



## Conditions of purchase of Gebrüder Frei GmbH & Co. KG

### 1. Orders

Orders shall only be binding on us if placed in writing or using written remote communication methods. Agreements made over the telephone or verbally must be confirmed in writing.

### 2. Order confirmation

All orders must be confirmed within ten days by quoting our order number, the item number, the price and the binding delivery date; otherwise, we reserve the right to cancel the order.

### 3. Period of delivery

The agreed period of delivery starts from the date of our order. If the supplier fails to meet the agreed deadlines, legal consequences will follow in accordance with the statutory provisions. It shall not be necessary to set a new delivery period or to issue a warning. If the supplier realises that he will not be able to deliver on time, whether in full or in part, he must notify us of this immediately, stating the reasons why and the expected length of the delay. Any costs incurred as a result of delayed delivery (administrative costs, express delivery charges, etc.) shall be borne by the supplier. Early deliveries may only be made with our written agreement and these shall not affect the agreed payment date.

### 4. Delivery note

A delivery note showing our order number, our order date, our item number, your supplier number and the product designations must be included with each consignment.

### 5. Warranty

It shall not be possible to claim late notification of defects. In addition to our statutory rights regarding warranty claims, if any of the parts supplied prove to be faulty or unfit for purpose within 24 months of delivery due to faults in the materials used, workmanship or design, we are also entitled to demand that the supplier replace them free of charge at the place of use and that he remedy the defects on our behalf free of charge. In urgent cases or in the event of delayed performance on the part of the supplier, we are entitled to remedy the defects and damage or have them remedied at the supplier's expense.

### 6. Invoicing and payment

Separate invoices shall be sent to the ordering party's address for each individual order, quoting the order number, the order date, the item number and the supplier number.

### 7. Drawings

If the supplier has been provided with design drawings, plans and other documents, and/or with tools, machinery and other equipment, these shall remain our exclusive property. The supplier is not permitted to reproduce our documentation, forward it to third parties or disclose its contents to unauthorised persons without our knowledge or our permission. The supplier is not permitted to supply third parties with items that have been produced on the basis of our drawings (even in modified form), whether directly or indirectly.

Any drawings, models, equipment or tools that the supplier produces on our behalf and at our expense shall be deemed to belong to us. The supplier must keep these safe for us free of charge until we officially request them. They may only be used on behalf of or by third parties if we have given our express approval. At our request, all documentation, drawings, tools and models, etc. must be returned to us immediately and in perfect condition.

The supplier shall be liable for any damage incurred as a result of failing to meet any of these obligations.

### 8. Acceptance duty

Instances of force majeure, outbreaks of war, seizure, export bans, strikes, etc. shall entitle us to postpone acceptance or to withdraw from the contract fully or partially without any obligation.

In the case of call-off or ongoing purchase agreements, if there is a change in the market price or manufacturing costs we shall be entitled to demand that this be taken into account or that the contract be dissolved.

### 9. Place of performance and jurisdiction

As far as both parties are concerned, Albstadt shall be the place of performance and the place of jurisdiction for all the rights and duties arising from the business relationship.

72461 Albstadt

October 2008

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The original German text shall be the governing version