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General Terms and Conditions of Purchase

Status: 1 March 2018

Insofar as not otherwise agreed these General Terms and Conditions of Purchase refer to all commercial transactions of the Buyer with the Supplier in connection with the purchase of goods/products (hereinafter "Goods") and/or in connection with the services needed for these. 'Buyer' in the sense of these General Terms and Conditions of Purchase, is the party that places an order or in whose name an order is placed or a contract is arranged. As Buyers, these General Terms and Conditions of Purchase are used by the following associates of the WITTE Automotive group of companies: WITTE-Velbert GmbH & Co. KG, WITTE NejdeK spol. s r.o., WITTE ACCESS TECHNOLOGY s.r.o., WITTE Automotive Bulgaria EOOD, as well as WITTE Bitburg GmbH, WITTE Niederberg GmbH and WITTE Facility Management GmbH & Co. KG. 'Supplier', in the sense of these General Terms and Conditions of Purchase, is the party to whom an order is given or with whom a contract is arranged.

1 General information – scope

- 1.1 Buyer orders on the basis of these General Terms and Conditions of Purchase. No other terms and conditions – insofar as they are not stipulated in the order documents – shall apply, unless Buyer has expressly approved their validity in writing. These General Terms and Conditions of Purchase shall apply exclusively – even if Buyer accepts Supplier's delivery without reservation with the knowledge of Supplier's opposing terms and conditions or terms and conditions which deviate from Buyer's terms and conditions of purchase.
- 1.2 These General Terms and Conditions of Purchase form an inseparable part of the contract concluded between Buyer and Supplier. All agreements reached between Buyer and Supplier for the purpose of executing the contract are to be recorded in writing. The requirement for the written form shall also be deemed as satisfied in an electronic form.
- 1.3 These General Terms and Conditions of Purchase shall only apply towards entrepreneurs, legal entities of public law and investment funds under public law.

2 Offer – order – conclusion of contract

- 2.1 If Supplier does not accept the order within two weeks since receipt, Buyer shall be entitled to file an objection. Delivery schedules will become binding at the latest if Supplier does not object within 36 hours (Mon. – Fri.) since receipt if not otherwise agreed.
- 2.2 Supplier must confirm agreements reached verbally or by telephone immediately in writing.
- 2.3 Visits by Supplier or the creation of offers, projects, etc. are carried out free of charge for Buyer, independent of whether an order is placed or not unless otherwise agreed in writing in advance.
- 2.4 Buyer reserves the property and copyrights to diagrams, drawings, calculations and other documents; they may not be made accessible to third parties without Buyer's prior written consent. They are to be used exclusively for the production based on Buyer's order; they are to be returned to Buyer without request after the order has been processed. In addition, the provisions of Subclause 16. "secrecy" shall apply.
- 2.5 It is not permissible to exchange drawing data via email (unencrypted, unsecured).

3 Prices - despatch – packaging

- 3.1 The agreed prices are fixed prices for the processing duration of the contract incl. the delivery of spare parts until 15 years after discontinuation of the series.
- 3.2 In the absence of a deviating written agreement the price includes delivery "free house" (DDP named place of destination or DAP named place of destination according to Incoterms 2010) comprising the costs for packaging, freight and transport to the agreed despatch address. In addition, the price includes the return transport of empties. The concrete delivery clause is stipulated by Buyer.
- 3.3 Supplier shall take back empties and packaging if this is requested by Buyer.
- 3.4 Even if no agreement has been reached concerning packaging and transport, Supplier must ensure that quality impairments and damages to the Goods are avoided through suitable packaging and transport. Buyer's packaging regulations, which constitute an inseparable part of the contract concluded between Buyer and Supplier, are binding in any case. Packaging costs and packaging rental fees are to be charged to Buyer – insofar as a charge was agreed notwithstanding the afore-mentioned regulation – at cost prices.
- 3.5 The corresponding delivery note is to be enclosed with each delivery, which has to include Buyer's order number and material/article number (incl. article group and status of change to drawing) and the container details (quantity and type), in case not expressly otherwise agreed. Buyer may return consignments without this information carriage forward.

4 Invoice – payment – set-off – right of retention – ban on assignment

- 4.1 Invoices are to be sent to Buyer in a single version upon despatch of the Goods, however separately from the Goods. Invoices are always to be sent to Buyer's financial accounting.
- 4.2 Without special agreement the payment shall be made on the 30th of the month following the delivery by deducting 2% cash discount or after 60 days net, beginning from receipt of the Goods, whereby Buyer shall decide about the time of the payment. In case of premature deliveries the due date of the payment shall be oriented to the agreed delivery date.
- 4.3 Possible damages on default are limited to the statutory interest on default of § 288 Par. 2 BGB [German Civil Code] under the exclusion of the possibility of § 288 Par. 3 BGB.
- 4.4 The invoices must contain the despatch address, the supplier number, the delivery note number, the number of the order concerned or the delivery plan, the delivery terms and conditions, the quantity and the identification number of

the goods, the total price and other information stipulated by legal regulations. Supplier is responsible for all consequences incurred owing to the non-observance of this obligation insofar as Supplier does not prove that it is not responsible for this.

- 4.5 Invoices for equipment, with which the acceptance protocol signed by Buyer (C2) is not enclosed, are returned to Supplier.
- 4.6 Buyer is entitled to rights of set-off and retention in the extent as laid down by law. Buyer is particularly entitled in the event of notification of defect to retain due payments to a reasonable extent. If and insofar as payments have already been made for faulty deliveries, Buyer is entitled to retain other due payments up to the amount of these payments made.
- 4.7 Irrespective of § 354 a HGB [German Commercial Code] Supplier is not entitled without Buyer's prior consent, which may not be refused unreasonably, to assign its claims against Buyer.

5 Delivery date – delivery – delay in delivery – forwarding of orders only after consent

- 5.1 The delivery time stated in the order is binding. The date of delivery for Buyer's attention or the attention of the freight forwarder determined by Buyer is decisive with regard to observing the delivery dates and deadlines. If Supplier sees that it will not be possible to observe the agreed dates for any reasons whatsoever, Supplier must inform Buyer thereof immediately in writing by stating the reasons and the duration of the delay. Insofar as the contractual parties agree a delivery clause 'ex works' Supplier must take into account the transport time from its delivery plant to Buyer.
- 5.2 If Supplier is in default of delivery for a circumstance for which it is responsible Buyer shall be entitled to assert a conventional penalty in the amount of 0.5% of the order value for each start of a calendar day of the delay, a maximum however of 10% of the total or pro rata order value, with which Supplier is in default of delivery. Further statutory claims remain reserved. The reservation of a conventional penalty forfeited owing to a delayed delivery is deemed in time if Buyer deducts the forfeited amount in the invoice.
- 5.3 Supplier is obliged to reimburse Buyer all damages on default insofar as Supplier does not prove that it is not responsible for these. Buyer is entitled to assert the amount of damages which exceeds the default penalty. The acceptance of a delayed delivery or service does not mean any waiver on Buyer's part of claims for compensation.
- 5.4 If the agreed dates are not observed for a circumstance for which Supplier is responsible, Buyer is entitled after expiry of a reasonable deadline set by Buyer, irrespective of further statutory claims, to demand at Buyer's choice damages instead of performance or procure replacement from third parties. The right of cancellation remains unaffected thereby.
- 5.5 A production release of 4 weeks and beyond this a material release of another 4 weeks apply for delivery schedules insofar as no deviating regulation was reached.
- 5.6 Supplier is not entitled to forward the order either in whole or in essential parts to third parties (sub-suppliers) without Buyer's prior written consent. If Buyer grants the consent Supplier remains responsible for satisfying the contract.

6 Incoming inspection

With regard to incoming inspection, number 6.2 applies to the purchase of raw materials, unfinished and finished parts (in particular prototypes, pilot-series and series-production parts) and tools and similar products. Number 6.1 applies to the purchase of other products, in particular to the purchase of operating supplies:

■ 6.1 Operating supplies and other indirect materials:

Immediately upon receipt of a delivery, Buyer shall check identity and quantity of the products and inspect them for damage in transit (visual inspection). Buyer is not required to carry out any other inspection. If a defect is found in the visual inspection or if an obvious defect is detected during further processing where such further processing is done by Buyer, Buyer shall forthwith notify Supplier. Any defect not found in the visual inspection shall be notified to Supplier within a reasonable period of time as soon as it is detected in the ordinary course of business. Supplier waives insofar the objection of delayed notification of defects.

■ 6.2 Raw materials (e.g. granules, Zamak, steel used as direct materials in production), unfinished and finished parts (in particular prototypes, pilot-series and series-production parts), tools:

Immediately upon receipt of a delivery, Buyer shall check identity and quantity of the parts and inspect them for damage in transit. In addition to this, deliveries shall be subjected to a technical incoming inspection using the event and risk oriented skip-lot procedure* in which Buyer determines the inspection frequency of individual deliveries of specific articles in dependence on the past quality situation of the article delivered. Buyer is not required to carry out any other inspection. If a defect is found in any of these inspections or if an obvious defect is detected during further processing where such further processing is done by Buyer, Buyer shall forthwith notify Supplier. Any defect not detected during these inspections shall be notified to Supplier within a reasonable period of time as soon as it is detected in the ordinary course of business. Supplier waives insofar the objection of delayed notification of defects.

*Event and risk oriented skip-lot procedure: Skip-lot procedure (dynamic inspection rule which is adjusted to the respective quality trend) which is not based on fixed time intervals but which performs quality checks in a more targeted manner: Non-critical parts are checked less frequently (longer skip intervals), critical products are checked more intensively.

7 Warranty for defects

- 7.1 The warranty for defects is determined according to the statutory regulations insofar as not otherwise regulated below.
- 7.2 Supplier undertakes to deliver the Goods in the agreed quantity, quality and design and pack according to the agreed terms and conditions. Supplier is responsible for ensuring that all goods delivered by Supplier and the services performed by Supplier comply with state-of-the-art technology, the relevant legal provisions and the regulations and directives of authorities, trade associations and specialist federations at the time when the contract is concluded and that Supplier is not aware of any upcoming changes. This applies in particular also with regard to

- the environmental protection provisions applicable in the European Union, in the Federal Republic of Germany and at the registered seat of Supplier. Supplier shall inform Buyer immediately about all relevant changes of which it becomes aware or which are about to be made.
- 7.3 Supplier must inform Buyer immediately in writing if Supplier has any misgivings about the type of condition of the goods to be delivered to Buyer and requested by Buyer.
- 7.4 Claims from warranty for defects shall become statute-barred with expiry of 24 months since the first registration of the vehicle or installation of spare parts, no later however after expiry of 36 months since delivery to Buyer. Defects to the delivery/service reported during the statute of limitations must be corrected by Supplier immediately and free of charge including all secondary costs at Buyer's choice through repair or through replacement of the faulty parts. Buyer reserves the right to new delivery of a faulty object or a faultless work. The defect is to be corrected or a new part delivered or produced immediately. Where Supplier is making a replacement delivery as part of subsequent performance, the limitation period for the replacement part will recommence upon its installation/ acceptance. In the case of a repaired part, the limitation period will commence upon termination/acceptance of the repair or installation of the repaired part. This provision will not apply where merely a minor defect of a part being supplied may be rectified through a replacement delivery or repair without significant time and cost expenditure. It will also not apply where the replacement delivery or repair delivery was undisputedly made on the basis of business courtesy or for the purpose of amicable settlement of a dispute or in the interest of continuation of the supply relationship.
- 7.5 All further claims owing to defects, in particular the right of cancellation and Buyer's right for compensation for damages, including damages instead of performance, remain unaffected. If Supplier does not satisfy its duty for subsequent performance within a reasonable deadline set by Buyer, Buyer can undertake the necessary measures at Supplier's costs and risk personally or have these undertaken by a third party. In urgent cases and after coordination with Supplier – as far as this is possible in real time – Buyer can undertake the subsequent performance of remedying the defects personally or have it carried out by a third party. In order to avert a serious risk of significant damage Buyer will have the right to have the defect rectified at Supplier's expense even without notice or stipulation of a deadline or to procure a replacement where due to urgent circumstances it is no longer possible to inform Supplier of the defect and the imminent danger and to give Supplier the opportunity of rectifying the situation itself.
- 7.6 A subsequent performance by Supplier is deemed impossible in case of faulty parts which are already in the field. In this case the subsequent performance will alternatively be undertaken by Buyer's customers or a workshop, whereby Supplier undertakes to replace the costs asserted against Buyer, in case of faulty parts from markets which are not liable to despatch even without physical proof. Markets which are not liable to despatch are all sales markets for which no or only a partially applicable duty for despatch of failed parts was agreed with the vehicle manufacturer. The basis for determining the share of the failed parts from the markets not liable to despatch are the respective agreements with the customers. If the actual failure figures are determined either by Buyer or Buyer's customers instead of the calculated figures, these shall apply by taking into account the acceptance quota (number of recognised parts to number of submitted parts x 100) even without physical proof.
- 7.7 Supplier is to be informed in those cases in which Buyer sees itself in the position to personally improve faulty products. After approval of Supplier the improvements shall be made at Supplier's costs.
- 7.8 In case Buyer is forced to conduct a 100% inspection/sorting as a result of discovering a faulty product, Supplier shall bear the costs of such a work process insofar as Supplier cannot provide proof that it is not at fault.

8 Guarantees

Insofar as Supplier has assumed the guarantee for the condition of an object or a work in the form of a warranty, Supplier is liable for compensation of damages according to the statutory provisions including the replacement of damages instead of performance. The statute of limitations is 3 years, beginning from discovery of the fault and the non-existence of the guaranteed or warranted condition.

9 Delivery recourse

Insofar as a claim is asserted against Buyer owing to the purchase of a consumer good and this claim is due to a defect to the object delivered by Supplier, Buyer's claims for recourse shall not become statute-barred until after the expiry of a deadline of 3 years, beginning from delivery of the object to Buyer by Supplier.

10 Product/recourse – insurance

- 10.1 Insofar as Supplier is responsible for product damages, Supplier undertakes to release Buyer from claims for damages of third parties upon first request insofar as the cause is within the scope of Supplier's control and organisation and Supplier is personally liable in the external relationship.
- 10.2 In this framework Supplier also undertakes to reimburse possible expenses ensuing from or in connection with a recall action. Buyer shall inform Supplier – insofar as possible and reasonable - about the contents and scope of the recall measure to be carried out and give Supplier the opportunity to make a statement.
- 10.3 Supplier undertakes to maintain product liability insurance with a sum insured of at least EUR 10 million per physical injury/property damage – flat rate – and also prove towards Buyer accordingly upon request. Supplier is also obliged to inform its liability insurance company about Supplier's obligation for release according to Par. 1.
- 10.4 Supplier is liable for subsequent damages incurred to Buyer through reasonable contingency measures against the claim from the product liability or from the breach of safety regulations. This applies irrespective of §§ 5 ProdHaftG [Product Liability Act], 823, 840, 254 BGB. In order to ensure the compensation of such damages, Supplier undertakes to take out an employer's and product and environmental liability insurance against physical injuries, property damages and consequential losses including possible product consequential losses and subsequent consequential losses and environmental damages with a minimum sum insured of EUR 10 million. The sum insured must be fitted with a double annual maximisation and cover a worldwide scope. Supplier must prove the existence of such insurance upon request.
- 10.5 If the damages suffered by Buyer exceed the respective sums insured or if the insurance company refuses its duty to pay either in whole or in part for other reasons, this shall have no effect on Buyer's claims for damages against Supplier.

11 Invalidation of liability limit/liability exclusion

Insofar as Supplier has limited and/or excluded its liability towards Buyer in its general terms and conditions of sale, these shall be invalid towards Buyer. This applies in particular for the liability restriction in the field of delay in delivery, the culpable breach of also insignificant contractual duties and for the negligent cause of property and subsequent property damages as well as for the personal liability for damages of employees, workers, representatives or vicarious agents of Supplier. The same applies insofar as the liability limit or the liability exclusion on Supplier in its general business terms is based on the fact that Supplier has reduced the statute of limitations.

12 Quality

- 12.1 The processes necessary for producing the parts and the materials used thereby must comply with state-of-the-art technology, the applicable statutory provisions and co-applicable directives, if applicable relevant approval procedures and the regulations and provisions for industrial safety, environmental protection and hazardous materials law. In addition, Supplier is responsible for obtaining information in case of overseas production about country- and industry-specific law and for observing these.
- 12.2 Before the delivery of new parts and after changes to drawings Buyer shall request an initial sample test report (acc. to VDA/PPAP) with a corresponding number of sample parts (if applicable separated according to nests). If Supplier is not in the position, Buyer is willing after coordination and against a charge to carry out an initial sample inspection on Supplier's behalf.
- 12.3 Supplier shall enclose an acceptance test certificate (APZ) according to EN 10204 3.1 with all raw material deliveries and for all materials, which are marked as CC feature. It must be clear from the APZ or a clearly allocated supplement that the delivered goods together with the delivery note number, article number, batch number were produced from the batch/material stated in the APZ. In the other cases Buyer is to be submitted an APZ upon request.
- In addition, documentation with reference and actual values concerning spring tensions, heat treatments and coatings are to be enclosed with the deliveries concerning springs and heat/surface treated products. An EC safety data sheet and the technical data sheet are to be supplied with all raw materials, supplies and materials in case of first delivery and changes.
- 12.4 If type and scope of the inspections and the test means and methods are not firmly agreed between the contractual partners, Buyer is willing upon request of Supplier and within the framework of Buyer's know-how, experience and possibilities to discuss the inspections with Supplier in order to determine the respective necessary status of test technology. In addition, Buyer shall inform Supplier upon request about the relevant safety regulations.
- 12.5 After produced initial samples have been approved by Buyer, the appearance, properties, material and production methods may not be changed without Buyer's written consent.
- 12.6 Buyer's approval of initial samples has no influence on the warranty for defects in these General Terms and Conditions of Purchase as the initial sample inspection can only refer to the principle suitability of the sample, not however to the faultless condition of the serial products sent at a later date.
- 12.7 Supplier undertakes to report actual or presumed defects to delivered products to Buyer immediately.

13 Rights of use/property rights

- 13.1 Supplier grants Buyer the non-exclusive, transferable right unlimited in terms of time and space to use industrial property rights of Supplier which have been incorporated into the contractual product. Likewise, Buyer is also granted the right of use to software belonging to the contractual product and the corresponding documentation – besides the right for use according to § 69a ff UrhG [Copyright Act]. Further, Buyer is permitted to create backup copies.
- 13.2 In case the product is not produced in full compliance with a construction design, for which Buyer is responsible, Supplier shall guarantee that the application or the sale of the product does not constitute a patent infringement both in Germany and abroad.
- 13.3 Supplier is responsible for ensuring that no rights of third parties – whether in Germany or abroad – are infringed in connection with its delivery.
- 13.4 In the event that a claim is asserted against Buyer in this respect by a third party Supplier undertakes to indemnify Buyer from these claims upon first written request; Buyer is not entitled to reach any agreements with the third party - in particular to agree a settlement – without the consent of the supplier.
- 13.5 Supplier's obligation to indemnify Buyer refers to all expenses which Buyer might necessarily incur from or in connection with a claim by a third party.
- 13.7 The period of limitation is 36 months beginning from conclusion of contract.

14 Tools and forms

- 14.1 Equipment and production means such as tools and forms ("Production Means"), which are made available to Supplier by Buyer, shall remain Buyer's property. Production Means which are acquired or produced by the supplier and paid by Buyer or amortized through the parts' prices, are deemed Buyer's property upon commissioning. These may neither be used for deliveries to third parties nor for other purposes than the delivery to Buyer without Buyer's prior written consent.
- 14.2 Supplier undertakes to insure the Production Means belonging to Buyer as well as Production Means owned by Buyer's customers at the new value at own costs against fire, water and theft damages. At the same time Supplier assigns Buyer now already all claims for compensation under this insurance and will inform its insurance company about this assignment immediately; Buyer hereby accepts the assignment.
- 14.3 Supplier undertakes to carry out any necessary service and inspection work and all maintenance and repair work to Buyer's Production Means at own costs in time. Supplier will inform Buyer immediately of any interferences; if Supplier culpably fails to do this Supplier undertakes to reimburse Buyer the damages caused thereby.
- 14.4 The Production Means are to be stored to the extent that no damages are possible through the production flow of Supplier or other influences and marked as Buyer's property. Supplier must show the due care and attention of an ordinary merchant.

- 14.5 Changes may only be made to the Production Means with Buyer's express consent. Insofar as the consent is available the change is to be carried out immediately and time coordinated with Buyer to the extent that the supply in Buyer's production is not restricted.
- 14.6 Buyer is entitled to inspect the Production Means at all times by coordination with Supplier.
- 14.7 If Supplier breaches its obligations under these General Terms and Conditions of Purchase or if the partners cannot reach an agreement in case of price increases which may be required for the production parts to be produced from the Production Means or concerning other matters in the contractual processing, Buyer can take immediate possession of the Production Means and all thus necessary documents. These shall be handed over on Buyer's company site; the costs for hand-over shall be borne by Supplier.
- 14.8 Independent of Buyer's statutory claim for hand-over and from the service life of the Production Means Supplier is entitled to possess Buyer's Production Means if and insofar as Supplier requires these for processing an order for Buyer. Otherwise Supplier is obliged to hand over the Production Means which are Buyer's property at all times upon Buyer's request under the exclusion of a right of retention.
- 14.9 Supplier assumes, insofar as not otherwise agreed, at own expense all necessary repairs and if applicable renewals to the Production Means, which are necessary in order to be able to produce parts in the dimensions and tolerances stipulated by Buyer for the serial and replacement requirement of the end product concerned. The renewal of the Production Means requires the release of new first samples to Buyer. Supplier must store the Production Means and documentation, insofar as Buyer does not demand that these are handed over in advance, free of charge for 15 years after discontinuation of the series. A subsequent scrapping is only to be carried out with Buyer's consent.

15 Reservation of title – provision

Insofar as Buyer provides parts to Supplier Buyer reserves the property for said parts. Processing or conversion by Supplier are undertaken on Buyer's behalf. If Buyer's parts are processed with other items which do not belong to Buyer, Buyer shall acquire the co-ownership to the new object as a ratio of the value of Buyer's object (purchase price plus VAT) to the other processed items at the time of processing.

16 Secrecy

- 16.1 Supplier undertakes to treat all business or technical documents, information and data, which are made accessible to Supplier by Buyer through the contractual cooperation, confidentially, in particular not to forward to third parties, to only use for the purposes of satisfying the contract and only to make available to those persons and employees who have to have knowledge thereof for the purpose of satisfying the contract. This shall not apply insofar as it concerns as proven information which is general knowledge.
- 16.2 Sub-suppliers are to be obliged accordingly.
- 16.3 The contractual partners may only advertise with their business relationship after obtaining the prior written consent of the respective other contractual partner.

17 Monitoring of production

- 17.1 Buyer is entitled to inspect the production at Supplier, to take samples and to conduct other necessary inspections.
- 17.2 Supplier must grant Buyer the corresponding right if the production takes place at another company either in whole or in part.

18 Insolvency, place of jurisdiction, supplementary law

- 18.1 If insolvency proceedings are applied for concerning the assets of a contractual partner, the other contractual partner is entitled to cancel the contract for the part not satisfied.
- 18.2 If the Buyer is WITTE-Velbert GmbH & Co. KG, WITTE Facility Management GmbH & Co. KG, WITTE Nejdek spol. s r.o., or WITTE ACCESS TECHNOLOGY s.r.o. then the **place of jurisdiction** for all disputes with merchants is exclusively Velbert, Germany (Local Court in Velbert or District Court in Wuppertal), as long as this has not been stipulated otherwise by mandatory legislation. If the Buyer is WITTE Automotive Bulgaria EOOD then - as long as this has not been stipulated otherwise by mandatory legislation - the **place of jurisdiction** for compensation of claims resulting from or during the course of the order/contract is exclusively Buyer's main registered seat if the seller is located in Bulgaria and, if the seller is not located in Bulgaria, the **place of jurisdiction** for all disputes with merchants is exclusively Velbert, Germany (Local Court in Velbert or District Court in Wuppertal). If the Buyer is WITTE Bitburg GmbH or WITTE Niederberg GmbH, the **place of jurisdiction** for compensation of claims resulting from or during the course of the order/contract is exclusively Buyer's main registered seat, as long as this has not been stipulated otherwise by mandatory legislation.
- 18.3 If the order does not indicate otherwise, Buyer's designated delivery factory is the place of performance. Otherwise, the place of performance is Buyer's main registered seat.
- 18.4. **Except as otherwise provided by mandatory legislation, the law of the Federal Republic of Germany applies – unless Buyer and Seller are both located in Bulgaria. In this latter case Bulgarian law applies. The implementation of the United Nations Treaty of 11.04.1980 with regards to contracts via the International Sale of Goods (CISG) as well as the Unidroit-Treaty of 28.05.1988 and the rules of the respectively applicable Private International Law are hereby excluded.**

19 Escape clause

Should individual provisions of these General Terms and Conditions of Purchase be invalid either in whole or in part this shall have no effect on the validity of the other provisions. The parties undertake to replace an invalid provision by an effective provision which shall as far as possible satisfy the commercial intention of the invalid provision. This shall not apply with invalidity owing to infringement of §§ 305 to 310 BGB. In this case the statutory regulation shall apply, insofar as a supplementary contractual interpretation is required for the purpose of filling the loophole.

Velbert, 1 March 2018