you shall quote our order and material number exactly; if these details are missing, we shall not be responsible for any delays in processing.

### Clause 6 Investigation of defects, warranty, expiry by limitation, guarantee, compliance with standards

6.1. We shall be obliged to inspect the goods for any deviation in quality or quantity within a reasonable period; our complaint shall be deemed to be in good time if it is received by the supplier within a period of 21 working days after the receipt of the goods, or within 14 working days after the discovery of the defect in the event of hidden defects.

6.2. We shall be entitled to the statutory claims arising from defects without any restriction; in any case, we shall be entitled to demand that the supplier remedy the defect or deliver new goods at our discretion. The right of compensation, especially the right of compensation instead of performance, is explicitly reserved.

6.3. The period of limitation shall be at least 36 months from the transfer of risk, insofar as the law or the contract do not specify any longer period of limitation.

6.4. The agreed periods shall be decisive for any contractual guarantee agreements.

6.5. You give your assurance that all goods supplied by you comply with all specifications, requirements or directives which are applicable within the EU.

### Clause 7 Product liability, indemnity, liability insurance

7.1. Insofar as you are responsible for any damage to the product, you shall be obliged to indemnify us on first demand against any claims for compensation by third parties insofar as the cause lies in your sphere of authority and organisation and you are yourself liable in any dealings with external parties.

7.2. Within the framework of your liability for cases of damage as set forth in sub-section (1), you shall also be obliged to reimburse any expenditure pursuant to Sections 683 or 670 of the German Civil Code (BGB) or pursuant to Sections 830, 840 or 426 of the Civil Code which arises from or is connected with any recall activities carried out by us. We shall inform you of the content and extent of any recall measure which is to be implemented, as far as this is possible and reasonable, and shall give you the opportunity to make a statement on the matter.

This shall be without prejudice to any other legal claims.

7.3. The contractor undertakes to take out product liability insurance for an amount of 10 million EUR per claim for personal injury / property damage; if we are entitled to any further compensation claims, they shall remain unaffected.

## Clause 8 Property rights

- 8.1. You warrant that no rights of any third parties within the European Union are violated in connection with your delivery.
- 8.2. If claims are made against us by a third party for this reason, you shall be obliged to indemnify us in full against such claims on our first written request.
- 8.3. Your obligation to indemnify us shall apply to all expenses which we necessarily incur as a result of or in connection with any claims made by a third party.
- 8.4. The period of limitation shall be ten years from the conclusion of contract.

## Clause 9 Secrecy

- 9.1. You shall be obliged without exception to maintain strict confidentiality concerning all technical data and all other documents and information which you receive. They may only be disclosed to third parties with our explicit written approval.
- 9.2. The obligation of confidentiality shall continue to apply even after the expiry of this contract; it shall lapse if and insofar as the production knowledge contained in the technical data and the other documents and information provided has become generally known.
- 9.3. The disclosure of confidential information and the possible transmission of documents, samples or models does not mean any rights to intellectual property or know-how and does not constitute publication and no prior use within the meaning of the Patent and Utility Model Law.

## Clause 10 Sole place of jurisdiction, place of performance

- 10.1 If the parties are registered business enterprises, legal entities under public law or special funds under public law, the sole place of jurisdiction, including any court action related to bills of exchange, cheques and summary proceedings and irrespective of the dispute value, shall be the Local Court (Amtsgericht) of Brackenheim, which is responsible as the factual and local court of first instance for our registered place of business, however we shall also be entitled to file court action against you at the court responsible for your place of business or residence. The same shall also apply if you do not have a general place of jurisdiction within Germany or if you have moved your place of business or residence or your customary place of abode out of Germany after the conclusion of the contract, or if your place of business or residence or your customary place of abode is not known at the time when court action is filed.
- 10.2 Insofar as no other arrangement is stipulated in the order, our registered place of business in Güglingen-Eibensbach shall be the place of fulfilment.

## Clause 11 No UN commercial law

The laws of the Federal Republic of Germany shall apply exclusively, or shall take priority. UN commercial law shall not apply.

## Clause 12 Data protection, security

- 12.1 We collect your personal data exclusively for the purpose for which you provide us with your data. Your personal data will only be used within the Layher Group.
- 12.2 You are in agreement and authorise us to process, store and evaluate the data which we have received in connection with our business relationship in compliance with the applicable data protection regulations.
- 12.3 You can call up our data protection declaration and other data protection information on our website under <http://www.layher.com/en/html/datenschutz.htm>.