

General terms and conditions of purchase of AS Drives & Services GmbH

1. Scope of application

- 1.1 We conclude contracts with suppliers only on the basis of our general terms and conditions of purchase (GTCP) valid at the time. Our GTCP do not apply to consumers. Once they have been received by the supplier, our GTCP shall apply to all subsequent transactions in the course of business. New versions shall apply from our written notice of amendment.
- 1.2 We shall not be bound by any conflicting, deviating or unilateral terms and conditions of the supplier. This shall also apply if we do not expressly object to such conditions or provide or accept services without reservation.

2. Conclusion of contract

- 2.1 If the supplier submits an offer to us or if their order confirmation deviates from our order, the contract shall only be concluded upon receipt of our written confirmation.
- 2.2 The supplier is bound to their offer for 8 weeks from receipt by us.
- 2.3 The preparation of offers and the elaboration of projects by the supplier is non-binding and free of charge for us.
- 2.4 We may demand changes to the design and execution of the delivery item within the scope of what is reasonable for the supplier. In doing so, the effects, in particular with regard to additional or reduced costs as well as the delivery dates, shall be settled by mutual agreement in an appropriate manner.

3. Prices

- 3.1 The prices payable on the basis of the contract concluded with the supplier are binding. They include all services and ancillary services of the supplier (e.g. transport, assembly, installation).
- 3.2 Unless otherwise agreed in writing, all prices are DDP (according to Incoterms 2010), packaged, plus applicable VAT, insofar as applicable.

4. Due date and payments

- 4.1 The agreed price is due within 30 calendar days of complete delivery and performance (including any necessary legal acceptance) and receipt of a proper invoice.
- 4.2 If we make the payment within 14 calendar days from the existence of the due date requirements, the supplier shall grant us a 2% discount on the net amount of the invoice.
- 4.3 We do not owe interest on maturity. In the event of default, the statutory provisions shall apply.

5. Deliveries and services

- 5.1 The delivery or performance time agreed with the supplier is binding. The supplier is obliged to inform us immediately in writing if it becomes apparent to them that the agreed deadline cannot be met.
- 5.2 If the supplier does not provide their delivery or service or does not do so within the agreed time, our rights - in particular to withdrawal and compensation - shall be determined in accordance with the statutory provisions.
- 5.3 Events of force majeure shall release the supplier from their obligation to deliver or perform insofar as they persist. The supplier is obliged to inform us immediately of the occurrence of such an event and at the same time to inform us of the time at which they will probably be able to provide its deliveries or services.

6. Examination and notice of defects, rights in respect of defects

- 6.1 The statutory obligations to inspect and give notice of defects per § 377 HGB [German commercial code] shall apply with the following proviso: our obligation to inspect upon receipt of the goods shall be limited to defects that can be identified by an external inspection including the delivery documents.
- 6.2 If there is a defect in the goods delivered or the service provided, our rights in respect of defects shall otherwise be governed by the statutory provisions.

- 6.3 We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse per §§444a, 445b, 478 BGB [German civil code]) without restriction in addition to the claims for defects. In particular, we are entitled to demand the type of subsequent performance from the supplier that we owe our customer in the individual case. Our statutory right of choice (§ 439 (1) BGB) is not restricted by this.

7. Liability, insurance

- 7.1 The supplier shall be liable for the breach of contractual obligations in accordance with the statutory provisions.
- 7.2 The supplier shall take out and maintain adequate product liability insurance. This must have a sum insured of at least 500,000 euros for personal injury, property damage and financial loss.

8. Property Rights, Provisions, Retention of Title

- 8.1 By concluding the contract, the supplier does not acquire any rights to illustrations, drawings, models, plans, software, samples and other documents, unless this is absolutely necessary for the performance of the contract. All our rights to the illustrations, drawings, models, plans, software, samples and other documents, including copyrights, trademark rights, company rights and rights to know-how, shall therefore remain with us. Illustrations, drawings, models, plans, software, samples and other documents may not be reproduced or distributed by the supplier or disclosed to third parties without our consent.
- 8.2 Upon request or if the order is not placed, the illustrations, drawings, models, plans, software, samples and other documents must be returned to us without delay.
- 8.3 The above provisions apply accordingly to substances and materials as well as to tools and other objects that we provide to the supplier. Such items shall – as long as they are not processed – be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss.
- 8.4 The processing of materials provided or their mixing by the supplier with another item over which the supplier has the right of disposal shall be carried out for us. We shall acquire co-ownership of the newly created item in the ratio of the value of our contributions to the processing or the other items at the time of processing or mixing. If the mixing results in the other item being regarded as the main item in relation to the provision, we shall acquire co-ownership of the main item on a pro rata basis.
- 8.5 We recognise a simple reservation of title declared by the supplier. However, extended or expanded reservations of title, in particular group reservations, shall not apply.

9. Other provisions

- 9.1 We are entitled to offsetting and retention rights to the extent that is legally permitted.
- 9.2 The place of performance is the location of our head office in 48734 Reken. The place of jurisdiction for all disputes arising from commercial transactions with fully qualified merchants and legal persons under public law is Münster for both parties (§ 38 ZPO [code of civil procedure]). This also applies to bills of exchange and cheque processes. We may also bring an action against our supplier at their general place of jurisdiction.
- 9.3 German law applies, with the exclusion of the CISG.
- 9.4 Amendments or supplements to these GTCP must be made in writing. This shall also apply to the waiver of this written form requirement or a deviation from it.
- 9.5 If individual provisions of these GTCP or of the delivery transaction are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or other parts of such clauses.

Dated: January 2019