

SOLUTIONS TO EASY UP YOUR LIFE.

General Conditions of Purchase of KRAMAR Controls GmbH

1. Scope of application

1.1 For the legal relations between the supplier and KRAMAR Controls - hereinafter referred to as the Purchaser - shall exclusively apply these Terms and Conditions of Purchase. Any terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase shall apply only if the Customer has expressly agreed to their validity in writing. These Terms and Conditions of Purchase shall also apply if the Buyer accepts the delivery of the Supplier without reservation, even if he is aware of terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase.

1.2 Amendments and supplements to these conditions of purchase require the written form.

1.3 These terms and conditions of purchase shall also apply to all future business transactions with the supplier.

2. Orders

2.1 Ordering and acceptance as well as their amendments and supplements require the text form. They can also be made by remote data transmission or by machine-readable data carriers. Oral agreements and subsidiary agreements before, during or after conclusion of the contract require written confirmation by the customer.

2.2 The supplier is obliged to accept the order within a period of 2 days. If he does not do so, the purchaser is entitled to cancel the order.

2.3 Within the scope of reasonableness, the purchaser may make changes to the construction and design of the delivery item. Effects about additional and reduced costs and delivery dates are to be settled by mutual agreement.

2.4 Any offer documents, drawings, calculations, and illustrations prepared jointly with the Buyer shall be the exclusive property of the Buyer. They may not be made available to third parties without the express written consent of the purchaser.

2.5 The supplier is obliged to point out possible defects to the purchaser when submitting the offer, about the observance of the state of the art in science and technology, environmental protection regulations or technical expediency.

2.6 The orders may not be subcontracted to third parties without the written consent of the purchaser.

2.7 Demand figures stated by the purchaser which exceed a 12-week period do not constitute an obligation of the purchaser to accept.

3. Delivery dates and periods

3.1 Agreed delivery dates and periods are binding. Decisive for the observance of dates and deadlines is the receipt of the contractual goods by the purchaser or at the delivery address specified by him.

3.2 The supplier is obliged to inform the purchaser immediately in writing if it becomes apparent to him that the agreed delivery time cannot be met. The Supplier shall do everything possible to meet the agreed delivery date at its own expense.

3.3 The supplier is obliged to compensate the purchaser for the damage caused by delay. The customer is entitled to demand a lump-sum compensation for default in the amount of 1% of the delivery value per full week, but not more than 10% of this value. The Supplier shall be entitled to prove that no damage or significantly lower damage has been incurred because of the Supplier's delay. Further legal claims of the purchaser remain reserved. In particular, he shall be entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period and to demand compensation for non-performance.

3.4 The unconditional acceptance of the delayed delivery does not constitute a waiver of the claims of the purchaser.

4. Packaging, dispatch, and assembly

4.1 Unless otherwise agreed, the goods to be delivered shall be packaged in a manner customary in the trade and appropriately. Unless packaging is prescribed by the Buyer, the Supplier shall use only such packaging which consists of environmentally compatible materials which do not pollute the environment and do not pollute the recycling process. The Supplier shall take back packaging from the Purchaser at its own expense if the Purchaser so requests.

4.2 If the delivery address differs from the above, a dispatch note shall be sent to the Purchaser.

4.3 The supplier shall bear the risk of dispatch.

4.4 Unless otherwise agreed in writing, delivery shall be made DDP (INCOTERMS 2010) to the place of delivery specified in the order.

4.5 Die Versandpapiere sind gemäß den gültigen Logistikrichtlinien zu erstellen.

SOLUTIONS TO EASY UP YOUR LIFE.

4.6 Installation, assembly, and commissioning shall be part of the Supplier's obligations, if necessary and unless expressly agreed otherwise, and the Supplier shall also bear travel and provision costs.

5. inspection of defects and notification of defects

5.1 The purchaser shall notify the supplier of any defects in the delivery as soon as they can be ascertained in the ordinary course of business without delay, but within 5 working days at the latest. The inspection of incoming goods at the purchaser's premises is limited to a visual inspection of externally visible transport damage and to a comparison of the identity and quantity of the delivered goods based on the order. Further incoming goods inspections do not have to be carried out by the customer.

5.2 In this respect, the supplier waives the objection of delayed delivery. Notice of defects.

5.3 In the event of justified complaints, the customer is entitled to a flat-rate administrative charge of EUR 150 per audit report. In the case of over-deliveries, an administration fee of 120 Euro may be charged.

6. quality and documentation

6.1 The supplier must comply with the technical specifications, the new to comply with the state of the art, the recognized rules of technology and the applicable safety regulations. Changes in the manufacture of the delivery item require the prior written consent of the customer. The Purchaser's specifications regarding technical data or test specifications do not release the Supplier from the obligation to deliver defect-free delivery items that are in conformity with the contract and function.

6.2 The supplier must constantly check the quality of the delivery items and, if necessary, inform the purchaser about possibilities for quality improvement.

6.3 The type and scope of the quality inspections must be agreed between the contracting parties. The purchaser can demand at any time that the supplier adheres to test methods that are customary in the industry and product specific.

6.4 The test documents must be kept at the supplier's premises for at least 10 years and presented to the purchaser on request. A retention period of at least 20 years applies to D-parts.

6.5 The delivered products must comply with the applicable directives, those of the European Union. The supplier is liable for delays caused by missing or incorrect declarations of conformity.

6.6 If the supplier is responsible for a defective or delayed sampling, the purchaser is entitled to invoice the expenses arising from this.

6.7 The supplier is obliged to enter all necessary material information into the International Material Data System (IMDS).

7. invoicing and payments

7.1 Invoices are always to be submitted in duplicate, indicating the order number and the date of the order to the customer.

7.2 Provided that the goods are properly delivered, payments shall be made on the 25th of the month following delivery with a 2% discount, unless otherwise stipulated in the contract.

8. warranty

8.1 The supplier guarantees that the delivery is free of defects, in particular for the agreed quality, for the suitability for the use assumed by the contracting parties as well as for the fact that the delivered goods correspond to the state of the art in terms of technical condition, quality and design and that the values specified by the supplier with regard to material, performance or efficiency are complied with.

8.2 The Supplier warrants that the delivered goods comply with the statutory provisions and the relevant directives and standards and that their use in accordance with the contract does not infringe any third-party rights.

9. scope of warranty

9.1 Insofar as the supplier is obliged to rectify the defect or make a subsequent delivery, he shall also bear the expenses required for the purpose of rectification or subsequent delivery, transport, labor, and material costs. This also applies if the goods have already been installed at the customer of the purchaser or if the purchaser has already incurred these costs. The Supplier shall also bear the costs required to locate a defect and its cause. The supplier must also compensate for the damage that occurs during the performance of the rectification of defects. The same shall apply if further items of the Purchaser are damaged during the rectification of defects.

9.2 The costs of rectification or subsequent delivery shall include the costs of packaging, freight, and the cost of removal of the goods and installation costs. This shall also apply if the goods have already been installed at the customer of the purchaser. Any time spent by the customer for rectification or subsequent delivery shall be reimbursed appropriately.

9.3 If damage with the same cause of defect occurs more frequently (series damage), the supplier undertakes to provide faultless parts for the series and for the reordering or subsequent delivery as

SOLUTIONS TO EASY UP YOUR LIFE.

quickly as possible. The supplier is liable for measures to prevent damage, for preventive replacement, if the replacement of parts is due to defects in the goods manufactured or delivered by the supplier. In such cases, he shall bear all costs and expenses including the costs of a recall campaign.

9.4

The warranty period shall be, unless extended agreed, 36 months, calculated from the first registration of the vehicle, but not more than 42 months from the date of delivery to the customer. In the case of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin anew. If, in the case of serial damage, the defect occurs for the first time within the warranty period, the following serial damage shall be deemed to have occurred within the warranty period; declarations and legal acts concerning the first case of damage shall always apply to all serial damage.

9.5

Unless otherwise provided in the foregoing warranty is determined, the statutory provisions shall apply.

10. product liability

10.1

If the customer, also from strict liability, If claims are asserted by third parties, the supplier is obliged to indemnify the customer from these claims if the product delivered by the supplier is the cause of the damage. The same applies if and insofar as the supplier is directly responsible to the third party based on fault-based liability.

10.2

In the event of contributory cause, the damage shall be distributed in reasonable proportion.

10.3

The supplier is obliged to maintain product liability insurance with a sufficient sum insured.

11. property rights and copyrights

11.1

The supplier is liable for claims arising from the infringement of industrial property rights when the delivery items are used in accordance with the contract. He shall indemnify the purchaser and his customers from all claims arising from the use of such property rights.

11.2

For drawings, samples and other items supplied by the supplier for the

The customer is entitled to the sole copyright for documents created by the customer.

11.3

The Purchaser shall have the right to use software as part of the delivery for an unlimited period to the extent required for the contractual use of the item. The Purchaser may demand the securing of the source code with a right of access for him in the event of insolvency or the continuing inability to perform on the part of the Supplier.

12. confidentiality

12.1

The supplier is obliged to treat information from the business relationship with the customer as confidential.

12.2

Drawings, models, and other documents may not be made available to unauthorized persons. not be handed over or otherwise made accessible to third parties.

12.3

The obligation of confidentiality shall remain in force even after the termination of the delivery relationship.

13. property right of the purchaser

13.1

Materials and tools provided by the customer shall remain the property of if they are changed by the supplier, in all cases the property of the purchaser. They must be properly maintained by the supplier. The transfer of the tools to third parties is only permitted with the written consent of the purchaser.

13.2

Drawings, models, delivery specifications, offer documents and other documents which have been handed over to the supplier remain the property of the purchaser. They may not be used for other purposes without the express consent of the purchaser.

13.3

Tools of the purchaser or own tools which have been manufactured for the manufacture of products for the purchaser may only be used by the supplier for the manufacture of the ordered goods.

14 Conflict Minerals Statement and Due Diligence

14.1

No material containing "conflict minerals" should be purchased as part of the "due diligence". These are minerals containing tantalum, gold, tungsten, and tin ("3TG"), the sale of which directly or indirectly finances armed groups in the Democratic Republic of Congo (DRC) or the neighboring states. We have implemented processes to identify conflict mineral resources and purchased parts. Through evaluation

the CMRT of suppliers, we monitor the progress of the efforts to achieve this. These activities are based on the established frameworks of the OECD (Organization for Economic Cooperation and Development) and other industry initiatives (EICC, GeSI, ECIA and TIC).

14.2

The supplier for his part shall take measures to avoid materials and components containing conflict minerals. The supplier shall send us a correctly and completely filled out "Conflict Minerals Reporting Template (CMRT)" in accordance with IPC-1755 guideline IPC-1755 in the current version by September of each year to determine the absence of conflict minerals in the products delivered to us.

SOLUTIONS TO EASY UP YOUR LIFE.

14.3

The Supplier shall take the measures for "Due Diligence" as they result from the alphabetically numbered questions in the "Declaration" tab of the CMRT.

15. secondary obligations of the supplier

15.1

The supplier is obliged to mark the delivery items in the manner prescribed by the customer.

15.2

He is obliged to guarantee the delivery of spare parts for a period of 15 years from the last delivery.

15.3

The Supplier may only refer to business relations with the Buyer in advertising materials with the Buyer's express written consent.

16 General Provisions

16.1

The place of performance is the registered office of the purchaser. The place of jurisdiction shall also be determined in accordance with this.

16.2

Applicable law is German law. The UN Sales Convention (CISG) is excluded.

16.3

Should a provision of these terms and conditions and other agreements be or become invalid, the validity of the rest of the contract shall not be affected. The contracting parties shall be obliged to replace the invalid provision by a provision which comes as close as possible to the economic success of the invalid provision.