

General Conditions of Purchase of ETW Wollmershäuser GmbH (AEB)

On the following pages you will find the current Terms and Conditions of Purchase of ETW Wollmershäuser GmbH (AEB).

Status: December 2017

For the delivery of products and/or the provision of services vis-à-vis ETW Wollmershäuser GmbH (hereinafter referred to as "Buyer") by an entrepreneur or a company (hereinafter "Supplier"), the following terms and conditions of purchase shall be deemed agreed in all contractual relationships:

1. Scope

1.1 The following terms and conditions of purchase shall apply exclusively to all orders placed by the buyer for deliveries and services. Amendments and supplements to these terms and conditions of purchase require written confirmation by the buyer.

1.2 Any general terms and conditions of business of the supplier deviating from or supplementing these terms and conditions of purchase shall not be binding on the buyer, even if the buyer does not expressly object to them. The unconditional delivery of the goods or the unconditional provision of services shall be deemed to be an acceptance of the buyer's terms and conditions of purchase - notwithstanding any previous objections and deviating terms and conditions of the supplier. The buyer's terms and conditions shall also apply if the buyer accepts the supplier's delivery without reservation in the knowledge of terms and conditions that conflict with or deviate from the supplier's terms and conditions.

1.3 If deliveries and services are carried out in accordance with these terms and conditions of purchase, they shall also be binding for subsequent orders.

2. Conclusion and scope of the contract

2.1 If the buyer has not received a written order confirmation within five working days - calculated from the date of the order - the offer made by the buyer with the order shall lapse. Consequently, acceptance can only be declared within this period.

2.2 The supplier warrants that the goods delivered by him are free from defects, that the warranted characteristics are present, and that they meet the requirements and the contractually presumed purpose of the purchaser. The supplier guarantees a complete outgoing goods inspection for delivery with zero defect quality.

2.3 In the case of orders that have not yet been fulfilled or not yet fully fulfilled, the buyer is entitled to demand changes with regard to design, delivery quantity and delivery time within the scope of reasonableness for the supplier. In doing so, the effects, in particular the additional and reduced costs as well as changes to the delivery dates shall be taken into account appropriately.

2.4 Delivery call-offs become binding if the supplier does not object within one week.

3. Production release

If the Purchaser requests samples, the Supplier may only commence series production upon receipt of a written sample approval from the Purchaser.

4. Prices, payment

4.1 The agreed prices are fixed prices. Within the European Union (EU), the prices shall be deemed to be CIP (INCOTERMS 2000), but outside the EU they shall be agreed as DDP (INCOTERMS 2000). The prices include packaging, loading and freight costs including any insurance costs for the transport of the goods. This shall also apply to additional costs arising from circumstances for which the supplier is responsible for a necessary accelerated transport. They are exclusive of the applicable statutory value added tax. Any other local taxes or charges payable by the buyer

imposed on or levied against him shall be borne by the supplier. The buyer is entitled to withhold any withholding tax from the purchase price.

4.2

The supplier shall, at its own expense and risk, procure the export and import permits or other official authorisations and complete all customs formalities required for the export and import of the goods and, if applicable, for transit through a third country.

4.3

Cost estimates and/or offers are binding and are not to be remunerated unless otherwise agreed in writing. If the supplier has assumed the installation or assembly, he shall bear all necessary ancillary costs, subject to deviating regulations.

4.4

The Buyer shall pay invoices in fixed payment runs on the 1st and 15th of each month or on the following working day. Unless otherwise agreed in writing, the term of payment shall be within 21 days 3% discount or within 60 days net. The periods begin in each case with receipt of a proper invoice by the buyer, but not before complete and defect-free delivery. Any agreed and made payments on account do not constitute an acknowledgement of the invoice.

4.5

In the event of acceptance of early deliveries or services, the term of payment shall be based on the agreed delivery or service date.

4.6

The buyer shall be entitled to the statutory rights of set-off and retention in full. The buyer is entitled to assign all claims arising from the contractual relationship without the supplier's consent. The supplier is not entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of the buyer.

5. Delivery date and delay

5.1 The agreed delivery periods and delivery dates are binding. The receipt of the goods including complete documentation at the agreed place of delivery shall be decisive for compliance with the delivery date or delivery period.

5.2

If it is apparent to the supplier that it will not be able to meet the agreed delivery dates or delivery periods, it shall notify the buyer of this in writing without delay, stating the reasons and the expected duration of the delay. The supplier's responsibility for the timely fulfilment of the contract shall not be affected by this.

5.3

The unconditional acceptance of a delayed delivery or service does not constitute a waiver of the compensation claims to which the buyer is entitled due to the delayed delivery or service.

5.4

If, in the event of default, a reasonable grace period set by the buyer is not met, the buyer shall be entitled to order the delayed goods himself on behalf of and at the risk of the supplier, or to engage third parties. All associated costs and expenses shall be borne by the supplier. In addition, the buyer is entitled to terminate the contract.

5.5

In order to avert acute dangers or avoid major damage, the buyer may act without prior notification in the sense of 5.4.

5.6

If the Supplier is in default with its performance in whole or in part, it shall pay a contractual penalty to the Purchaser. This shall amount to 0.1 % for each calendar day of delay, but in total not more than 5 % of the price of the overdue part of the performance. Further claims of the buyer remain unaffected.

5.7

Acceptance of the delayed delivery or service does not constitute a waiver of the claims to which the buyer is entitled against the supplier due to the delayed delivery.

5.8

If the supplier is obliged to supply the purchaser with delivery items several times and if the supplier exceeds the agreed delivery dates in the case of two deliveries/partial deliveries, the purchaser shall be entitled to terminate any framework agreement on supply existing between the parties for good cause. In this case, the buyer's complaint about the first missed deadline shall be deemed to be a warning which has remained unsuccessful due to the further missed deadline.

This shall not affect the buyer's right to assert all rights to which the buyer is entitled due to the failure to meet the deadline for the respective individual delivery.

If there is no framework contract between the buyer and the supplier in the above cases, the buyer is entitled to withdraw from the contract with regard to the outstanding deliveries/partial deliveries if the deadline is exceeded twice, even if the supplier was not responsible for the delay. Further rights of the buyer shall remain unaffected even in the event of declaration of withdrawal.

6. Delivery and acceptance

6.1

The delivery must correspond to the order in terms of design, scope and classification. The supplier's accompanying documents must contain the purchaser's order number and article date (e.g. quality certificates, serial number, quantity) and must be enclosed with each delivery. If applicable, the EC safety data sheet shall be supplied.

6.2

The buyer is entitled to return at the supplier's expense and risk or to charge storage costs for partial or excess deliveries that have not been agreed and for deliveries made before the agreed date.

7. Quality

The buyer is a company certified according to EN 9100. The supplier undertakes to provide its deliveries and services in accordance with the requirements of EN 9100. Compliance with these requirements is part of the contractually agreed quality within the meaning of § 434 BGB. Should the supplier engage subcontractors, he is obliged to ensure that the subcontractor also provides his deliveries and services in accordance with the requirements of EN 9100.

7.1

The goods must comply with the applicable domestic and foreign statutory provisions, the relevant regulations and directives as well as the documents on which the order is based, such as drawings, descriptions, samples, specifications, acceptance conditions.

7.2

All goods must comply with the latest safety regulations and must be approved by the competent testing authorities and be authorised and suitable for use for the intended purpose.

7.3

The supplier shall implement a quality management system suitable in terms of type and scope and ensure that the goods comply with the technical terms of the purchaser's order. The supplier undertakes to keep records of the tests carried out, stating when, in what manner and by whom the goods were tested.

has been carried out and what the results of the quality tests were. All test, measurement and inspection results shall be archived for 10 years.

7.4

The Purchaser shall be entitled at any time to inspect all documents relating to test, measurement and inspection results and to have copies made thereof. Insofar as authorities, regulatory agencies or customers of the purchaser demand insight into the production process of the purchaser in order to verify certain requirements, the supplier declares that it is prepared to grant the same rights in its company and to provide the necessary support. The supplier expressly undertakes to pass on the aforementioned obligations to its suppliers as well.

7.5

The supplier undertakes to notify the buyer in writing of any defect in the delivered goods immediately after becoming aware of it. If this is already known before delivery and if the defect is minor, the supplier undertakes to obtain the release and approval for the deviation from the buyer in writing before delivery.

7.6

Changes to the delivery item or the processes necessary for its manufacture by the supplier require the prior approval of the buyer.

7.7

Irrespective of special regulations, the packaging/preservation of the delivery item must at least be carried out in such a way that quality degradation during transport is excluded.

8. Warranty

8.1

Insofar as the purchaser is obliged to give notice of defects, this must be done no later than 14 days after receipt of the goods in the case of obvious defects.

8.2

In the case of goods for which the defect can only be detected during processing by the buyer and/or installation at the buyer's customers, the notice of defect shall still be timely if it is given within one week after the defect has been detected by the buyer or after receipt of the notice of defect from the buyer's customer.

8.3

If a claim is made against the buyer by his customer on account of a defect - despite non-compliance with the regulation on proper notification of defects - the buyer's notification of defects is still in time if the notification of defects on the part of the buyer is made seven days after the assertion of the defect by the buyer's customer.

8.4

If the purchaser can be held liable for a defect based on the fact that the supplier and/or his assistant made incorrect statements to the purchaser's customer about the quality of the delivery item, the notice of defect shall be timely if the purchaser notifies the supplier of this defect fourteen days after the purchaser's customer has notified the supplier of the defect.

8.5

Do the circumstances regulated above constitute a restriction of the rights of the supplier?

If the supplier fails to comply with § 377 of the German Commercial Code (HGB), the supplier shall waive the objection of late notification of defects.

8.6

Any payment of the purchase price made prior to the discovery of the defects shall not constitute an acknowledgement that the goods are free from defects and have been delivered in accordance with the instructions.

8.7

In the event of defective delivery, the following shall apply - unless otherwise agreed in deviation from these Terms and Conditions of Purchase

is - the statutory provisions at the time of delivery by the supplier.

8.8

The provision of clause 5.8 of these Terms and Conditions of Purchase shall apply to defective call orders.

8.9

Unless otherwise stipulated below, the limitation period for claims for material defects which do not relate to a building and are not items which are normally used for a building shall be 24 months from the time when the delivery item is further processed by the buyer, but no more than 30 months from the delivery of the delivery item to the buyer.

8.10

The suspension of the limitation period shall be governed by the statutory provisions with the proviso that the suspension of the limitation period shall commence at the time of receipt of the notice of defect by the supplier. In the event of several attempts to remedy the defect, the limitation period shall be suspended for at least a further three months, calculated from the last attempt to remedy the defect.

9. Property rights

9.1

The supplier is aware that the buyer's products are used worldwide. The supplier guarantees that no third party property rights are infringed in connection with its delivery or service.

9.2

In the event that a claim is therefore made against the buyer by a third party, the supplier undertakes to indemnify and hold the buyer harmless with regard to claims asserted against it under this title (including legal costs). The purchaser shall be entitled to effect authorisation for the use of the delivery items and services concerned from entitled parties at the supplier's expense.

9.3

The Supplier undertakes to inform the Purchaser without delay of any risks of infringement and alleged cases of infringement of which it becomes aware.

10. Product liability and insurance

10.1

If a claim is made against the purchaser on the basis of product liability, the supplier shall indemnify the purchaser if and to the extent that the damage was caused by a defect in the goods delivered by the supplier. In the case of liability based on fault, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof in this respect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall action.

10.2

The supplier undertakes to take out business and product liability insurance including product asset damage and recall costs. The insurance must have at least a rating according to the following rating agencies (A.M.Best: A/A-, Fitch: AA, Moody's: Aa, Standard & Poor's: AA) the sum insured must be at least EUR 5 million each for personal injury and property damage as well as for product asset damage and recall costs. The corresponding insurance policy shall be presented to the buyer upon request.

11. Secrecy and advertising

11.1

The supplier is obliged to treat the purchaser's order and all commercial and technical details connected therewith as a business secret. This obligation shall also apply after termination of the supply contract until such time as this business secret has become public knowledge without the supplier's involvement. Any sub-suppliers shall be obliged to maintain secrecy accordingly. Insofar as requested by the buyer

the supplier to submit a corresponding written agreement with its supplier.

11.2

Products manufactured according to documents drafted by the buyer, such as drawings, models and the like or according to information provided confidentially by the buyer or with tools of the buyer or copied tools may neither be used by the supplier himself nor offered or delivered to third parties.

11.3

Parts which the Purchaser has developed or further developed in cooperation with the Supplier may only be offered and supplied by the Supplier to third parties with the written consent of the Purchaser.

11.4

The Supplier may only mention the name of the Purchaser for advertising purposes, references or in the context of other publications if the Purchaser has agreed to this in writing in advance.

12. Data protection

The Buyer shall be entitled to process all data concerning the Supplier for its own purposes in compliance with the provisions of the Federal Data Protection Act.

13. Right of access

"The Client shall check the effectiveness of the measures initiated by the Contractor to fulfil these requirements. For this purpose, representatives of the Client shall be given the opportunity, after prior notification, to enter the premises of the Client which are involved in the performance of the contract. This may also include subcontractors. The representatives of the LBA and the competent national aviation authority shall also have this right of access.

14. Place of jurisdiction, applicable law and final provisions

14.1

The legal relations between the buyer and foreign suppliers are subject to the substantive law of the Federal Republic of Germany. The Uniform Law on the Formation of Contracts for the International Sale of Goods of 17.07.1973 and the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 shall not apply.

14.2

If the supplier is a merchant, a legal entity under public law or a special fund under public law, the buyer shall be entitled to sue the supplier at the supplier's registered office or at the buyer's registered office or at the place of performance for all legal disputes arising directly or indirectly from the contractual relationship.

14.3

Any declaration must be made in writing. This requirement may be waived by prior written agreement.

14.4

If required, the supplier shall set up a consignment warehouse at the request of the buyer. In this case, the contracting parties shall conclude a separate contract on this.

14.5

If a provision in these Terms and Conditions of Purchase or a provision within the scope of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements. If the ineffective agreement is not General Terms and Conditions, the parties are obliged to replace the ineffective agreement with an effective agreement which comes as close as possible to the economic purpose of the ineffective agreement in a legally effective manner.

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