

between

**Dautel GmbH  
Dieselstraße 33  
74211 Leingarten**

and

-hereinafter referred to as "Contractual Partner" -

## 1. Agreed terms and conditions

These Terms of Purchase shall apply to our orders under the exclusion of possible Terms of Sale of the supplier, which we object to in advance. With the execution of our order, our Terms of Purchase shall be recognised for these and all following orders, even if reference is made to its terms and conditions in an order confirmation, a delivery note, an invoice or in other letters of the supplier.

## 2. Order

Orders are only binding in a written or telex form. Orders by telephone or orally or supplements to orders require our written or telex confirmation.

## 3. Protection obligations

Drawings, models, matrices, templates or samples, which are made available by us, shall remain our property. Insofar as drawings, models, matrices, templates or samples are developed for us in execution of the order, they shall become our property. The supplier exclusively and irrevocably assigns us all rights, which are established for us in execution of the order according to the patent law, the law governing utility models and registered designs. The supplier irrevocably grants us an exclusive right of use with regard to the presentations developed for us in execution of the order such as drawings, sketches, samples, etc. The compensation for the assignment and granting of these rights is also included in the prices for parts. The supplier explicitly undertakes neither to reproduce, nor inspect nor hand over to third parties, nor make accessible or other use for any purpose aside from our orders the documents and objects, made available to it, without our prior written consent, and the goods produced accordingly neither to deliver to third parties in the raw condition, nor as semi- or finished products. The supplier undertakes to analyse and treat confidentially as business secrets such documents and objects as well as the know-how assigned by us within the framework of the business relationship. The supplier also has to maintain secrecy concerning all knowledge gained by their use; this shall not apply if these become accessible to the public without its assistance. The

Resp. for process	Sub-process	Resp. for sub-process	Release QMB	File	Status	Page
Wimmer	6.1 SEK	Employees of Dautel GmbH	Hofman	Q-Portal	05.12.12	1 of 4

supplier assumes the liability for damages, which we suffer from the culpable breach of this obligation. All documents and objects are to be handed over to us insofar as they are no longer required for executing the order.

#### 4. Prices

The prices stated in the order are fixed prices including packaging, freight, insurance and other secondary costs, fees or duties (DDP Leingarten Incoterms 2000). If the prices have not yet been stipulated when the order is placed then these are to be entered by the supplier in the copy of the order which is to be returned. A contract shall only be concluded if we have accepted the prices. Price increases will only become effective if they have been agreed with us in writing before the delivery. If the supplier generally reduced the prices agreed with us after conclusion of the contract however within the payment deadline then the reduced price is also to be charged towards us for the executed delivery.

#### 5. Delivery, deadlines, impediments

The risk of service shall pass to us with the proper delivery (DDP Leingarten). The proper delivery presumes the compliance with the following terms of delivery:

- 5.1 The customary or agreed packaging regulations must be complied with precisely, incurred additional costs or losses by the non-compliance shall be for the burden of the supplier. The supplier shall be liable for damages to the goods, which are caused as a result of faulty packaging, also after passing of the risk.
- 5.2 We are to be informed of the time of delivery in plenty of time.
- 5.3 A delivery note is to be enclosed with each delivery; our order number as well as the other required data are always to be stated on the note as well as on invoices and in the other written correspondence.
- 5.4 If the delivery dates/deadlines stated in the order are not objected to within 10 days after receipt of the order then the dates stated by us are to be seen as binding. The agreed delivery times are binding. If delivery times are not determined according to the calendar the start of the deadline is the time of the receipt of our binding order. Deliveries may neither be made too early nor too late. A premature delivery does not lead to the earlier due date of the delivery price.
- 5.5 Insofar as a delay in the delivery, which cannot be avoided, is to be expected the supplier undertakes to notify us hereof immediately with the simultaneous offer of a new delivery date. If this is later than 2 weeks after the agreed delivery date we are entitled to cancellation.
- 5.6 If a delivery or an agreed partial delivery is culpably not carried out as of the agreed date in full or in part we are entitled to cancel the contract after the unsuccessful expiry of a deadline of 2 weeks and to request reimbursement of expenses as well as reimbursement of the damages to trust or damages instead of the service.

Resp. for process	Sub-process	Resp. for sub-process	Release QMB	File	Status	Page
Wimmer	6.1 SEK	Employees of Dautel GmbH	Hofman	Q-Portal	05.12.12	2 of 4

We are not obliged to accept partial, additional or shortfall in deliveries which have not been agreed.

- 5.7 Force majeure entitles us to cancel the contract in full or in part or in case of temporary impediments (e.g. strikes, lockouts, interferences to operation, etc.) to postpone the acceptance to a later time. The supplier is not entitled to a claim for damages in these cases.
- 5.8 Our claim for reimbursement of possible damages on default is not affected by a delivery made with delay or the exercising of the right to cancellation.

## 6. Invoicing and terms of payment

- 6.1 The order codes as well as the numbers of each individual position are to be stated in invoices. As long as these details are missing, invoices are neither verifiable, nor due and payable. The invoice is to be sent in duplicate to the respective address stated on the order; it may not be enclosed with the deliveries.
- 6.2 Insofar as no special payment has been agreed, we shall pay within 15 workdays with 3 % cash discount or within 30 workdays net. Decisive is the invoice receipt date. If the delivery is subsequently made, the date of the day shall apply on which the delivery is carried out or, insofar as envisaged, the object of delivery has been accepted.

## 7. Guarantee and warranty

- 7.1 The supplier assumes the guarantee for the fact that the goods have the stated condition as presumed according to the contract, comply with the recognised rules of technology and do not feature any defects which impair the use, consumption or the processing.
- 7.2 Agreed material or quality certificates must be enclosed with each delivery.
- 7.3 The supplier shall be responsible for ensuring that it has set up and maintains an effective quality assurance system for quality tests for its products. Insofar as not otherwise agreed in an individual case, the quality assurance system must at least comply with the requirements according to DIN EN ISO 9001 in its respective newest version whereby a further development is expected according to VDA 6.1 and QA 9000.
- 7.4 Insofar as the commercial obligation for inspection and report applies, we shall report damages in transit or obvious defects immediately. Beyond the responsibility for random sample tests we will examine each delivered part for recognisable defects before the processing. The supplier recognises that this type of the examination is to be seen as an examination which is useful in the proper course of business. Discovered faulty parts will be separated and reported immediately.
- 7.5 Irrespective of the rights of recourse according to §§ 478 f BGB the supplier shall assume warranty for goods which are not delivered as per agreement or faulty goods as follows:

Resp. for process	Sub-process	Resp. for sub-process	Release QMB	File	Status	Page
Wimmer	6.1 SEK	Employees of Dautel GmbH	Hofman	Q-Portal	05.12.12	3 of 4

We shall still also be entitled to the option between the follow-up delivery and subsequent improvement if the defects are only determined during the processing. Instead of the subsequent improvement we are entitled, irrespective of our other claims, to carry out the remedy of the defects ourselves at the costs of the supplier or have these carried out by others if the supplier does not immediately provide subsequent performance or refuse the subsequent performance despite the notification of the defect and the threatened damages. The same shall apply if the supplier does not remedy the reported defect by subsequent improvement or has delivered a substitute within a period of 2 weeks. If the supplier allows a deadline of 2 weeks set with the report of the defects to pass unsuccessfully we are entitled to cancel the contract and to request reimbursement of expenses as well as compensation for the damages to trust or damages instead of the service. After expiry of the deadline we are no longer obliged to accept the subsequent performance.

- 7.6 Insofar as not otherwise agreed, the warranty deadline shall begin with the delivery, is 36 months for all claims for guarantee and defects and is inhibited by the receipt of our written report of defects. For subsequently improved or replaced goods the deadline shall begin to apply new after the acceptance of the subsequent improvement or delivery of substitute goods, if the supplier has not explicitly carried out the subsequent performance for reasons of goodwill or has not explicitly objected to the new start of the deadline with the acceptance of the subsequent improvement or the delivery of the substitute goods.

## 8. Liability

- 8.1 The supplier shall be responsible for ensuring that the products delivered by it are free of defects. Should a claim be asserted against us owing to faults within the framework of the product liability, which are due to causes for which the supplier is responsible it shall indemnify us in the internal relationship.
- 8.2 The supplier shall maintain employer's and product liability insurance which is to be proven upon request, which meets the requirements of the intended use of the goods which is recognisable for the supplier. The supplier is entitled to receive the information from us which is required in order to estimate the risk.
- 8.3 The supplier shall be liable for damages on default to the statutory extent. Without proof we are entitled to charge 15 % of the agreed net purchase price of the delayed part of the delivery. The proof of damages which have not been incurred or less damages is permitted.
- 8.4 The liability for claims for damages due to a breach of contract is oriented to the statutory regulations. Owing to the submitted guarantees and the installed quality assurance system the fault of the supplier shall be presumed in a damaging event. The proof of discharge is permitted.

## 9. Offsetting

We are also entitled to offset against claims of the supplier if the due dates of the reciprocal claims vary or if various forms of payment have been agreed.

Resp. for process	Sub-process	Resp. for sub-process	Release QMB	File	Status	Page
Wimmer	6.1 SEK	Employees of Dautel GmbH	Hofman	Q-Portal	05.12.12	4 of 4

## 10. Assignment of claims

The assignment of the claims of the supplier is prohibited without our prior written consent.

## 11. Right of cancellation in special cases

In case of the application of insolvency, proceedings over the assets of the supplier, in case of objections to bill of exchanges or cheques, in case of not just temporary payment difficulties, in case of not just temporary, unjustified suspensions of payments or if an attempt is made to achieve out-of-court composition proceedings (moratorium) we are entitled to cancel the contract.

## 12. Place of performance, place of jurisdiction, applicable law

12.1 The contractual relationship is exclusively subject to German law under the exclusion of the UN Convention on the International Sale of Goods. Should the supplier not be an entrepreneur the statutory regulations shall apply instead of our Terms of Purchase.

12.2 The place of performance for the delivery and payment is 74211 Leingarten.

12.3 The place of jurisdiction at our choice, also with bills of exchange, cheque and document proceedings, is Heilbronn/Neckar or the registered seat of the supplier.

Dautel GmbH

Leingarten, dated

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Dautel  
stamp\_\_\_\_\_  
place, date\_\_\_\_\_  
binding signature\_\_\_\_\_  
Lieferant  
stamp\_\_\_\_\_  
place, date\_\_\_\_\_  
binding signature

Resp. for process	Sub-process	Resp. for sub-process	Release QMB	File	Status	Page
Wimmer	6.1 SEK	Employees of Dautel GmbH	Hofman	Q-Portal	05.12.12	5 of 4