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## General Conditions of Purchase

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### 1. General / Scope

- 1.1 The Möhlenhoff GmbH (hereinafter Möhlenhoff) conditions of purchase shall apply exclusively; supplier conditions contrary to or deviating from the Möhlenhoff purchasing conditions will not be accepted unless Möhlenhoff expressly agrees with the validity of deviated conditions of the supplier, in writing. The Möhlenhoff conditions of purchase also apply to the extent Möhlenhoff unconditionally accepts the delivery, having prior knowledge of the supplier conditions as contrary to or deviating from the Möhlenhoff purchasing conditions.
- 1.2 All agreements made between Möhlenhoff and the supplier with regard to performance and fulfillment of a contractual relationship are set down in writing in this contract.
- 1.3 The Möhlenhoff conditions of purchase apply exclusively to companies, legal entities under public law or special public funds within the meaning of § 310 Section 1 BGB (German Civil Code).
- 1.4 Möhlenhoff conditions of purchase also apply to future business with the supplier.

### 2. Offer / Offer documents

- 2.1 The supplier is obliged to accept Möhlenhoff's order within a period of 1 week.
- 2.2 Möhlenhoff retains all property rights and copyrights for all illustrations, drawings, calculations, data, electronically issued data provided through data carriers, service descriptions, specifications and other documents - hereinafter referred to as "information" - they may not be made available to third parties without the express written consent from Möhlenhoff. The information shall be used exclusively for the production and / or processing of Möhlenhoffs order. They will be kept secret to third parties.

### 3. Prices / Payment

- 3.1 The price stated in Möhlenhoffs order is binding for the supplier. Unless otherwise agreed in writing, the price includes delivery "free house" and packaging. The return of packaging requires special agreement.
- 3.2 The VAT is shown separately in the invoice.
- 3.3 Invoices will be processed only by Möhlenhoff, insofar as these indicate the order numbers listed in Möhlenhoffs order, according to the specifications; the supplier is responsible for any consequences arising due to non-compliance with this obligation.
- 3.4 Möhlenhoff pays the remuneration claimed by the supplier with 3% discount within 14 days calculated from delivery and receipt of invoice, to the last day on 15th of the month, or net within 30 days after receipt of the invoice, unless otherwise expressly agreed in writing.
- 3.5 Möhlenhoff is entitled to use offsetting and retention rights to the extent of the law.

### 4. Delivery and service execution time

- 4.1 The delivery time stated in the order and / or service execution timing is binding.

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- 4.2 The supplier is obliged to inform Möhlenhoff immediately, in writing, if the confirmed delivery and / or service execution time cannot be met without delay, as far as such circumstances arise or become known to him. The notification shall be submitted to Möhlenhoff as soon as possible, by e-mail, via fax or Edifact.
- 4.3 In case of default, Möhlenhoff is entitled to statutory claims. Möhlenhoff is entitled, in particular, to claim damages for non-performance after the fruitless expiry of a reasonable grace period.

### 5. Transfer of risk / documents

- 5.1 The delivery shall be made "free house", unless otherwise agreed in writing.
- 5.2 The supplier is obliged to accurately include the Möhlenhoff order number on all shipping documents and invoices; if he fails to do so, delays in processing are inevitable and Möhlenhoff shall not be made liable thereof.
- 5.3 The supplier will allow Möhlenhoff insight into the progress of the work to be executed. Möhlenhoff is entitled to obtain information on the progress of the work by inspecting all relevant documents (reports, descriptions, listings, manuals, etc.) at any time. The required documents shall be submitted and explained to Möhlenhoff on request.
- 5.4 If the supplier grants access to networks and / or data processing facilities from Möhlenhoff, or from his clients, this must be used solely for the purpose of fulfilling the individual orders. The supplier will maintain confidentiality, particularly in these cases, in accordance with the above item 2.2, and will impose this to its employees and other third parties involved in the execution of services. Unless absolutely necessary for the fulfilment of the order by the supplier, without prior written consent from Möhlenhoff he is not entitled to copy, modify, reproduce or distribute to third parties any data made accessible to him by Möhlenhoff. Möhlenhoff is only liable within the scope of the law required for the functioning of access backup or fault of the above networks and data processing facilities, as well as for resulting damage determined by their use.

### 6. Material and legal defects / warranty

- 6.1 Acceptance is subject to an inspection for defects, especially for accuracy and completeness, as far and as soon as this is feasible according to proper business routines. We shall complain about defects that we discover without delay upon discovery.
- 6.2 Möhlenhoff is fully entitled to statutory guarantee claims.
- 6.3 The Supplier shall in particular ensure that the goods supplied or the work performance due to the respective purchases or service execution pattern, as well as legal and agreed requirements for quality and packaging conditions are met and corresponds to the service execution specifications, in their absence, at least to the minimal merchantability conditions, and are therefore free from material defects and defects or faults within the meaning of the law, in particular the Product Liability Act, especially under consideration of §§ 433, Section 1, page 2 and 434 (purchase) or § 633 Section 1, 2 and 3 BGB (service contract). The supplier shall guarantee that valid regulations including the packaging and labelling regulations are not infringed by the sales and marketing of the supplied goods and / or by the utilisation of the contractual service, that third party rights are not infringed and / or the goods and / or work performance satisfy requirements under public law and / or pursuant to competition law. The supplier shall guarantee that existing and / or attached labels on properties / quality, durability, names, descriptions, accompanying documents and / or advertising claims as well

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as operating and installation instructions are accurate, legally correct, complete, comprehensible and written in German language.

- 6.4 The provisions of the above item 6.2, 6.3 apply accordingly for services rendered by the supplier services, including consultancy services.
- 6.5 Additional item 8 applies in respect to any protection rights.
- 6.6 If the supplier infringes these obligations, he will be liable to Möhlenhoff for any type of fault thus caused. The supplier shall be advised that he has the right to prove that he was not responsible for a breach of duty.
- 6.7 Möhlenhoff is only obliged to judicial clarification of customers alleged claims or injury if the supplier agrees to reimburse the expected costs in advance.
- 6.8 If the contractual services provided by the supplier do not correspond to the above conditions (goods delivered, provided work performance, services etc.), Möhlenhoff is entitled, to its own discretion, to demand remedy by removing the defect by delivering a defect-free product (purchase) or to demand removal of defects or a new production of the work (service contract). If we incur, as a result of the defective delivery of the contractual object, costs, in particular transport, travel, labour, installation, dismantling or material costs, or costs beyond the normal extent of an incoming goods control, the supplier has to bear these costs.
- 6.9 Möhlenhoff is entitled, at the expense of the supplier, to make the remedy itself, as far as there is imminent danger or a special urgency.
- 6.10 In the event of failure of subsequent performance, Möhlenhoff is entitled to statutory claims for defects; this applies in particular to damage claims for non-performance.
- 6.11 The warranty period for products that are used in accordance with their normal use for a building is 66 months, and apart from that 36 months, calculated from the transfer of risk, as long as a longer warranty period is not stipulated in the contract or follows from law.

### 7. Product Liability / Indemnification / Liability Insurance

- 7.1 If the Supplier is responsible for product damage, he is obliged to hold Möhlenhoff harmless from third party claims for damages, upon first demand, when the cause is in his control and organization, and he is individually liable to third parties.
- 7.2 The above item 1 applies accordingly, provided that Möhlenhoff is entitled to claims against the supplier pursuant to §§ 478, 479 BGB. As a precaution, the supplier shall assign to Möhlenhoff potential claims from any claims for compensation the supplier is entitled to against its subcontractors, as arising from §§ 478, 479 BGB, to secure in advance the benefits of Möhlenhoff for existing claims for compensation. Möhlenhoff accepts the assignment.
- 7.3 The supplier is obliged to reimburse Möhlenhoff for any expenses arising out of or in connection with a recall action conducted by Möhlenhoff. The content and scope of the recall action to be taken by Möhlenhoff shall be agreed with the supplier – as far as possible and reasonable – the latter being properly informed and having received the opportunity to comment.
- 7.4 The supplier undertakes to maintain a product liability insurance with a minimum coverage of EUR 3 million per personal injury / property damage - as lump sum per claim result. If Möhlenhoff is entitled

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to further claims for damages, these remain unaffected. An insurance cover must be provided at Möhlenhoffs request.

### 8. Property rights

- 8.1 The Supplier shall ensure that no third parties rights, including copyrights, found in connection with its delivery and performance rights, are violated within Germany and Europe. The supplier guarantees that his work is free of third party rights. If Möhlenhoff will prohibit the use of the work, in whole or in part, the supplier shall, at its choice, either provide Möhlenhoff the right to the use and / or exploitation of the work or make the work free of any infringement. Any further claims from Möhlenhoff remain unaffected.
- 8.2 In the event Möhlenhoff is taken up by third parties for infringement of intellectual property rights, the supplier is obliged to indemnify Möhlenhoff from these claims upon first written demand. The indemnification obligation of the supplier also refers to all expenses incurred by Möhlenhoff from or in connection with the claim of a third party.

### 9. Retention of Title / Provision / Confidentiality

- 9.1 If Möhlenhoff provides components to the supplier, Möhlenhoff retains the property title thereto, and the processing or transformation is always carried out by the supplier on behalf of Möhlenhoff.
- 9.2 If the products provided by Möhlenhoff are inseparably mixed with other objects not belonging to him, Möhlenhoff acquires a joint ownership of the new product, in proportion to the value of the reserved goods to the other processed objects at the time of mixing. If the mixing occurs in such a way that the supplier's product is to be regarded as the main product, it shall be agreed that the supplier transfers to Möhlenhoff an adequately proportion of a joint ownership; the supplier shall secure the sole ownership or the joint co-ownership on behalf of Möhlenhoff.
- 9.3 The supplier is obliged to keep strict secrecy on the information obtained in order processing, as defined above under item 2.1. It may only be disclosed to third parties with the express written consent of Möhlenhoff. This confidentiality obligation shall survive the termination of this contract; it only becomes obsolete if and when the production / business knowledge contained in the provided information has become generally known.

### 10. Compliance

The contractor is obliged to observe the laws of the applicable legal system(s). In particular, he will not get involved neither actively nor passively, directly or indirectly in any form of bribery, or violation of the basic rights of employees, or child labour. Additionally he will take over the responsibility for the health and safety of its employees at the workplace, observe environmental laws and promote to and demand from its suppliers the best possible compliance with this Code of Conduct. For this purpose, the supplier will set up a management system according to ISO 14001, within his possibilities and means, and will further develop it.

### 11. Product-related environmental protection / Declaration duties / Dangerous Goods

- 11.1 If the Contractor delivers lawful admissible products, which however fall under laws regarding material restrictions and / or material contractual information requirements (e. g. REACH, RoHS), the contractor has to declare these materials using the purchaser's prescribed and appropriate format, no

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later than the date of the first delivery of the products. The above applies only to laws that are valid at the place of business of the contractor or of the purchaser, or at the receiving agency place specified by the purchaser.

- 11.2 If the delivery contains goods that are classified as dangerous goods according to international regulations, the contractor shall notify the purchaser not later than the date of order confirmation, in a form mutually agreed between the supplier and purchaser.
- 11.3 The evaluation of the procurement of energy services, products and facilities that have an impact on the significant energy use, or may have such impact, are based, in part, on the energy related performance.

### 12. Jurisdiction / Place of performance

- 12.1 If the supplier is a merchant, legal entity under public law or a special public fund, the registered place of business of Möhlenhoff is the place of jurisdiction; however, Möhlenhoff is entitled to sue the supplier also at the local court of the supplier.
- 12.2 If not otherwise provided in the order confirmation, the registered place of business of Möhlenhoff is the place of performance.

### 13. Choice of law

The German law including the UN Sales Convention (CISG) applies, but always in accordance with the contents of these Conditions of Purchase.