

General terms and conditions of purchase of B+B Thermo-Technik GmbH

1. General - Scope

- Our terms and conditions of purchase shall apply exclusively; we do not recognize the supplier's contradictory conditions or conditions deviating from our terms and conditions of purchase, unless we have explicitly confirmed their validity. Our terms and conditions of purchase shall also apply if we accept the delivery by the supplier without reservation with knowledge of the supplier's contradictory conditions or conditions deviating from our terms and conditions of purchase.
- Any agreements concluded between us and the supplier regarding the execution of this contract must be made in writing in this contract.
- Our terms and conditions of purchase only apply towards companies according to Art. 310 Sec. 4 German Civil Code.

2. Offer - Proposal Documents

- The supplier is obliged to accept our purchase order within a term of 2 weeks.
- We reserve property rights and copyrights in any illustrations, drawings, calculations and any other documents; they must not be made available to any third parties without our explicit written consent. They must exclusively be used for the manufacture based on our purchase order; after completing the order, they shall be returned to us unsolicitedly. They shall be kept secret towards any third parties, insofar the stipulation of Art. 9 Sec. (4) shall apply additionally. (4).

3. Prices - Terms of Payment

- The price laid down in the purchase order shall be binding. In the absence of any deviating written agreement, the price shall comprise delivery „carriage free“ including packaging. The return of the packaging requires special agreement.
- The statutory value-added tax is included in the price.
- We can only process any invoices if they include - in accordance with the requirements in our purchase order - the order number indicated there; the supplier shall be responsible for any consequences arising from non-compliance with this obligation unless they prove that they are not responsible for them.
- Unless otherwise agreed in writing, we pay the purchase price within 14 days calculated from delivery and receipt of invoice with 3% discount or within 30 days of receipt of invoice net.
- Any offset rights and rights of retention shall be due to us to the statutory extent.

4. Delivery Period - Packaging

- The delivery period indicated in the purchase order shall be binding.
- The supplier is obliged to inform us immediately in writing if any circumstances arise or become discernible to them which result in the fact that the determined delivery period cannot be met.
- In the event of default of delivery we shall be entitled to the statutory claims. We are particularly entitled to demand compensation instead of the delivery and withdrawal after fruitless expiration of a reasonable period of time. If we demand compensation, the supplier shall be entitled to prove that they are not responsible for the breach of duty.
- We are entitled to refuse the acceptance of any goods delivered before the delivery date indicated in the purchase order and to send back the goods delivered ahead of schedule or to store them at any third parties, respectively, for account of and at the risk of the supplier.
- Every delivery shall be packed in such a way that any damage due to transport and when handling the parts is excluded. On our request, the supplier shall take back the packaging at their expense.

5. Passing of Risk - Documents

- Unless otherwise agreed in writing, the delivery shall be made free domicile.
- The supplier is obliged to exactly state our order number and item number on any shipping papers and delivery notes; in case of default we are not responsible for any delays in processing.

6. Examination for Defects - Liability for Defects

- We are obliged to examine the goods within a reasonable period for any possible deviations in quality and quantity; the notice of defects shall be in time if it is received by the supplier within a period of 5 working days calculated from receipt of goods or, in the event of hidden defects, from discovery.
- The statutory warranty claims shall be due to us in full; in any case we are entitled to demand, at our option, either remedy of defects or delivery of a new item. The right to compensation, particularly to compensation instead of performance, shall explicitly remain reserved.
- We are entitled to remedy the defect ourselves at the supplier's expense, if there is danger in delay or special urgency.
- The period of limitation shall be 36 months, calculated from the passing of risk.
- Any objections to the deliveries shall be made in written form. The supplier must comment the objection in writing within 48 hours having to indicate improvement measures with operation dates.

7. Product Liability - Indemnification - Liability Insurance Cover

- Provided that the supplier is responsible for a product damage, they shall be obliged to keep us indemnified from any third-party claims for damages upon first request as far as the cause lies within their domain and organizational area and they themselves are liable in the relationship with third parties.
- In the context of their liability for any damage within the meaning of section (1) the supplier shall also be obliged to reimburse any possible expenses according to Art. 683, 670 German Civil Code as well as according to Art. 830, 840, 426 German Civil Code, which result from or in connection with a recall program carried out by us. We will inform the supplier - as far as possible and reasonable - about the content and scope of the recall actions to be carried out and give them the opportunity to make a statement. Any other statutory claims remain unaffected.
- The supplier undertakes to maintain a product liability insurance.

8. Property Rights

- The supplier guarantees that no third-party rights are infringed within the Federal Republic of Germany in connection with their delivery.
- If we are held responsible by a third party for this, the supplier shall be obliged to keep us indemnified from these claims upon first written request; we are not entitled - without the supplier's consent - to enter into any agreements with the third party, particularly not to reach a settlement.
- The supplier's obligation of indemnification refers to any expenses necessarily incurred by us from or in connection with being held responsible by a third party.
- The period of limitation shall be ten years, calculated from the conclusion of contract.

9. Reservation of Title - Provision - Tools - Confidentiality

- Provided that we provide any parts to the supplier, we reserve the ownership in it. Processing or reworking by the supplier is carried out for us. If the goods subject to reservation of title are processed using other items not belonging to us, we acquire co-property in the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- If the item provided by us is mixed unseparably with other items not belonging to us, we acquire co-property in the new item in proportion to the value of the good subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the items are mixed in such a way that the supplier's item is to be regarded as the main item, it shall be agreed that the supplier proportionally transfers co-property to us; the supplier shall hold the sole ownership or co-ownership in custody for us.
- We reserve the ownership in any tools; the supplier shall be obliged to use the tools exclusively for the manufacture of any goods ordered by us. The supplier is obliged to insure the tools belonging to us at their replacement value at their own expense against damage from fire, water or theft. At the same time, the supplier assigns any claims for compensation from this insurance to us already now; we herewith accept the assignment. The supplier is obliged to carry out any maintenance, inspection, servicing and repair work required for our tools in time and at their own expenses. They must inform us immediately of any possible incidents; if they culpably fail to do so, any claims for damages shall remain unaffected.
- The supplier is obliged to treat any received illustrations, drawings, calculations and any other documents and information as strictly confidential. They must only be disclosed to third parties upon our explicit consent. The obligation to secrecy applies also after completion of this contract; it expires if and when the manufacturing knowledge contained in the provided illustrations, drawings, calculations and any other documents becomes generally known.

10. Hazardous Substances

- The supplier will ensure that the requirements of the European Chemicals Directive „REACH“ (EC directive) no. 1907/2006, OJEU of 30 December 2006) - hereinafter referred to as „REACH“ - are complied with. The supplier knows that the products cannot be used if the requirements of REACH are not completely and correctly complied with.

11. Compliance

- The supplier undertakes to comply with the respective statutory regulations in dealing with employees, environmental protection and safety at work and to endeavor to reduce any negative impact of their activities on people and the environment. Furthermore the supplier will observe the principles of the Global Compact Initiative of the UN. They primarily concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, the responsibility for the environment and the prevention of corruption. Further information on the Global Compact Initiative of the UN is provided at www.unglobalcompact.org.
- Provided that the supplier behaves illegally in a repeated way and/or despite the respective note and does not prove that the infringement has been remedied as far as possible and that appropriate precautions have been taken to prevent any infringements in the future, we reserve the right to withdraw from any existing contracts or to terminate them without notice.

12. Severability Clause

- If individual stipulations of these General Terms and Conditions of Purchase are or become void, the remaining stipulations shall remain effective.

13. Force Majeure

- Any exceptional events like war, industrial action (strike and lockout), interruptions of operation as well as operational restrictions and similar cases resulting in a reduced consumption entitle us to withdraw from the contract in whole or in part. The supplier will be informed immediately about the occurrence of any such events.

14. Place of Jurisdiction – Place of Fulfillment

- If the supplier is a merchant, the place of jurisdiction shall be our registered office; however, we are entitled to institute proceedings against the supplier also at their place of residence.
- Unless otherwise stated in the purchase order, the place of fulfillment shall be our registered office.