

1. General

Our Terms and Conditions of Purchase apply exclusively; general business terms and conditions of the supplier conflicting with or deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of goods and services from the supplier (hereinafter contract-objective) does not constitute agreement even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of contract of the supplier.

2. Conclusion of and Modifications to the Contract

- 2.1. Orders, contracts and order releases as well as modifications and supplements thereto must be placed and made in writing. Each order placed by us must be confirmed in writing within 3 working days with price and delivery time
- 2.2. Oral agreements of any kind - including subsequent modifications and supplements to our Terms and Conditions of Purchase- must be confirmed by us in writing to become effective. The written form requirement is also deemed complied with if communications are sent by telefax or email.
- 2.3. Cost estimates are binding and are not to be compensated.
- 2.4. Delivery schedules within the framework of order and order release planning become binding if the supplier does not object within two working days of receipt thereof.
- 2.5. We reserve the right to cancel the order at any time, if an order confirmation deviates in essential points (price, delivery time) from the original order

3. Delivery

- 3.1. Agreed dates and deadlines are binding. Decisive for the observance of the delivery date or the delivery time is the receipt of the goods with us.
- 3.2. If agreed dates are not met, the legal regulations apply. If the supplier sees difficulties with the production, procuring raw material, compliance with the delivery date or similar circumstances, which could prevent him from delivering on time or delivery in the agreed quality, the supplier must immediately notify our purchase in writing. We reserve the right to withdraw from the contract if delivery is not on time.
- 3.3. Additional costs for an accelerated carriage to meet the delivery date shall be borne by the supplier.
- 3.4. Packaging costs are only accepted at cost prices.
- 3.5. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the affected delivery or service.
- 3.6. Partial deliveries are generally inadmissible, unless we have expressly agreed to them.

4. Force Majeure

- 4.1. Force Majeure, operational disturbances without fault, unrest, governmental measures and other unavoidable events discharge us from our obligation to take punctual delivery for the duration of such event.

5. Advice of Dispatch and Invoice

- 5.1. The details in our orders and delivery schedules shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the printed address or email address (rechnung@remog.de).

6. Payment Terms

- 6.1. Unless otherwise agreed, the invoice shall be paid either within 20 days subject to deduction of a 3 % discount or within 30 days without any deduction with effect from the due date of payment and receipt of both the invoice and the goods or performance of the service. Payment is subject to invoice verification.

7. Notification of Defects

- 7.1. An examination of the goods is conducted by us at incoming goods only to establish whether there is any obvious damage, in particular transport damage and discrepancies in terms of the identity or quantity of the delivery, except as otherwise agreed with you in a Quality Assurance.
- 7.2. We will give notice of any defects found without undue delay after their Discovery. In all cases, our complaint is deemed prompt and timely if received by the supplier within 14 days.

8. Claims Based on Defects

- 8.1. The provisions of statute relating to material and legal defects apply except insofar as otherwise provided herein below.
- 8.2. We have the right to select the type of supplementary performance. The supplier may refuse the type of supplementary performance we selected if it is only possible at disproportionate expense.
- 8.3. In the event that the supplier does not commence rectifying the defect immediately after our request to remedy it, in urgent cases, especially to ward off acute danger or to prevent greater damage, we are entitled to undertake such rectification ourselves or to have it undertaken by a third party at the expense of the supplier.
- 8.4. Should we incur expenses as a result of the defective delivery of the Product, costs shall be borne by the supplier:
- 8.5. The supplier is accountable for the fault of its sub-suppliers as it is for its own fault.

9. Product Liability and Recall

- 9.1. In the event a product liability claim is asserted against us, the supplier is

obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the supplier.

- 9.2. In the cases of paragraph 9.1 above, the supplier assumes all costs and expenses, including the costs of any legal action.
- 9.3. In all other respects the provisions of statute shall apply.

10. Conducting Work

- 10.1. Persons who carry out work on our factory premises in fulfilment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by wilful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

11. Documentation and Confidentiality

- 11.1. The supplier shall keep confidential with respect to third parties all business and technical information made available by us (including drawings, samples, data) as long as it is not proven public knowledge. It may only be made available to those persons in the supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality. Without our prior written consent, such information must not be duplicated or exploited commercially. At our request, all information originating from us and loaned items must be, without undue delay, returned to us in full or destroyed.
- 11.2. Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

12. Export Control and Customs

- 12.1. The supplier shall be obliged to inform us about any applicable (re-) export licence requirements or restrictions for the Products under German, European or US export control law and customs regulations.
- 12.2. The supplier shall be obliged to inform us without undue delay of any changes to the licence requirements applying to the Products it supplied to us, as a result of technical changes, changes to the law or governmental determinations.

13. Compliance

- 13.1. The supplier undertakes, within the framework of its business relationship with us, not to offer or grant, promote or accept any advantages, neither in its business dealings, which are in breach of applicable anti-corruption regulations.
- 13.2. The supplier undertakes, within the framework of its business relationship with us, not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.
- 13.3. The supplier guarantees that it will comply with the applicable laws governing the general minimum wage and commit sub-suppliers engaged by it to the same extent. On request, the supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the supplier shall hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this connection.
- 13.4. The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the supplier shall comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the abolition of forced and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment (www.unglobalcompact.org).
- 13.5. In the event of a suspected violation of the obligations under paragraphs 13.1 to 13.4, the supplier must investigate any possible violations without undue delay and inform us of the investigation measures taken. If the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the supplier or to terminate them with immediate effect.
- 13.6. In the event of severe violations of the law by the supplier and in the event of violations of the provisions of paragraphs 13.1 to 13.4, we reserve the right to withdraw from the existing contracts or to terminate them without notice.

14. Miscellaneous

- 14.1. If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 14.2. The contractual relationships shall be governed exclusively by German law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).