

General Purchasing Terms and Conditions of Schreiner Group GmbH & Co. KG

I. Scope of Application

1. Our purchasing terms and conditions will exclusively apply; we will not accept any terms of the supplier's, which contradict or differ from our purchasing terms unless we have expressly agreed to them in writing. Our purchasing terms and conditions will even apply in the event that, despite having knowledge of any terms of the supplier's, which contradict or differ from our purchasing terms and conditions, we accept the supplier's delivery without reservation.
2. Any agreements made between the customer and the supplier for the purpose of performing this delivery agreement will be set forth in this agreement in writing. There are no oral sub-agreements.
3. Our purchasing terms and conditions will also apply to all future business transactions with the supplier.
4. These purchasing terms and conditions will only apply to transactions with enterprises in the spirit of Section 310, Paragraph 1, German Civil Code.

II. Purchase Order

1. Delivery agreements (purchase order and acceptance) and call-offs for shipments as well as changes/amendments require the written form.
2. The supplier is obligated to accept our purchase order within the period of 2 weeks.
3. Call-offs may also be communicated by remote data transmission.
4. The customer has the right to require the supplier to make modifications of the purchased/contract product in terms of design and workmanship/manufacture to a reasonable extent.

III. Prices and Terms of Payment

1. The price stated in the purchase order will be binding. In the absence of any written agreement stating otherwise, the price will include delivery "free buyer's store" to the receiving point named by the customer.
2. Statutory value added tax is not included in the price.
3. In the absence of any written agreements stating otherwise, the customer will pay the purchase price within 14 days after delivery and receipt of invoice by applying a 3 % discount, or net within 60 days after receipt of invoice. Invoices will only be processed if – as required by the purchase order – they include the purchase order number stated therein; the supplier will be responsible for any consequences resulting from failure to comply with this requirement unless supplier can prove that it is not responsible for such failure.
4. The customer enjoys the statutory offsetting and retention rights.

IV. Passing of Risk/Documents

1. In the absence of any agreements stating otherwise, delivery will be made "free buyer's store" to the receiving point named by the customer. The supplier will bear the transportation risk.
2. The supplier is obligated to accurately state our purchase order number on all shipping documents and delivery notes; should supplier fail to do so we will not be responsible for any processing delays.

V. Delivery Period

1. The delivery period stated in the purchase order will be binding. Early shipments are only permissible with the customer's written consent.
2. The supplier is obligated to immediately inform the customer – in writing – in the event of any circumstances occurring, or supplier realizing that they may occur, which may result in a failure to meet the agreed delivery time.
3. In the event of delayed delivery the customer will be entitled to claims as provided for by law. The customer in particular will be entitled, after ineffective expiration of a reasonable additional period of time, to claim damages instead of performance and to withdraw from the contract. In the event that the customer claims damages, the supplier will have the right to prove that it is not responsible for the breach of obligations.

VI. Quality and Documentation

1. With regard to its deliveries the supplier will comply with the generally accepted rules of technology, safety regulations, agreed technical data and all legal requirements. Any changes to the purchased/contract product require the customer's prior written consent.
2. In the event that the type and scope of tests/inspections and the testing/inspection equipment and methods are not subject to firm agreement between supplier and customer, the supplier will be obligated to perform tests/inspections in accordance with the current state of testing/inspection technology.
3. Supplier will be obligated to implement the requirements regarding the existing documentation for parts requiring documentation (D-part) accordingly. For guidance, reference is made to VDA document "Nachweisführung – Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen" ("Documentation – Guide to Documentation and Archiving of Quality Requirements").

VII. Examination of Defects and Liability for Defects

1. We are merely obligated to inspect the goods within a reasonable period of time for obvious defects and correspondence of the goods with the quantity and type stated on the purchase order; a complaint will be deemed to have been made in time if it is received by the supplier within a period of 3 working days after receipt of goods or in the event of hidden defects after their detection.

2. The customer will be fully entitled to claims for defects as provided for by law. Therefore, the customer will have the right – in any case – to demand that supplier correct the defect(s) or supply new goods, at the customer's discretion. The right to claim compensation for damages, in particular compensation for damages instead of performance, is expressly reserved.
3. The customer will be entitled, at supplier's cost, to correct the defect itself or to have the defect corrected by a third party in the event of imminent danger or special urgency.
4. The period provided for under the statute of limitations (period of prescription) will be 36 months, commencing at the time of the passing of the risk.

VIII. Product Liability; Discharge

1. If the supplier is responsible for product damage, supplier will be obligated to discharge us from any third-party claims for damages, upon our first demand to do so, to the extent that the cause of such damage is found in supplier's sphere of control and organization, and supplier itself is externally liable.
2. Furthermore, within the scope of its liability for cases of damage in the spirit of Paragraph (1) supplier will also be obligated to reimburse any expenses according to Sections 683, 670, German Civil Code, or according to Sections 830, 840, 426, German Civil Code, which are incurred as a result of or in conjunction with any re-calls made by us. We will inform supplier about the content and scope of re-calls to be made – to the extent that is possible and reasonable – and give supplier the opportunity to state its position. Other statutory entitlements will not be affected.
3. The supplier agrees to maintain in effect a product liability insurance policy with coverage amounting to a minimum of €10 million per case of personal injury or death/property damage – flat. In the event that we are entitled to any further claims for damages, they will not be affected.

IX. Proprietary Rights

1. The supplier guarantees that the products delivered are unencumbered by any proprietary rights held by third parties and that the further delivery of these products, irrespective of their processing condition, and their use does not infringe on any patents, licenses and other proprietary rights.
2. The supplier will discharge the customer and its customers from any third-party claims arising from any violations of proprietary rights upon the customer's first demand to do so and will bear all costs necessarily incurred by the customer in this context.
3. The customer's afore-stated claims will expire under the statute of limitations (period of prescription) after ten years following the execution of the agreement.

X. Retention of Title; Provision of Items

1. In the event that the customer provides any items to the supplier, the customer will retain the title to such items. Any processing or conversions by the supplier will be solely made for the customer. In the event that the retained goods are processed in conjunction with any other items which are not the customer's property, customer will acquire a co-proprietorship of the new items in the amount of the value of customer's item (purchase price plus VAT) in relation to the other processed items at the time of processing.
2. In the event that the customer's retained goods are inseparably mixed with other items which are not the customer's property, customer acquires a co-proprietorship of the new item in the amount of the value of customer's item (purchase price plus VAT) in relation to the other mixed items at the time of mixing. In the event that the mixing occurs in such a manner that the supplier's item must be deemed to be the main item, it is deemed to have been agreed that supplier assigns to customer a co-proprietorship on a pro-rated basis; the supplier will store items that are the customer's sole or co-owned property free of charge for customer.
3. Any material provided by the customer will be separately stored, marked and managed up to the time of its processing or mixing. In the event of an impairment of value or loss the supplier will compensate for such impaired value or loss.

XI. Confidentiality/Non-Disclosure

1. The supplier agrees to strictly treat any illustrations/pictures, drawings, calculations and other documents and information received as trade secrets which may only be disclosed to third parties with the customer's express consent. The reproduction of such items is only permissible within the scope of operational requirements and the provisions of copyright/ intellectual property law.
2. This non-disclosure obligation will remain in effect even after termination of this agreement. The non-disclosure obligation will expire if and when the knowledge or other information conveyed in the illustrations/pictures, drawings, calculations and other documents has become generally available.
3. Sub-suppliers will be bound by appropriate agreements accordingly.
4. The contractual parties may only use their mutual business relationship for the purpose of advertising with prior written consent by the other party.

XII. Code of conduct for suppliers

1. The supplier undertakes to comply with the human rights and environmental expectations demanded by the customer. These can be found in the customer's policy statement in accordance with section 6 (2) of the Act on Corporate Due Diligence Obligations in Supply Chains.

2. The supplier undertakes to address these human rights and environmental expectations of the customer along the supply chain and to contractually oblige its direct suppliers to comply with them.
3. The supplier undertakes to have the customer carry out appropriate monitoring measures at its premises in order to verify the supplier's compliance with the human rights strategy.
4. The supplier further undertakes to implement the customer's requirements with regard to further preventive and remedial measures based on the implementation of statutory regulations.

XIII. Place of Performance, Legal Venue and Applicable Law

1. The place of performance for deliveries and services will be the respective receiving location stated in the purchase order.
2. The legal venue will be Munich if the supplier is a merchant. The customer, however, retains the right to bring legal action against the supplier at its generally applicable legal venue.
3. The contractual relationship will be governed by the laws of the Federal Republic of Germany, excluding application of the EU Convention on the International Sale of Goods.