

General Terms and Conditions of Purchase and Ordering of RBU GmbH & Co KG (status: 1/10/2014)

These terms and conditions apply to the purchase and the commissioning of services by the company RBU GmbH & Co KG, Neuss, Germany (hereinafter: "We") from or with regard to third parties (hereinafter: the "Supplier"). They are a component of all of our contracts for deliveries and services, including current and future business relationships. Differing terms and conditions from the Supplier are not recognised unless We expressly agree to their validity. Our terms and conditions also apply if We accept deliveries or services without reservation while being aware of conflicting or differing terms and conditions from the customer. The terms and conditions only apply to companies within the meaning of § 310, Paragraph 1 of the German Civil Code.

1. Conclusion of contract

1.1 Contracts initially come about when We have expressly accepted an offer We have received or when We have placed an order and the Supplier has accepted it.

1.2. If an order has been placed with the Supplier without an offer having previously been made, he must provide immediate notification if he declines to execute the order in accordance with our terms and conditions. Otherwise the contract is considered concluded in the manner authorised by us.

2. Service scope

2.1 In case of doubt, the contractual object is conclusively described in our order.

2.2 The Supplier is obliged to inform us in good time before any of the following are undertaken: changes to manufacturing processes, materials or supplier's parts or to services, the moving of production sites, and also before changes to procedures or equipment used to test parts or any other quality assurance measures.

2.3 Partial deliveries are not considered (partial) fulfilment of performance. Acceptance of a partial delivery without complaint does not constitute approval. Where under-deliveries of a maximum of 5% are concerned, We are entitled to accept the delivery and to cancel the rest of the delivery while reducing our payment in return.

3. Supplier's duties

3.1 Upon request, the Supplier is obliged to provide a declaration for all articles in which he confirms the statutory preferential status of the goods ("goods with European Union preferential origin properties" or "goods without European Union preferential origin properties"). If such a declaration is erroneous, the Supplier is liable for all resultant damages.

3.2 The Supplier is obliged to check his products to see if they are subject to bans, restrictions and/or authorisation requirements with regard to the international movement of goods and, if necessary, to indicate this in his offers, order confirmations and all documents accompanying the goods. If this obligation is not complied with, the Supplier is liable for the resultant damages suffered by us, including additional charges payable on foreign import duties, fines and similar penalties.

3.3 The Supplier guarantees that the products supplied by him are in accordance with the provisions of European Union Regulation No. 1907/2006 on the Regulation, Authorisation, Evaluation and Restriction of Chemicals (REACH) and that, to the extent that this is required by the REACH Regulation, the substances and mixtures contained in the products have previously been registered or are registered following expiration of the transitional period if the substance or mixture is not exempt from registration. Suppliers whose registered office is not located in a European Union member state are obliged to appoint a sole representative within the European Union in accordance with Article 8 of the REACH Regulation; details of same must be provided to us.

3.4 The Supplier guarantees that the goods supplied by him do not contain any of the substances or mixtures featured on the List of Candidates in accordance with Article 59 (1, 10) of the REACH Regulation. The Supplier is obliged to inform us without delay if - regardless of the reason - goods supplied by him contain substances or mixtures featured on the List of Candidates; this also applies if the List of Candidates is expanded or supplemented.

3.5 The Supplier guarantees that the goods supplied by him comply with all of the requirements of European Union Regulation 1272/2008 on the Classification, Labelling and Packaging (CLP) of chemical substances and mixtures. Suppliers, in particular those whose registered office is not located in a European Union member state, guarantee that, in accordance with Article 8 of the REACH Regulation, their sole representative has provided notification of a classification and labelling list in accordance with Article 39-42 of the CLP Regulation.

3.6 If the Supplier breaches the obligations in accordance with Numbers 31. to 3.4, We are entitled to cancel the order and to refuse acceptance of the delivery. Claims for compensation for damages on our part remain unaffected. Cancellation or refusal to accept delivery by us does not constitute the waiving of any claims for compensation for damages.

3.7 The Supplier guarantees a partial replacement delivery for a period of 10 years. The deadline begins with delivery of the goods or acceptance of performance.

4. Prices

4.1 The price shown in our order is binding. Unless otherwise agreed in individual cases, the price includes all services and additional services provided by the Supplier as well as all additional costs (e.g. proper packaging and transport costs including any transport insurance and liability insurance).

4.2 Packaging materials must be taken back by the Supplier at our request.

5. Delivery deadline

5.1 Unless otherwise expressly agreed, the delivery deadline shown in our order or the agreed completion date is always of great contractual importance.

5.2 If the Supplier recognises that the delivery deadline cannot be complied with, he must without delay provide notification of this including the reasons for and the duration of the delay.

5.3 The Supplier may only invoke the non-provision of documents and materials to be provided by us if he has sent a reminder about these and not received them without further delay.

5.4 The Supplier is only released by circumstances related to force majeure if he has provided notification of these as soon as he has become aware of them while providing details of the exact circumstances and of how long the delivery deadline is likely to be exceeded, and if no suitable remedies exist.

5.5. If the Supplier does not comply with the delivery deadlines or the agreed completion date, We are entitled without extending the delivery deadline to request subsequent delivery or compensation for damages instead of payment due to services not rendered or not rendered as agreed, or to withdraw from the contract. If delivery is delayed, a contractual penalty to the amount of 0.5% of the order value is agreed for each week of the delay begun. The maximum contractual penalty is limited to 5% of the order value. The assertion of additional claims remains unaffected. In this respect, the contractual penalty is to be set against actual damage caused by delay or damage caused by delay as a result of which claims have been asserted. The right to request payment of the agreed contractual penalty is not forfeited if the contractual penalty is not expressly reserved when the delayed delivery is inspected.

6. Offsetting and retention

6.1 The customer can only offset claims against us that are incontestable, have been legally established or - if a lawsuit is pending - have reached the final decision stage.

6.2 The customer is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

7. Provision of materials

7.1 Goods provided by us remain our property and must be stored separately, labelled and managed free of charge by the Supplier. Their use is only permitted as part of the order for performance of which they were supplied.

7.2 The Supplier may only process or remodel the goods provided by us exclusively for us. If the goods are brought into contact with or mixed with objects not our property, We acquire joint ownership of the new objects in the proportion of the overall value of the new objects in relation to the goods provided by us. The new objects created as a result of processing are also considered our property.

7.3 If, as part of the order placed with him, the Supplier manufactures new models, tools, designs/moulds, etc. (hereinafter: Tools), this always takes place for us as the manufacturer with the proviso that We acquire sole ownership in the objects following completion. If the Tools are acquired by a third party, the Supplier, by accepting the order, transfers ownership in these Tools to us in advance and stores these safely, free of charge and properly.

8. Place of performance and transfer of risk

8.1 The Supplier bears the risk until the goods have reached the reception point determined by us. The transfer of risk for work takes place only following express acceptance of performance by us.

8.2 Delivery takes place within Germany to the place indicated in the order. Each destination is also the place of fulfilment. If no place of fulfilment has been expressly agreed, our registered office is the place of fulfilment.

9. Warranty

9.1 Unless otherwise agreed hereinafter, the statutory regulations apply to material damage and defect of title in relation to the goods (including incorrect deliveries or under-deliveries as well as incomplete assembly or operating instructions) and to any other breach of duties by the Supplier.

9.2 A reduction in the limitation period included on the Supplier's forms does not apply to us. If in individual cases no provision has been made for the limitation periods, a limitation period of 36 months is agreed. The limitation period begins with delivery of the goods or acceptance of performance.

9.3 The statutory provisions (§§ 377, 381 of the German Commercial Code) apply to the commercial duty to inspect and report defects, with the following proviso: Our duty of inspection is limited to defects which come to light during the incoming goods inspection and involving exclusive application, including the delivery notes, and during quality controls carried out by us during sample checks (e.g transport damage, incorrect deliveries and under-deliveries). No further duty of inspection exists if acceptance has been agreed. Furthermore, this depends on whether an inspection can be carried out while taking into consideration the circumstances of the individual case in accordance with proper business activities.

9.4 The duty to report defects discovered later remains unaffected. In all cases reporting of defects is considered to have taken place without delay and in good time if details of same have been received by the Supplier within two weeks.

10. Suppliers' redress

In addition to claims for defects, We have unlimited entitlement to statutorily determined claims to redress within a supply chain (suppliers' redress in accordance with §§ 478, 479 of the German Civil Code). We are in particular entitled to request from the Supplier the exact nature of the subsequent performance (repairs or delivery of spare parts) that We owe our customer. The statutory right of choice (§ 439, Paragraph 1 of the German Civil Code) is not affected by this.

11. Product liability

The Supplier releases us from all claims arising as part of extra-contractual product liability attributable to a defect in the product supplied by him.

12. Industrial property rights

12.1 The Supplier guarantees that the objects or services supplied by him do not breach German or foreign industrial property rights.

12.2 The Supplier is obliged to reimburse us or our customers if claims are made against us or them due to the breaching of industrial property rights outside or within a court of law. If a legal dispute exists, the Supplier must provide legal assistance upon request. Above and beyond this, the Supplier must pay all compensation for damages incurred by us or our customers because We believed We could freely use the supplied objects or services. Compensation for damages must only be paid to a customer if same makes a claim against us.

12.3 The Supplier is not liable to the extent that he manufactured or provided the supplied objects or services exclusively in accordance with our drawings or instructions, and did not know and could not have known that the manufacture of the objects or the provision of the services constituted a breach of law.

12.4 If the Supplier becomes aware that industrial property rights have been breached or that breaches of industrial rights have been reported, he must notify us of this without delay.

13. Secrecy

13.1 The Supplier is obliged to treat as business secrets all private, commercial or technical details of which he has gained knowledge as a result of the business relationship with us, and to protect these details from access, use or loss by unauthorised persons.

13.2 Samples, models and similar objects remain our property and may not be loaned or made accessible to third parties without written permission.

13.3 The samples, models, drawings, commercial documents and all additional objects loaned to the Supplier for the purpose of order processing must be returned to us when the order has been completed or safely destroyed in consultation with us. The Supplier will not retain or store any duplicates, copies, etc., unless We have expressly permitted this.

14. Place of jurisdiction, limitation period and applicable law

14.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship - and also with regard to documents, bills of exchange and cheques - is the district court or state court with jurisdiction over our registered office, if the Supplier is a businessman. However, if We so choose, We are entitled to assert claims against the Supplier at a court in whose place of jurisdiction the Supplier's resi-

dence, registered office or assets is located.

14.2 The law of the Federal Republic of Germany applies exclusively, while excluding the United Nations Convention on Contracts for the International Sale of Goods.

14.3 If one of these provisions is invalid or is not applied, the validity of the remaining provisions is unaffected thereby.