

The following terms and conditions apply exclusively to our orders. Any terms and conditions of the supplier printed with different wording will not cancel our terms and conditions and will in no case become part of the contract, even if we do not expressly object to them. The supplier accepts our terms and conditions on delivery of the goods. If the goods are accepted without express objection, acceptance of the contractual partner's terms and conditions of delivery cannot be inferred from this under any circumstances. Agreements that deviate from our terms and conditions require our written acknowledgement.

## 1. Orders and Order confirmation

All deliveries and services to us must be based on written orders, otherwise we cannot accept the invoices. Oral agreements require written confirmation. Every order must be confirmed within 10 days at the latest; failure to do so will be deemed to amount to full acceptance of our order.

## 2. Pricing

Unless otherwise agreed, all deliveries and services must be provided at the fixed price including packaging and all ancillary costs, free our works or free to our railway station. Any costs incurred in excess of the fixed price will not be remunerated; the contractor expressly and irrevocably waives any subsequent claim. All costs arising from non-compliance with our shipping instructions must be borne by the supplier. We are not obliged to pay advance freight charges or accept cash on delivery shipments. The prices stated in the order can only be increased with our written consent.

## 3. Packaging

If it is necessary or customary to package the delivery item, the supplier must ensure that it provides sufficient packaging. We will only pay for packaging if remuneration for it has been agreed expressly. The packaging must be credited back to us at the invoiced amount in the case of freight-free return.

## 4. Delivery

Deviations from our contracts and orders are only permissible with our prior written consent. Delivery must be made on the dates specified by us in the orders, individual call-offs or delivery schedules. The delivery dates specified in our order must be bindingly complied with. Non-compliance with them will equate with default, which brings an obligation to recourse. If these dates are not met due to a circumstance for which the supplier is responsible, without prejudice to any further legal claims, we are entitled at our discretion to withdraw from the contract, to procure a replacement from a third party and/or to claim damages for non-performance. The supplier must reimburse us for all additional costs incurred due to delayed deliveries or services. As soon as there are indications of a change in the delivery date, the supplier is obliged to notify us immediately, specifying the reasons and the expected duration of the delay, that the performance will not be possible in full or in part on time. Obligations arising from default and recourse remain in force.

## 5. Dispatch

Each consignment must be immediately accompanied by a delivery note or a dispatch note. Delivery notes, dispatch notes, consignment notes, parcel labels, invoices and the like as well as all correspondence must indicate the number and date of the order and our material key number. The gross, tare and net weights must also be shown on the shipping documents. Deliveries for which we have to bear the freight costs in whole or in part must be transported at the most favourable conditions unless otherwise agreed in writing. The risk of loss and deterioration of the goods only passes to us when the goods have been handed over to us or at the agreed destination.

## 6. Invoicing

A single copy of the invoices must be sent to us immediately after delivery. All invoices must show the number and date of the order, and the order number and material key number. Under no circumstances may invoices be attached to deliveries.

## 7. Payment

Payment with 3% discount 14 days after delivery, receipt of invoice and approval or after 60 days without deduction. Our payment does not release the supplier from its warranty obligation (clause 10 of our Terms and Conditions of Purchase). If early delivery is accepted, the due date will be based on the agreed delivery date. Payments can be made by cheque, bank transfer or discountable acceptance. If delivery is defective, we are entitled to withhold payment pro rata until proper performance. The supplier is not entitled to assign their claims against us or to have them collected by third parties without our prior written consent, which may not be unreasonably withheld.

## 8. Surrendered objects, rights

All drawing and working documents which we release for the manufacture of the delivery item or for the creation of the service are our property. Any reproduction, exploitation or communication to third parties is punishable by law and will be prosecuted (Copyright Act, Unfair Competition Act, German Civil Code). We reserve all rights in the event of the grant of a patent (Section 7(1) Patent Act) or the registration of a CTM (Section 5(4) CTM Act). Objects handed over by us for treatment and processing remain our property and must be held for us. If we suffer a loss of rights in the case of items handed over for processing as a result of the provisions of Sections 947 to 950 BGB (Bürgerliches Gesetzbuch [German Civil Code]), we will be entitled to compensation in accordance with Section 951 BGB.

## 9. Acceptance

Industrial disputes, operational disruptions, unforeseen and unavoidable changes in production and other circumstances which result in a reduction of our requirements, will release us from the obligation to accept, as will cases of force majeure. The work already rendered will be remunerated in accordance with Section 649 BGB.

## 10. Warranty

The supplier assumes full warranty for its entire performance, the quality of the workmanship, the use of flawless material as well as compliance with the warranted or agreed properties for a period of 24 months after delivery or acceptance of the performance, also for any sub-suppliers, unless an agreement has been reached. In addition, the supplier guarantees that the regulations applicable at the time of delivery, e.g. those of the employers' liability insurance associations, the law on technical work equipment, the valid accident prevention regulations and the machine protection law are met in all points or that the VDE regulations and/or VDE guidelines are complied with for the electrical part. In the event of defects, we reserve the right to reduce the purchase price, to withdraw from the contract, to demand compensation for non-fulfilment and/or to demand rectification of defects or replacement delivery. If the supplier does not immediately meet its obligation to remedy defects or make a replacement delivery, if the supplier refuses to meet these obligations or if the supplier is unable to make a replacement delivery, we may assert the above warranty rights without setting a further deadline. In urgent cases, we are entitled, after consultation with the supplier, to carry out the rectification ourselves or to have it carried out by a third party. The costs arising from this will be borne by the supplier. The warranty period for deliveries and services starts when they are handed over to us and accepted by us at the place of performance. We may commission third parties to receive the deliveries and services. The warranty period will restart for repaired or replaced deliveries and services. The supplier waives the objection of delayed notification of defects (Section 377 HGB (Handelsgesetzbuch [German Commercial Code])). The supplier will be liable for hidden defects even if these only become apparent after manufacture or within the warranty periods agreed with our customers in the use of the products manufactured by us. Hidden defects also entitle us to demand compensation for materials used and salaries expended for no benefit. If a defect is due to a circumstance for which the supplier is responsible or if the delivered goods lack a warranted characteristic, the supplier will also be liable for consequential damage resulting from the use of the supplier's goods or work. The supplier is obliged to indemnify us from any resulting claims of third parties. In the case of notifications of defects, the warranty period will be extended by the period between the notification and the rectification of the defect. In the event of a replacement delivery or rectification of defects, the warranty period for the repaired or newly delivered part will be extended by a further 24 months.

## 11. Certificates

If a manufacturer's declaration or a declaration of conformity (CE) within the meaning of EC Machinery Directive 98/37/EC is required for the product to be delivered, the supplier must enclose this with the product or the delivery note. Additional certificates required in our orders must also be enclosed by the supplier with the delivery or the delivery note without being requested. In the event of delays caused by missing certificates at the time of delivery, we reserve the right to extend the term of payment in accordance with the period of the delay

## 12. Confidentiality

The supplier is obliged to treat all commercial, technical and operational information provided or otherwise made known within the scope of this business relationship as confidential and not to make it accessible, either directly or indirectly, to third parties, either in whole or in part. This applies in particular to drawings, parts lists and work plans. In addition, the supplier is obliged to use the documents provided to it exclusively for the purposes provided for in the contract. All industrial property rights to which Hammelmann GmbH is entitled (patent rights, utility model rights, copyrights) will be recognised by the supplier without restriction. This also applies to industrial property rights of third parties used by Hammelmann GmbH. The obligation to maintain secrecy exists irrespective of whether the information etc. to be kept secret has been expressly designated as confidential or as a trade secret. It continues to exist even after termination of the business relationship. When individual orders terminate, when the business relationship ends or otherwise at the request of Hammelmann GmbH, the supplier must immediately return to Hammelmann GmbH all documents in its possession. This applies to originals of the documents as well as copies. Hammelmann GmbH is entitled to a contractual penalty of €25,000 for each case of breach of one of the obligations regulated in this section, with the exclusion of the continuation connection. Hammelmann GmbH reserves the right to assert a further claim for damages. The contractual penalty paid will be credited against this claim for damages. We reserve the right to prosecute breaches of criminal law.

## 13. Items

Moulds, models, tools, lithographs, printing plates, etc. which have been manufactured by the supplier for the execution of the order become the property of the customer upon payment, even if they remain in the possession of the supplier. This also applies if the tool costs are only to be paid pro rata by the customer. The transfer of ownership to Hammelmann GmbH must be confirmed by the supplier. On request, these items must be handed over to the customer. Hammelmann GmbH is exclusively permitted to use these items.

## 14. Special conditions for the purchase of services in the fields of advertising, trade fairs and exhibitions

The supplier grants us rights of use, unlimited in terms of time, content and location, to all services provided on the basis of the order in word, image and three-dimensional form, including the right to publish and reproduce. This also applies to services which the supplier has purchased from third parties in execution of the order. If there are copyrights, rights of use or exploitation rights of third parties in such services, the supplier must procure the rights to these performances for us at the latest on delivery of the delivery item. The supplier waives the right to affix the copyright designation unless expressly agreed otherwise. After completion of the work, the final artwork, originals, negatives, sketches, drafts and other execution documents must be returned to us, even if we did not provide them.

## 15. Origin of goods

The delivered goods must meet the conditions of origin of the preferential agreements of the EEC, unless expressly stated otherwise in the order confirmation and invoice.

## 16. Execution of works

Persons who carry out work within our factory to fulfil the contract must observe the provisions of the respective factory regulations (FB-F1-12 "External Companies Policy"); the regulations in place for entering and leaving the above factory facilities must be observed. We accept no liability for any accidents that may happen to these persons on our premises or in the factory facilities.

## 17. Other

If any provision of the terms and conditions of purchase or the other contractual agreements be or become invalid, this will not affect the validity of the remainder of the contract. The contracting parties will be obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success. Amendments and supplements to these terms and conditions and the other contractual agreements must be in the written form in order to be effective. The contractual relationship is subject to the law of the Federal Republic of Germany or, alternatively, by the UN Convention on Contracts for the International Sale of Goods.

## 18. Place of performance and jurisdiction

Place of performance is Oelde, place of jurisdiction for both parties is Beckum (local court) or Münster/Westf. (regional court).