

**General Purchase Conditions
of thermofin GmbH,
legally represented by the General Manager Bernd Löffler,
Am Windrad 1, 08468 Heinsdorfergrund**

**§ 1
General – Scope of Application**

- 1) Our purchase conditions shall apply exclusively. Conditions of the supplier opposing or deviating from our conditions shall not be recognised.

The application of general terms and purchase conditions different to ours shall be excluded for this order and for all follow-up orders. The validity of such conditions is objected expressly. A repetition of such an objection is not required. Silence, the irrevocable acceptance of the service or the delivery is no agreement to the conditions of the supplier.
- 2) All agreements in the purpose of the compliance with this contract between the supplier and us shall be documented in writing within this contract.
- 3) We reserve the right to revoke a given order. Our rejection can be effected until the reception of the acceptance. Claims, especially for the compensation of damages do not arise from this objection.
- 4) Our purchase conditions only apply to companies in terms of § 310 section 1 of German Civil Code.
- 5) Our purchase conditions also apply to all further business with the supplier.
- 6) Our employees, excluded the managing director and the attorneys, are not authorised to make verbal subsidiary agreements or verbal commitments. In order to be valid, actions of these employees require our expressed written approval.

**§ 2
Order and Order Confirmation**

- 1) Provided that we made no expressed order, the reply to our inquiries and quotations given to us including sample consignments do not cause legal consequences and are free of charge for us.
- 2) The supplier is obliged to accept our order within a period of two weeks. In like manner, we can accept quotations of the supplier within a period of two weeks.
- 3) Deviations from our orders are only considered as approved if they are confirmed by the persons referred to as authorised to represent (§ 1 (6)).
- 4) We reserve property rights and copyrights on images, drawings, calculations and further documents. They shall not be made available to third parties without our expressed written approval. They must be explicitly used for the manufacture based on our order. After processing of the order, they must be returned to us without being asked. They shall not be disclosed to third parties. Additionally, the regulation of § 9 section 4 of these Purchase Conditions shall apply.

**§ 3
Prices – Payment Conditions**

- 1) The price, given in the order is binding. It includes delivery "free domicile" including packaging. The seller is obliged to take back used packaging material free of charge. There is no claim to return.
- 2) The legal VAT is included in the price.
- 3) Within the scope of the law, we are due to offset and retention rights.
- 4) If not agreed otherwise, payments of thermofin GmbH shall be effected within 14 days with deduction of 3% discount or within 30 days net. The payment periods start with the complete service provision and the reception of correct invoices. In case that the service is sent to another receiver than thermofin GmbH, the supplier shall prove the service provision with a receipt of the addressee.

**§ 4
Delivery Time**

- 1) The delivery time indicated in the order shall be binding.
- 2) The supplier is obliged to immediately inform us in case of circumstances which can occur or can be determined which result in the fact that the stipulated delivery time cannot be met.
- 3) The service is effected in time, if it is received at the agreed time on the agreed place. If a place of service provision is not defined, the place of performance is the main office of thermofin GmbH.
- 4) In case that a specific delivery date is agreed, the supplier must take all reasonable acceleration measures and measures to meet the delivery date. The same apply if the delivery date is already exceeded. In particular, the supplier shall select the fastest possible shipping method, if we do not confirm expressly in written form a standard shipping as sufficiently.

**§ 5
Contractual Penalty**

- 1) If the supplier delays in delivery, thermofin GmbH shall be entitled to charge a contractual penalty amounting to 0.2 % of the delivery and/or service value per day but not exceeding 5 % of the net order value in total.
- 2) Further statutory claims additional to the contractual penalty remain unaffected. Penalties which have been paid will however be set off against damages claimed.

**§ 6
Transfer of Risk – Documents**

- 1) If not agreed otherwise in written form, the delivery shall be made at the expense and risk of the supplier. Delivery note and invoice shall have the same appearance in terms of form and content. They must contain the complete order number.
- 2) Within the entire correspondence, every order must be treated separately by using the details mentioned above. Failure to do this, we are not responsible for any resulting delays in processing.

**§ 7
Inspection of Defects – Liability for Defects**

- 1) We are obliged to check the goods immediately within a reasonable period on possible quality and quantity deviations. The complaint of such deviations is in time provided that the supplier is notified within a period of five working days from detection.
- 2) We shall be entitled to the statutory defect claims without restriction; in any case we shall be entitled to our choice to ask the supplier for repair of the defect or for delivery of new goods. We expressly reserve the right to claim compensation, in particular the right to claim compensation instead of performance.
- 3) We shall have the right to rectify the defects ourselves at supplier's costs in order to avert danger or major damage and in urgent cases and if this urgent case excludes the notification, especially a deadline setting towards the supplier for the elimination of defects.
- 4) The limitation period for the claim of defects is 36 months beginning with the transfer of risk.
- 5) The place of subsequent performance is the location of the defective goods.

**§ 8
Product Liability – Indemnity – Liability Insurance Protection**

- 1) If the seller is liable for product damage, it is obliged to indemnify us on first request from claims for damages of third parties as far as the cause is within the seller's area of control and organisation and as far as the supplier is liable itself externally.
- 2) In terms of the supplier's liability for cases of damage according to section 1, the supplier is also obliged to replace any expenses as defined in sections 683, 670 German Civil Code and according to sections 830, 840, 426 German Civil Code which arise from or in connection with any recall actions which we had to perform. We will inform the supplier about the contents and scope of the recall measures to be performed – as far as possible and reasonable – and we will give the supplier the opportunity to express an opinion on the matter. Any other statutory claims shall remain unaffected.
- 3) The supplier undertakes to maintain a product liability insurance of an insured sum which amounts to € 10 Mio per person/ property damage. Any further statutory claims to which we are entitled shall remain unaffected thereby.

**§ 9
Property Rights**

- 1) Provided that costs, damages, claims or expenditures arise for the purchaser or the seller because of claims or legal actions by a third party because goods of the seller or their use violate intellectual property rights of a third party, the seller shall indemnify, defend and reimburse the purchaser from them. The seller is not liable if the violation arises from the manufacture of the goods in accordance with the instructions of the purchaser and if, despite a suitable attention, it remains unknown to the seller that the compliance with the instructions result in the violation of commercial intellectual property rights.
- 2) The parties inform themselves immediately about all violations of third party rights, also if they are only suggested or assumed. The seller shall support the purchaser in the defence against such claims including the provision of all documents which require the purchaser for the defence.
- 3) Upon request of the purchaser, the seller shall indicate all intellectual property rights which are known or become known by him and which are used during the development or the manufacture of the goods or which are associated with them.
- 4) If the allegation of a violation of third party rights is communicated to the seller, the seller is obliged to take measures, which ensure a purchase of seller's goods, by the purchaser without such a violation.

**§ 10
Reservation of Title – Order – Tools – Secrecy**

- 1) If we provide parts to the seller, we reserve the title of these parts. Processing or transformation made by the seller shall be taken over by us. If our goods subject to retention of title are processed with other objects which do not belong to us, we shall become a co-owner of the new object in proportion to the value of its object (purchase price plus value added tax) with regard to the other processed objects at the time of processing.
- 2) If the object provided by us is mixed inseparably with other objects which do not belong to us, we shall become a co-owner of the new object in proportion to the value of its object (purchase price plus value added tax) with regard to the other mixed objects at the time of mixing. If mixing is carried out in such a way that the object of the seller is considered to be the main object, it shall be deemed to be agreed that the seller confers a pro-rata co-ownership upon us; the seller shall hold the sole ownership or the co-ownership for us.
- 3) We reserve the ownership of any tools; the seller is obliged to only use the tools for the production of goods ordered by us. The seller is obliged to insure the tools belonging to us at replacement value against fire damage, water damage and theft at its own expense. At the same time the seller already assigns all claims for compensation arising from the insurance to us; we hereby accept the assignment. The seller is obliged to carry out any necessary maintenance and inspection work and all repair work on our tools at its own expense and in good time. Any failure shall be communicated to us immediately; if the seller culpably fails to do so, claims for damages shall remain unaffected.
- 4) The seller is obliged to keep all received works, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express written consent. The obligation to maintain secrecy shall also apply after completion of this contract; it expires if and as far as the manufacturing knowledge contained in the received figures, drawings, calculations and other documents has become common knowledge.
- 5) If security rights owing to us according to section (1) and/or section (2), exceed the purchase price of all our unpaid reserved goods by more than 10 percent, we shall be obliged to release the relevant security rights upon the request of the supplier at our option.
- 6) No matter what form, the supplier has no retention of title on the goods delivered by him. All items become our property upon transfer. In particular, despite of processing or mixing, an existing retention of title does not continue. Lien rights, of whatever type, also contractor's lien rights, shall not arise.

**§ 11
Offset – Retention Rights**

- 1) Our claims must not be offset or payment be withheld in respect of counterclaims, unless the counterclaim is undisputed or has become res judicata.

**§ 12
Place of Jurisdiction and Miscellaneous**

- 1) The place of jurisdiction is our registered office. However, we shall also be entitled to sue the supplier at its place of residence or registered office.
- 2) Place of performance is our registered office.
- 3) The German law applies. The United Nations agreement on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 4) In accordance with the provisions of the Federal Data Protection Act, we point out that we process and store the personal data which are required for the handling of the business relationships with the assistance of electronic data processing.
- 5) From 01st February 2014 on, these General Purchase Conditions apply exclusively for new contracts.

**§ 13
Severability Clause**

- 1) If individual provisions of this contract are or become invalid or impracticable, the effectiveness of the remaining conditions shall not be affected thereby. The ineffective provision shall be replaced by an effective one, which comes closest to the economic purpose of the ineffective provision which the contractual parties have pursued with the invalid or impracticable provision. The above-mentioned clauses are valid in the case that the contract is incomplete.