

General Terms and Conditions of rmw Kabelsysteme GmbH

II. General Terms and Conditions of Purchase (Stand 01.05.2019)

1. General – Scope

1.1 Our terms and conditions of purchase apply exclusively; we do not accept opposing conditions of the supplier or conditions deviating from our terms and conditions of purchase unless we have explicitly agreed to their validity in writing. Our terms and conditions of purchase apply even if we have knowledge of opposing conditions of purchase or conditions deviating from those of the supplier and accept the delivery of the supplier without reservation.

1.2 All agreements concluded between us and the supplier for the purpose of the execution of this contract have to be put into writing.

1.3 Our terms and conditions of purchase only apply towards entrepreneurs in accordance with § 310 para. 1 BGB [German Civil Code].

2. Offer – Offer Documentation

2.1 The supplier is obliged to accept our order within a period of two weeks, otherwise we are entitled to revoke the order free of charge.

2.2 We reserve property rights and copyrights for images, drawings, calculations and other documentation; they must not be accessible to third parties with our explicit consent in writing. They must be exclusively used for the manufacture based on our order; after processing our order they have to be returned to us without being requested to do so. They have to be kept secret from third parties, so the regulation of § 9 para. (5) applies complementarily.

2.3 If the supplier has to deliver or perform according to our plans, drawings or other specific requirements, the conformity of the delivery or the service with the requirements is deemed as expressly assured. In case the delivery of the service deviates from the requirements, we are entitled to the rights named in figure 6 immediately.

3. Prices – Terms and Conditions of Payment

3.1 The price stated in the order is binding. Unless there is any deviating agreement in writing, the price includes delivery “free of charge”, including packaging. Returning the packaging material requires a special agreement.

3.2 We can only process invoices if they quote - in compliance with the specifications in our order - the order number stated therein; the supplier is responsible for all the consequences resulting from the non-compliance with this obligation unless he proves that he is not responsible for them.

3.3 We shall pay, unless otherwise agreed the purchase price within 14 days calculated from the delivery date and the receipt of the invoice with a 2% discount or within 30 days to the end of the following month after the receipt of the invoice.

3.4 We are entitled to offset rights and retention rights within the legal scale.

3.5 The assignment of claims against us to third parties is excluded.

4 Processing and Delivery

4.1 The delivery time stated in the order is binding.

4.2 The supplier is obliged to immediately notify us if any circumstances occur or come to his knowledge, meaning that the previously agreed delivery time cannot be complied with.

4.3 In case of any default of delivery we are entitled to the legal claims. In particular we are entitled to demand damage compensation instead of performance and withdrawal after the expiry of an adequate period of time to no avail. In case we demand damage compensation the supplier is entitled to the right to prove to us that he is not responsible for the violation of the obligation.

4.4 Subcontracts may only be assigned with our consent unless it is merely about supplying common marketable parts.

4.5 Delivery schedules are binding with regards to the type and quantity of the retrieved goods as well as their delivery time.

4.6 Partial deliveries require our consent.

4.7 The goods are generally delivered in commercial one-way standard packaging. When using reusable packaging the supplier has to provide the packaging on loan. Returning is done at the expense and at the risk of the supplier.

5 Transfer of Risk – Documents

5.1 Unless agreed otherwise in writing, the delivery is done free of charge.

5.2 A delivery note as well as all accompanying documents (CoC, certificates, etc.) have to be added to every delivery bearing the order number as well as the description of the content according to type and quantity. The supplier is obliged to quote our precise order on all shipping documents and delivery notes; if he fails to do so, we are not responsible for any delay in processing.

5.3 In case the delivery contains materials which are subject to the REACH regulation, the supplier must refer this in writing without being requested to do so; he is also requested to provide a safety data sheet in accordance with article § 31 regulation (EG) no. 1907/2006 of the European Parliament or, to the extent that this is not the case and the necessary information according to articles 32 and 33 of the REACH regulation. This is necessary for every delivery concerned.

5.4 As long as no other agreement has been explicitly made, written confirmation from the RoHS conformity (directive 2011/65/EU – RoHS2) has to be added to every delivery. The supplier is obliged to explicitly point out if his delivery is not compliant with the RoHS directive.

5.5 As long as no other agreement has been explicitly made, written information on the country of origin, the customs tariff number and the ECCN-Code (Export Control Classification Number) for export goods of US American origin has to be added to every delivery.

6 Defects Investigation – Liability for Defects

6.1 We are obliged to examine the goods for possible faults in quality and quantity within an appropriate period of time; the complaint is in time as long as it is submitted to the supplier within a period of 5 working days, calculated from goods receipt or in case of concealed deficiencies from detection of such deficiencies. An incoming goods inspection takes place regarding obvious defects. We are obliged to report concealed defects as soon as they have been detected according to the circumstances of the course of ordinary business.

6.2 Payments made do not mean any approval of the delivery of the service in accordance with the contract. In case of faulty or incomplete deliveries or services we are, irrespective of any other rights we may have, entitled to retain payments for claims from our business ties to an appropriate extent until proper fulfilment.

6.3 We are entitled to the statutory defect claims in full and without any restriction; in any case we are entitled to require remediation of a defect or the delivery of a new item to our discretion from the supplier. The right of damage compensation, in particular the right of damage compensation instead of the performance, remains explicitly reserved.

6.4 In urgent cases (particularly when operational safety is in jeopardy or to prevent extraordinarily high damage), to eliminate minor deficiencies or in case of default in eliminating a defect we are entitled to eliminate the defect and damage possibly emerging therefrom ourselves at the supplier's expense after previous information and the expiry of a short appropriate period of grace, or have the damage eliminated by a third party at the expense of the supplier. This also applies if the supplier's delivery or service is late and if we have to eliminate these defects immediately, in order to avoid a delay in our own deliveries.

6.5 The statutory period of limitation is 36 months, calculated from the transition of risk, as long as binding conditions according to §§ 478, 479 BGB [German Civil Code] do not apply.

6.6 In case of a purchase of consumer goods the provisions of §§ 478, 479 BGB [German Civil Code] remain unaffected.

6.7 In case the supplier provides essentially the same or a similar delivery or if he renders essentially the same or a similar service after a written warning again in a defect state or delayed, we are entitled to an immediate withdrawal. The right of withdrawal in this case also comprises such deliveries and services which still have to be performed or rendered in the future resulting from another contractual relationship.

7 Product Liability – Indemnification – Liability Insurance Protection

7.1 As long as the supplier is responsible for the damage of a product, he is obliged to exempt us from liability claims of third parties at the first request to do so, as the cause of the damage is found in his sphere of control and organisation and as he is liable himself in the external representation of his company.

7.2 In case of his own liability for cases of damage in terms of para. (1) the supplier is also obliged to reimburse us for possible expenditures in compliance with §§ 683, 670 BGB [German Civil Code] or in compliance with §§ 830, 840, 426 BGB [German Civil Code] resulting from or in connection with a product recall which we perform lawfully. As far as it is possible and reasonable, we shall inform the supplier on the content and extent of such a product recall sufficiently in advance. We shall also give him the opportunity to comment.

7.3 We shall, in coordination with the supplier, inform the respective competent authorities according to the regulations of the ProdSG [Product Safety Act].

7.4 The supplier is obliged to maintain a product liability insurance with an amount of coverage of a lump sum of 10,000.000 € per personal injuries / material damage; if we are entitled to further claims of compensation, these remain unaffected.

8. Property Rights

8.1 The supplier ensures that in connection with his delivery, no rights of third parties are infringed within the Federal Republic of Germany.

8.2 If a third party brings infringement claims against us, the supplier is obliged to indemnify us from and against such claims after a first written request to do so. In case of claims for damage by the third party, the supplier is entitled to the right to approve that he has not caused the infringement upon the rights of the third party.

8.3 We are not entitled to make any agreements with the third party without the consent of the supplier, in particular we are not entitled to enter into a settlement.

8.4 The indemnity obligation of the supplier refers to all expenditures inevitably arising from or in connection with any claims by a third party.

8.5 The period of limitation is 36 months, calculated from the transition of risk.

9 Reservation of Ownership – Provision – Tools – Secrecy

9.1 In case we provide parts to the supplier we reserve the ownership of these parts. Processing or reshaping by the supplier is done in our name. In case our reserved goods are processed with other items not belonging to us, we acquire co-ownership of the new items in relation to the value of our reserved item (purchase price plus VAT) to the other processed items at the time of processing.

9.2 In the event that the item provided by us is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in relation to the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is done in a way that the item of the supplier has to be considered as the main item, it is deemed agreed that the supplier transfers the co-ownership to us proportionately; the supplier reserves the sole ownership or the co-ownership for us.

9.3 We reserve the property for tools; the supplier is furthermore obliged to use these tools for the goods ordered by us exclusively. The supplier is obliged to insure the tools belonging to us against damages caused by fire, water and theft at the original value at his own expenses. At the same time, the supplier already then assigns to us all the compensation claims from this insurance; we hereby accept the assignment. The supplier is obliged to perform any necessary maintenance and inspection work as well as

all the inspection and repair works at his own expense and in time. He must inform us immediately concerning possible failures. If he culpably fails to do so, compensation claims remain unaffected.

9.4 As far as the security rights we are entitled to according to para. (1) and / or para. (2) exceed the purchase price of all our reserved goods, which have not yet been paid, by more than 10%. We are obliged to release the security rights according to our choice on request of the supplier.

9.5 The supplier is obliged to keep all received images, drawings, calculations and other documents and pieces of information strictly confidential. They may be disclosed to third parties with our explicit consent only. The obligation to secrecy also applies after the execution of this contract. This can, however, expire, if and as far as the manufacturing knowledge contained in the images, drawings calculations and other documents provided has become general knowledge or if it had been proved to be known to the supplier even before the time of the notification in terms of sentence 1. Manufacturing for third parties, exhibiting products manufactured especially for us, in particular according to plans, drawings or other specific requirements, publications regarding the orders and services as well as the reference to these orders towards third parties require our previous written consent.

10 Place of Jurisdiction – Place of Fulfilment

10.1 In the event that individual parts of the previous purchase conditions are invalid, this does not affect the validity of the other conditions of the contract.

10.2 Provided that the customer is a registered salesman, our business headquarters shall be the place of jurisdiction; we are, however, entitled to also take the customer to court also at as his place of business.

10.3 Unless the confirmation of the order states otherwise, our headquarters are the place of fulfilment.

10.4 For all the legal relationships the law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

10.5 Alterations and amendments of the concluded contract require the written form to become effective. This also applies for oral ancillary agreements and commitments as well as for the annulment of the agreed written form.

10.6 In the event that individual clauses of the previous sales and delivery terms become ineffective, this will not affect the validity of the remaining conditions of the contract.