

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. By executing our order, our terms and conditions of purchase for this and all subsequent orders shall be considered as having been recognised, even if reference is made to the supplier's terms and conditions in an order confirmation, delivery bill, invoice or other letter from the supplier.

2. Order

Orders are only binding in written form; telefax and/or e-mail shall fulfill the written form requirement. Orders by telephone or orally or supplements to orders are only effective if we confirm them in writing, telefax and/or e-mail fulfill the written form requirement.

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 expressly undertakes not to reproduce the documents and items made available to him without our prior written consent, nor to make them available for inspection or disposal by third parties, nor to make them accessible or otherwise use them for a purpose outside our orders, and not to deliver the goods manufactured thereafter to third parties either in their raw state or as semi-finished or finished products.

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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 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 2020). 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 Incoterms 2020). 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 delivery time in good 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 If an unavoidable delay in delivery is to be expected, the supplier undertakes to inform us of this without delay and at the same time to offer a new delivery date. If this is later than 2 weeks after the agreed delivery date, we are entitled to withdraw from the contract.

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- 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.

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

- 5.7 Force majeure (e.g. strikes, lockouts, operational disruptions, pandemic, etc.) shall entitle us to withdraw from the contract in whole or in part or, in the case of temporary obstacles, to postpone acceptance to a later date. In such cases, the supplier shall not be entitled to claim damages.
- 5.8 Our claim to compensation for any damage caused by delay shall not be affected by a delayed delivery or the exercise of the right of withdrawal.

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 Unless a special payment has been agreed, we shall pay within 14 working days with a 3% discount or within 30 working days net. The date of receipt of the invoice shall be decisive. 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 warrants that the goods have the quality specified and assumed under the contract, comply with the recognized rules of technology and do not have any defects that impair use, consumption or 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. Unless 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 to inspect and give notice of defects applies, we shall give notice of transport damage or obvious defects without delay. Beyond the responsibility for random sample tests we will examine each delivered part for recognisable defects before the processing. The supplier acknowledges that this type of inspection is to be regarded as an inspection that is done in the ordinary course of business. Discovered faulty parts will be separated and reported immediately.

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- 7.5 Without prejudice to the rights of recourse pursuant to §§ 478 f BGB (German Civil Code), the supplier shall warrant for goods not delivered as agreed or defective goods as follows:

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 Unless otherwise agreed, the warranty deadline shall begin upon the delivery, is 36 months for all claims for guarantee and defects and is suspended 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 warrants that the products delivered by it are free of defects. In case claims are asserted against us within the scope of product liability due to defects caused by the supplier, the supplier shall indemnify us internally.
- 8.2 The supplier shall maintain a business and product liability insurance to be proven upon request which meets the requirements of the purpose of use of the goods recognizable for the supplier. The supplier shall be entitled to obtain from us the information required for risk assessment.
- 8.3 The Supplier shall be liable for damages caused by delay to the extent provided by law. 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. Sett-off

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.

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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 withdraw from the contract.

12. Place of performance, place of jurisdiction, applicable law, contract language

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.

12.4 Unless otherwise agreed, the contract language is German. If there is a version in another foreign language, solely the German version shall be authoritative for the interpretation of the contract.

Dautel GmbH

Leingarten, dated

Dautel
stamp

place, date

binding signature

Lieferant
stamp

place, date

binding signature

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