

GENERAL TERMS AND CONDITIONS OF PURCHASE

For Use in Dealings with Companies

MAFI Transport-Systeme GmbH

(last updated: June 2018)

Unless otherwise agreed in writing, our orders are subject to the following terms and conditions. If the supplier should have other terms and conditions, such shall apply only if we expressly acknowledge them; they shall not constitute part of the subject matter of the contract without express written acknowledgement even if they are referred to in the order acceptance. The same shall apply if we accept the ordered goods in whole or in part or make payments; the fulfillment of the order by the supplier – even without written confirmation – shall be deemed the acceptance of our terms and conditions as set out below. These terms and conditions shall also apply to all future transactions with the supplier and only to merchants.

I. Quotes

Quotes submitted must be binding and free of charge.

II. Orders, conclusion of a contract

1. Orders and other declarations are only binding if we issue or confirm them in writing.
2. The supplier must confirm our order in writing within five working days. Any confirmation received after this period shall be deemed a new binding quote.

III. Prices

1. The prices are fixed prices unless we expressly confirm a price escalation clause or expressly agree that prices are subject to change. The supplier shall require our written consent in order to fulfill an order at prices higher than those we have indicated.
2. The prices quoted shall include delivery to our premises in 97941 Tauberbischofsheim, Germany, as well as packaging and shipping costs. If anything to the contrary is agreed, we shall assume only the most cost-effective shipping costs. The supplier shall bear all the costs incurred up to the time of handover to the carrier.

We reserve the right to accept overdeliveries or underdeliveries.

IV. Invoices and payment

1. Invoices shall not be enclosed with the consignment but shall be issued separately for each order following delivery, indicating value added tax and stating our order number and order date.
2. Payments shall be effected in the form of payment of our choice within 14 days with a 3% discount or, after 30 days, net.
3. Payment periods generally commence on the day we receive the invoice, but not before we have received the goods or the services have been rendered.
4. We do not accept arrangements for payment in the form of cash on delivery or advance payment.

- Our payments shall each be effected subject to correction in the event of subsequent objections. In the event of a defect subject to warranty, we shall be entitled to refuse payment until the defect has been duly remedied.

V. Assignment, offsetting

- Without our prior written consent, which must not be unreasonably withheld, the supplier is not entitled to assign its receivables against us or have them collected by third parties. In the event of an extended reservation of title, our consent shall be deemed granted.

If, contrary to sentence 1, the supplier assigns its monetary claim against us to a third party without our consent, the assignment shall nevertheless be effective. However, we may, at our discretion, make payment to the supplier or the third party with discharging effect.

- The supplier shall be entitled only to offset claims which we have acknowledged or which have been legally established or to assert a right of retention on account of such claims.

VI. Delivery items

- The content, type and scope of the goods and services shall be governed solely by our order. We are entitled to require changes in the way in which an order is fulfilled, at any time, as well as corrections of obvious spelling or calculation errors and other errors.

- The drawings, descriptions, etc. associated with the order are binding for the supplier. However, the supplier must check them for discrepancies and immediately notify us in writing of any defects discovered or suspected. The supplier shall remain solely responsible for any drawings, plans and calculations it prepares, even if we have approved them.

- If no further requirements are specified in the order, the delivery items must be of merchantable quality and, if there are DIN or equivalent standards, be in line with such standards on delivery. The delivery items must be manufactured and fitted out in such a way that they comply with the safety regulations applicable on the date of delivery, including but not limited to accident prevention regulations and ergonomic principles.

- Due to the present legal situation, MAFI Transport-Systeme GmbH is obligated to obtain information relevant to customs and export control law on the materials supplied. The supplier must therefore provide the following export control data when an order is placed, on delivery at the latest:

- Country of origin
 - Customs tariff number (statistical commodity code)
 - Export list number [*Ausfuhrlistennummer*], applicable in Germany (“AL” number)
 - Export Control Classification Number (ECCN)
- The following are possible options for a customs and export control declaration:
- Long-term supplier’s declaration [*Langzeitlieferantenerklärung*]/supplier’s declaration with proof of preferential origin [*Lieferantenerklärung mit Präferenzursprungseigenschaft*]
 - Certificate of origin [*Ursprungszeugnis*]/declaration of the Chamber of Industry and Commerce [*Erklärung der Industrie- und Handelskammer, IHK*] for non-preferential origin

VII. Provision, production materials

- The objects we provide must be handled and used on our behalf as intended; they shall remain our property at every stage of handling and use. If they are used together with other items that are not our property, we shall be entitled to co-ownership of the newly manufactured items in the proportion of the value of the items we provide to the total of all items used in production, including the supplier’s expenses for using them. In this respect, the supplier shall also store the items for us free of charge. The same shall apply if our title to the items should be lost as a result of mixing or blending.

We must be informed without delay if there is a legal or actual adverse effect on the items provided.

2. The supplier shall be liable for any loss of or damage to items provided. In the event of accidental loss or accidental damage to items provided, the supplier shall have no claim to reimbursement of its expenses for the handling or use of such items.
3. Production materials, such as models, samples, tools, gauges, molds, fixtures, drawings, data sheets and the like, which the supplier receives from us – also in electronic form – or which are manufactured by the supplier or for the supplier by third parties according to our specifications, must not be sold, pledged or otherwise passed on to third parties, nor used or copied for third parties in any way without our written consent. The same shall apply to objects manufactured by means of such production materials; such objects may be delivered solely to us unless we agree in writing to their use for other purposes. On completion of the order, the production materials must be returned to us in proper condition without delay.
4. Tools, molds, devices, templates, films, drawings, engravings, models, samples, data sheets, etc. provided or ordered by us – also any of these in electronic form – shall remain our property or shall become our property on acquisition or manufacture; the handover of such objects shall in such case be replaced by the fact that the supplier shall store the objects for us. The objects must be marked as our property; they must be comprehensively maintained and repaired and adequately insured. Section 690 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB) does not apply in this respect.

Our title to the objects shall also entitle us to provide them to third parties for production. This shall apply in particular if the supplier encounters production difficulties. If we ask the supplier to surrender the objects, the supplier must comply with our request without delay and without any rights of retention. Irrespective of the foregoing, we are willing to leave the objects in the supplier's possession for as long as the supplier delivers the goods in accordance with the order, in particular in due time and at competitive prices.

5. If the supplier violates the provisions of paragraphs 3 and 4, we shall be entitled, without prejudice to further rights, to rescind the contract in whole or in part or to demand damages instead of performance or the reimbursement of futile expenditure.

VIII. Rescission

1. We shall be entitled to rescind the contract in whole or in part without compensation if the supplier's credit rating or ability to deliver deteriorates to such an extent that we deem the fulfillment of the contract to be at risk, if the supplier ceases to make payments, if insolvency proceedings are instituted against its assets or if the institution of insolvency proceedings is rejected for lack of assets.
2. If it becomes impossible or considerably more difficult for us to fulfill our contractual obligations as a result of circumstances beyond our reasonable control – in particular due to force majeure – we may rescind the contract in whole or in part or demand the fulfillment of our order at a later date without giving rise to any claims against us on the part of the supplier.

IX. Delivery dates

1. Agreed delivery dates or delivery periods are binding. Delivery periods shall commence on the order date.
2. The date of delivery shall be the day on which the delivery item ordered and the shipping documents arrive at the place of receipt specified by us or on which the service is rendered there.
3. If it becomes apparent that the delivery date or delivery period will be exceeded, the supplier must inform us in writing, without delay, of the reason and the expected duration.

4. The non-observance of the delivery date or the delivery period shall trigger the statutory consequences of default unless the non-observance is verifiably due to force majeure within the supplier's sphere or due to industrial disputes for which the supplier is not responsible. In such cases, the supplier shall in particular be obligated to provide compensation for the damage caused by the delay. The acceptance of delayed deliveries shall not constitute a waiver of damages vis-à-vis the supplier.

If the delivery date or delivery period is exceeded, we shall be entitled to rescind the contract after setting a reasonable deadline. In addition to rescission, we shall be entitled to claim damages in lieu of performance or the reimbursement of futile expenditure unless the supplier is not responsible for the failure to adhere to the delivery date or delivery period.

X. Packaging, shipping, acceptance

1. Insofar as a type of packaging is necessary or customary for the delivery item, the supplier shall ensure adequate packaging at its own expense. Our packaging instructions from the drawing and/or the order text must be observed.
2. In addition to the agreed price for the delivery, we shall pay for packaging material only if such fee has been expressly agreed. We reserve the right to return any valuable packaging material used for shipment to the supplier's address and to be reimbursed the full rental costs or the packaging value.
3. Shipment must be effected to the place of receipt we have specified. Deliveries for which we must bear shipping costs in whole or in part must be shipped with the means of shipment most economical for us and as the most economical types of cargo.
4. For deliveries involving assembly or installation, the risk shall pass to us on acceptance; for other deliveries, the risk shall pass to us on the arrival of the delivery item at the specified place of receipt. Until then, delivery and shipment shall be at the supplier's risk unless we are in default of acceptance.
5. We shall only assume costs for transport insurance or breakage insurance if agreed in writing in advance.
6. Shipping notifications must be submitted without delay on the dispatch of each individual delivery. Each shipment must be accompanied by a delivery note. Our order numbers must be indicated in the shipping documents.
7. If we do not receive proper shipping documents on receiving the delivery item, or if our order numbers and item numbers are not correctly indicated in the shipping documents, the supplier shall bear any additional costs incurred as a result. In such cases, we shall also be entitled to refuse acceptance of the delivery at the supplier's expense.

The same shall apply if the packaging shows significant external damage on the delivery of the delivery item.

8. We are also entitled to refuse to take receipt of the delivery item if an event of force majeure or other circumstances beyond our reasonable control, including industrial disputes, make taking receipt of the delivery item impossible or unreasonable. In such a case, the supplier shall store the delivery item at its own expense and risk.
9. In the cases of paragraphs 7 and 8, we shall not be deemed in default of acceptance.
10. If goods that we do not accept or defective goods are returned, the return transport shall be at the supplier's risk. The equivalent value of the return shipment shall be charged to the supplier.

XI. Warranty

1. The supplier's warranty obligations shall be governed by the statutory provisions unless otherwise stated below. We shall be entitled, at our discretion, to claim the rectification of a defect or the delivery of defect-free goods. In urgent cases, we shall automatically be entitled, at the supplier's expense, to remedy the defect ourselves or to have it remedied by a third party or to procure a replacement by other means. If the supplier defaults on its warranty obligations, we shall be entitled to rescind the contract.
2. The replacement delivery shall be carried out carriage and packaging paid. The return of unusable goods shall be carried out carriage and packaging paid for us. The supplier shall bear any and all costs arising from the remedy of defects.
3. Unless otherwise agreed, the warranty period shall be two years. It shall be extended by the time during which the goods cannot be used due to the existence of defects. A new two-year period shall commence in the case of a replacement delivery.
4. We shall be entitled to notify the supplier of defects which only become apparent once the delivered goods are put to use or put into operation, without delay once they have been discovered. In this respect, the supplier hereby waives the objection of a delayed notification of defects. Our payments shall not constitute unconditional acceptance of the goods.
5. If, as a result of defective delivery, it is necessary to conduct a comprehensive inspection exceeding the usual scope of the incoming goods inspection, the supplier shall bear the costs incurred in this respect. In urgent cases, we shall be entitled to remedy the defects ourselves at the supplier's expense.

XII. Production inspections, technical acceptance

1. We reserve the right, during production and before delivery, to inspect the quality of the materials used, the dimensional and quantity accuracy and other quality of the parts produced as well as the compliance with the other specifications of the order, in the facilities of the supplier and its sub-suppliers.
2. If we have reserved the right to perform technical acceptance of the completed delivery item in the supplier's facilities, either ourselves or by a third party commissioned by us, we or the third party commissioned by us shall be notified in writing of the readiness for acceptance 14 days prior to readiness for shipment. The supplier shall bear the material costs of acceptance.
3. The production inspections and/or the technical acceptance shall not release the supplier from its obligations of performance and/or warranty.

XIII. Product liability

1. If a defect in one of the supplier's products causes damage, the supplier shall be obligated to indemnify us, on first demand, against claims for damages by third parties.
2. In this context, the supplier shall also be obligated to reimburse any expenses arising from or in connection with a recall campaign we carry out. As far as possible and reasonable, we shall inform the supplier of the content and scope of the recall measures to be carried out and give the supplier the opportunity to comment.
3. The supplier undertakes, at our request, to take out product liability insurance without delay with an insured amount to be determined by us, but at least with an insured amount of EUR 5 million per personal injury/property damage. If we are entitled to further claims for damages, such claims shall remain unaffected.

XIV. Property rights

The supplier shall ensure that the delivery and use of the ordered goods will not infringe any patents and/or property rights of third parties. The supplier shall indemnify us, at our first request, against any claims by owners of property rights to the full extent and shall be obligated to provide us with all the necessary support in defending third-party claims and to bear the costs thereof. The same applies to deliveries which third parties provide to the supplier and which the supplier passes on to us.

XV. Environmental protection

1. Environmental protection forms an integral part of our quality requirements. For this reason, we use a quality management system in accordance with DIN EN ISO 9001 and an environmental management system in accordance with DIN EN ISO 14001.
2. Our basic code of conduct includes environmentally compatible production and the reduction of energy consumption.
3. We ask our suppliers and service providers to support us in achieving these goals within the scope of their activities. In the procurement of goods and services, therefore, in addition to price and cost-effectiveness, we consider environmental compatibility and the energy efficiency of products to be key purchasing criteria. We reserve the right to verify these characteristics in our contractors and make arrangements to do so in the course of quality audits.
4. Compliance with our above-mentioned environmental protection requirements forms the commercial basis for all contractual relationships between us and all our suppliers. Non-compliance may result in the termination of the business relationship.
5. The supplier undertakes to comply with the relevant statutory regulations on environmental protection and, in its activities, to endeavor to reduce or even avoid adverse effects on people and the environment. In addition to economic aspects, the energy efficiency of the products offered is particularly decisive in our awarding of contracts. In order to give due consideration to aspects of environmental protection and, in particular, energy efficiency, the supplier must take all national requirements and the requirements of the relevant EU directives into account.
6. The supplier must conduct a quality and environmental check of its products in accordance with the latest state of the art and in accordance with the type and scope of the products.
7. We expect the supplier to ensure that the quality of its products to be supplied to us is consistently in line with the state of the art and to inform us of possible improvements and technical changes. However, any changes to be made to the delivery item shall always require our prior written consent.
8. The supplier undertakes to comply with all statutory safety and environmental regulations.

XVI. General provisions

1. The law of the Federal Republic of Germany applies to all legal relationships arising from or in connection with our orders.
2. The place of performance is 97941 Tauberbischofsheim, Germany. If the supplier is a merchant, the place of jurisdiction shall also be 97941 Tauberbischofsheim, Germany. We are also entitled to sue the supplier at its general place of jurisdiction.
3. If individual provisions of these terms and conditions or the delivery contract should be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provisions shall be reinterpreted in such a way that the intended legal and economic purpose is achieved. The same shall apply if, during the implementation of the contract, a contractual gap in need of amendment becomes apparent. The parties to the contract undertake to amend the invalid provisions without delay by means of legally effective agreements or to fill the contractual gap.