



Supplier Terms of Purchase

1 General Provisions - Scope

1.1 The legal relationship between the Supplier and the company METALL- UND KUNSTSTOFFTECHNIK BARCHELD GMBH (MKB) shall be governed by these General Terms of Purchase ("Terms of Purchase") and any other agreed terms.

1.2 The Terms of Purchase apply exclusively. Any terms of the Supplier, which are contrary to them or deviate from them do not apply, unless MKB GmbH has agreed to their application in writing. These Terms of Purchase also apply, if MKB GmbH unconditionally accepts or pays the Supplier's delivery in the awareness of Supplier's terms to the contrary or deviating Supplier's terms.

1.3 These Terms of Purchase also apply to future orders of MKB GmbH until new MKB Terms of Purchase come into effect, even if same may not be notified in each individual case.

2 Contract Conclusion and Amendments to the Contract

2.1 Orders, acceptances, calls for delivery, delivery agreements and other legal transactions, that are to be concluded between MKB GmbH and the Supplier, as well as any changes and amendments to them must be made in writing. Orders, acceptances and calls for delivery may, however, also take place by way of remote data transmission.

2.2 Oral agreements prior to, during or after contract conclusion, in particular subsequent changes and amendments to these Terms of Purchase (including any changes to this written form clause) as well as ancillary agreements of any type must be confirmed in writing by MKB GmbH to be effective.

2.3 Quotations and cost estimates provided by the Supplier are binding for a period of four weeks from receipt at MKB GmbH. MKB GmbH will not pay for quotations, cost estimates and test certificates, unless something else was expressly agreed in writing.

2.6 The Supplier must confirm the order from MKB GmbH immediately in writing, but within fourteen days after receipt at the latest. Otherwise MKB GmbH shall be entitled to withdraw its order.

2.4 Contracts between MKB GmbH and the Supplier are, irrespective of the submitted quotations, always concluded in respect of the content of the written orders from MKB GmbH as well as the content of these Terms of Purchase.

2.5 MKB GmbH may, within a framework deemed reasonable by the Supplier, demand changes to the delivery item in respect of design and workmanship. In this respect, any effects, in particular with a view to additional or reduced costs and the delivery dates, must be appropriately and mutually agreed. Any changes made by the Supplier must be approved in writing in advance by MKB GmbH.

3 Supplied Materials

3.1 Any materials, parts, containers and special packaging supplied free of charge by MKB GmbH for production at the Supplier remain the property of MKB GmbH and must be immediately inspected by the Supplier for visually detectable defects. A quantity and identity check must be performed. Any deviations must be notified to MKB GmbH within one working day.

3.2 The Supplier is under the obligation to store same carefully and properly.

3.3 The Supplier must perform further checks during production, if separately agreed with MKB GmbH or as required by its quality management system. If the Supplier should determine quality or quantity defects, this must be immediately notified to MKB GmbH, so that further actions can be coordinated. If such quality or quantity defects can be attributed to the Supplier's fault, e.g. during production, the Supplier is under the obligation to order and pay for a replacement delivery.

3.4 The processing of the materials provided by MKB GmbH is always performed for MKB GmbH. If the value of the materials provided by MKB GmbH exceeds the value of production and possibly that of the other components of the newly produced products, the newly produced products become the property of MKB GmbH. Otherwise, a co-ownership of MKB GmbH and the Supplier in the proportion of the value of the provided materials to the value of the production and other components is created. To avoid any misunderstandings: This is under no circumstances intended to limit the Supplier's obligation to deliver unrestricted and unencumbered ownership title in same to MKG GmbH together with delivery of the contractual objects.



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4 Prices and Terms of Payment

4.1 The agreed prices are fixed prices. The prices are for delivery "free delivery to the delivery address", unless something different was expressly agreed. The turnover tax is not included in same.

4.2 Payment must be made in accordance with the terms specified in the delivery agreement.

4.3 MKB GmbH is entitled to statutory offsetting and retention rights.

5 Delivery

5.1 Agreed dates and deadlines are binding. Decisive for the determination, whether the delivery date or delivery period was met, is the receipt of the goods by us.

5.2 Deviations from our contracts and orders are permissible after our prior written approval only.

5.3 If agreed deadlines are not met, the statutory provisions apply. If the Supplier anticipates difficulties in respect of production, supply of raw materials, compliance with the delivery date or similar circumstances, which may prevent the Supplier from delivering in time or from delivering in the agreed quality, the Supplier must immediately notify our purchasing department.

5.4 Every delivery must be accompanied by a delivery note stating our item number, the order number and quantity.

6 Notification of Defects

6.1 Any defects are immediately notified in writing to the Supplier as soon as they were detected in the ordinary course of business. Insofar the Supplier waives the objection of delayed notification of defects. The Supplier warrants that the contractual items are free from defects and correspond to the agreed specifications and the accepted rules of engineering.

6.2 The statutory provisions governing material and legal defects apply, unless agreed otherwise.

6.3 If the Supplier should not commence remedying defects immediately after our request for the correction of defects, we shall in urgent cases, in particular to prevent immediate danger or to prevent major damages, have the right to remedy the defects ourselves at the expense of the Supplier or to have them remedied by a third party at the expense of the Supplier.

6.4 If increased costs as a consequence of the defective delivery should arise to MKB GmbH in order to enable us to meet our own delivery times, in particular transport, route, work, installation, extension or material costs or costs for acceptance checks, which exceed the usual scope, these must also be borne by the Supplier.

6.5 The statutory limitation periods apply to our claims against the Supplier, in particular to our warranty claims.

7 Product Liability

7.1 If product liability claims should be made against MKB GmbH, the Supplier is under the obligation to indemnify us against such claims, provided and insofar as that damage was caused by a fault of the contractual item delivered by the Supplier. In cases of strict liability this shall, however, only apply, if the Supplier is at fault. If the cause of a damage is within the responsibility of the Supplier, the Supplier must prove that it is not at fault.

7.2 In cases under Item 1 the Supplier shall bear all costs and expenses, including costs of any legal proceedings.

7.3 Otherwise, the statutory provisions apply.

7.4 Prior to a recall, which is fully or partially a consequence of a defect in the contractual item delivered by the Supplier, we will notify the Supplier, give it the opportunity to cooperate and discuss with the Supplier an efficient implementation, unless the notification or involvement



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of the Supplier is not possible due to particular urgency. If the recall is a consequence of the defect in the contractual item delivered by the Supplier, the Supplier shall bear the costs of the recall.

8 Quality and Documentation

8.1 The Supplier must, in respect of the item and/or service it delivers, comply with the state of the art, applicable safety regulations, the general public regulations applicable to the automotive industry (e.g. the VDA standards) and the agreed technical data and other specifications.

8.2 The specifications, drawings, descriptions and other documents agreed between MKB GmbH and the Supplier apply to the quality of the goods or services. The Supplier must perform its services using a quality management system, which complies with at least the requirements of ISO 9001, and undertakes to continue to develop this system in accordance with the state of the art in order to satisfy the requirements of ISO/TS 16949.

8.3 The Supplier undertakes in particular to comply with the VDA document "Ensuring Quality in the Automotive Industry – Supplier Evaluation, Checking of First Samples" ("Sicherung von Qualität in der Automobilindustrie-Lieferantenbewertung, Erstmusterprüfung") as well as the VDA document "Ensuring the Quality of Deliveries/Supplier Selection/Quality Assurance Agreement/Production Process and Product Release/Quality Performance during Serial Production/Declaration of Constituents" ("Sicherung der Qualität von Lieferungen/Lieferantenauswahl/Qualitätssicherungsvereinbarung/Produktionsprozess- und Produktfreigabe/Qualitätsleistung in der Serie/Deklaration von Inhaltsstoffen") as amended from time to time. Irrespective of that, the Supplier must check the quality of the supplied items itself and subject same to outbound inspections. If our customer should demand other or further checks, these must be performed and maintained in concert by the Supplier.

9 Documents, Secrecy and Industrial Property Rights

9.1 The Supplier is under the obligation to treat all not publicly known information, in particular specifications, drawings, templates, models, tools, documents, software and any other data carriers, which MKB GmbH provides to the Supplier under this contract or in connection with same, confidentially and not to disclose same to third parties or to reproduce them, unless this is absolutely necessary to perform the contractual services. The Supplier must ensure that its employees and agents are placed under a corresponding duty to maintain secrecy. MKB GmbH reserves all property and copyrights in the information and items listed in the preceding sentence, which MKB GmbH makes accessible to the Supplier under or in connection with this contract. If requested by us, all information from MKB (including any copies and records) and items provided by way of loan must be immediately and fully returned to us or destroyed.

9.2 Products, which were manufactured on basis of documents drafted by us, such as drawings, models and so forth, or on basis of confidential information or using our tools or reproduced tools may not be used by the Supplier itself, nor offered or delivered to third parties. This applies mutatis mutandis to our print orders.

10 General Provisions

10.1 If any of the foregoing provisions should be or become invalid, this shall not affect the effectiveness of the remaining provisions. The invalid provisions shall be substituted by such effective provisions, which come closest to the economic purpose of the contract and the appropriate protection of the mutual interests.

10.2 The contractual relationship is exclusively governed by the laws of the Federal Republic of Germany under exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.3 Place of jurisdiction for all claims against merchants and legal entities under public law arising from the commercial relationship is Schweinfurt, Germany. MKB GmbH is, however, at its option also allowed to initiate proceedings against the Supplier at the court at the place of the registered offices of the Supplier or its branch or at the court at the place of performance.

10.4 All previous "General Terms of Purchase and Orders" become herewith invalid.