



## **General terms of purchasing of ComS.I.T. AG**

## **§ 1 General provisions- scope**

- (1) Our terms of purchasing apply exclusively; we do not acknowledge contrary terms or terms deviating from our terms of purchasing of the supplier, unless we consented to their application expressly in writing. Our terms of purchasing shall also apply if we accept the delivery of the supplier without reservation whilst having knowledge of contrary terms or terms of the supplier deviating from our terms of purchasing.
- (2) All agreements entered into between us and the supplier for the purpose of executing this contract are to be set out in writing in such contract.
- (3) Our terms of purchasing shall only apply vis-à-vis entrepreneurs pursuant to § 310 para. 1 BGB [German Civil Code].

## **§ 2 Offer- offer documents**

- (1) The supplier is obliged to accept our purchase order within a period of 2 days.
- (2) The supplier is obliged exclusively to offer and deliver original goods in the respective original packaging.
- (3) We reserve our ownership rights and copyrights regarding all pictures, drawings, calculations and other documents; they must not be made accessible to third parties without our express written consent. They are to be used exclusively for the production based on our purchase order; after execution of the purchase order, they are to be returned to us without the necessity for a request. They are to be kept a secret vis-à-vis third parties; in this respect, the regulation under § 9 para. (5) shall apply additionally.

## **§ 3 Prices- terms of payment**

- (1) The price shown in the purchase order shall be binding. Unless otherwise agreed in writing, the price shall include packaging. The return of the packaging shall require a special agreement.
- (2) We can process invoices only if they show the purchase order number stated in our purchase order in accordance with the specification in our purchase order; the supplier shall be responsible for all consequences arising due to the failure to comply with this obligation unless the supplier can prove that this was not at its fault.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with a cash discount of 2 % and within 30 days after receipt of the invoice net.
- (4) We shall be entitled to offsetting rights and rights of retention to the legal extent.

#### **§ 4 Delivery period and terms of delivery**

- (1) The delivery time stated in the purchase order shall be binding.
- (2) The supplier undertakes to inform us immediately in writing if circumstances occur or become apparent which suggest that the specified delivery period cannot be adhered to.
- (3) In the case of default of delivery, we shall be entitled to the legal claims. We shall be entitled in particular to request damages in lieu of performance and rescission after futile expiry of a reasonable period of time. If we request damages, the supplier shall be entitled to prove that the violation of duty is not at its fault.
- (4) If the weight of the goods exceeds 20 kg, the supplier shall undertake to notify us prior to the delivery. If the supplier fails to inform us in this connection and ships the goods without our express consent, the supplier shall bear possible costs.
- (5) The supplier has to ensure that the REACH regulation as amended is complied with. In this respect, there is a duty to inform ComS.I.T. AG.

#### **§ 5 Passing of the risk- documents**

- (1) Unless otherwise agreed, the delivery has to take place free domicile.
- (2) The supplier is obliged to state our order number exactly on all shipment documents and delivery notes; if the supplier fails to do so, any delays in the processing caused by that shall not be at our fault.

#### **§ 6 Examination for defects- liability for defects**

- (1) We are obliged to examine the goods within a reasonable period of time for possible and directly visible variations in quality and quantity; the notification of such variations shall be timely if it is received by the supplier within a period of 7 working days, calculated from the day of goods receipt or in the case of hidden defects calculated from discovery.
- (2) We shall be entitled to the legal claims based on defects without restrictions; we shall be entitled in any case to request remedy of defects or delivery of a new item at our option. The right for damages, in particular damages in lieu of performance, shall remain expressly reserved.
- (3) We shall be entitled to remedy the defect ourselves at cost of the supplier if the supplier is in default.
- (4) The period of limitation amounts to 24 months, calculated from the passing of the risk, unless the mandatory provisions under §§ 478, 479 BGB apply.

## **§ 7 Product liability- indemnification- third-party liability- insurance coverage**

- (1) To the extent that the supplier is responsible for product damage, the supplier shall be obliged to indemnify us upon our first request from all claims for damages of third parties insofar as the cause lies within the supplier's sphere of control and responsibility and the supplier itself is liable in relation to third parties.
- (2) Within the framework of the supplier's liability for cases of damage within the meaning of para. (1), the supplier shall also be obliged to reimburse possible expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB which result from or in connection with a product recall carried out by us. As far as possible and reasonable, we will inform the supplier about the content and scope of the product recall measures to be carried out and give the supplier the opportunity to comment. Other statutory claims shall remain unaffected.
- (3) The supplier undertakes to maintain a third-party liability insurance with a lump-sum coverage sum of € 2 million per personal injury/damage to property; if we are entitled to further claims for damages, such claims shall remain unaffected.

## **§ 8 Property rights**

- (1) The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with its delivery.
- (2) If third parties assert claims against us in this respect, the supplier shall be obliged to indemnify us from these claims upon our first written request; we shall not be entitled to enter into any agreements whatsoever with the third party without consent of the supplier; in particular to effect a compromise.
- (3) The indemnification duty of the supplier relates to all expenses which are necessarily incurred by us under or in connection with the assertion of claims by a third party.
- (4) The period of limitation amounts to 24 months, calculated from the passing of risks.

## **§ 9 Reservation of ownership- provision- tools- secrecy**

- (1) If we order parts from the supplier, we shall reserve the ownership in this respect. Processing or transformation by the supplier shall be carried out for us. If our reserved goods are processed with other items not belonging to us, we shall acquire the co-ownership in the new object in the proportion of the value of our object (purchasing price plus VAT) to the other items processed at the time of the processing.

- (2) If the object provided by us is inseparably mixed with other items not belonging to us, we shall acquire the co-ownership in the new object in the proportion of the value of the reserved object (purchasing price plus VAT) to the other items mixed at the time of the mixing. If the mixing takes place in such manner that the object of the supplier is to be considered as main object, it shall be deemed as agreed that the supplier transfers to us the proportionate co-ownership; the supplier shall keep in custody the sole ownership or co-ownership for us.

## **§ 10 Place of jurisdiction- place of performance**

- (1) If the supplier is a merchant, our place of business in Zolling shall be the place of jurisdiction; however, we shall be entitled to sue the supplier also at its court of domicile.
- (2) Unless otherwise provided for in the purchase order, Zolling shall be the place of performance.