

1. General information

- 1.1. All aspects of the business relationship between Otto Roth GmbH & Co KG and the supplier are governed solely by these general terms and conditions of purchase as are all current and future orders. Otto Roth GmbH & Co KG therefore does not recognise the supplier's terms and conditions of sale nor any other general terms and conditions of business; they will not be applied.

Otto Roth GmbH & Co KG is entitled to change their general terms and conditions of purchase by means of an appropriate form of communication; this will apply to all aspects of the future business relationship with the supplier.

- 1.2. If there is a framework agreement between the supplier and Otto Roth GmbH & Co KG, these general terms and conditions of purchase supplement it and also each separate contract.
- 1.3. Only orders which Otto Roth GmbH & Co KG has placed in writing, including those placed by fax and e-mail, are binding. Agreements made verbally or by telephone require written confirmation from Otto Roth GmbH & Co KG.

All communications, including, but not limited to order confirmations, delivery notes and invoices, must carry the purchase order number for the Otto Roth GmbH & Co KG order.

2. Prices and payment terms

- 2.1. The prices agreed with Otto Roth GmbH & Co KG generally include delivery to the destination specified by them, that is, freight, packaging, and all other additional costs. They do not include VAT. Should delivery not be included, Otto Roth GmbH & Co KG will pay only the best value freight costs.
- 2.2. Invoices with the Otto Roth GmbH & Co KG purchase order number which have been made out correctly and are received before the 25th of the month will be paid on the 5th of the following month and those received by the 10th of the month will be paid by the 20th of the month with a 3 % discount.
- 2.3. Payment and discount periods commence with the receipt of the correct invoice at the Otto Roth GmbH & Co KG headquarters in Stuttgart, but not before delivery has been made in full to the delivery address, or, in the case of services, before they have been approved and any associated documentation or other paperwork forming part of the service has been handed over. If goods are received or services approved earlier, the payment and discount periods start with the agreed delivery date.
- 2.4. Otto Roth GmbH & Co KG is entitled to assert rights to set-off and retention within the scope of the law.
- 2.5. The supplier's claims against Otto Roth GmbH & Co KG may only be assigned with their explicit consent.
- 2.6. The supplier is not entitled to have debts owed by Otto Roth GmbH & Co KG recovered by a third party.

3. Delivery periods, scope of delivery, passing of risk

- 3.1. The delivery dates and periods agreed with Otto Roth GmbH & Co KG are binding. Otto Roth GmbH & Co KG must be informed immediately in writing of any imminent delay to delivery and the reasons for it. Should the supplier still fail to deliver after an additional period of reasonable duration set by Otto Roth GmbH & Co KG, Otto Roth GmbH & Co KG can withdraw from the contract and request the payment of compensation instead of the delivery/service.
- 3.2. Part deliveries, over-deliveries, and under-deliveries are only permitted following explicit agreement or with consent in advance from Otto Roth GmbH & Co KG.
 Otto Roth GmbH & Co KG can refuse early deliveries and return them at the cost and risk of the supplier.
- 3.3. The supplier bears the risk of accidental destruction or accidental deterioration until the goods are handed over at the destination specified by Otto Roth GmbH & Co KG.
- 3.4. Otto Roth GmbH & Co KG is entitled to stipulate the type of carriage or the carrier for deliveries ex the supplier's works/EXW.
- 3.5. If the goods are returned to the supplier due to faults for which the supplier is responsible, such as defects or duplicate deliveries, the goods are transported at the supplier's risk.

4. Force majeure

Force majeure, labour disputes, breakdowns in operations for which they are not at fault, civil unrest, official action and other unavoidable events entitle Otto Roth GmbH & Co KG, notwithstanding their other rights, to withdraw completely or fully from the contract, provided the events are not immaterial and lead to a significant reduction in the requirement for the ordered goods.

5. Retention of title

Otto Roth GmbH & Co KG recognises the supplier's retention of title of the delivered goods until payment in full of the purchase price.

6. Manufacturing equipment, preliminary products

- 6.1. All the equipment used in manufacture (tools, materials, drawings, documents and other paperwork and so on) which Otto Roth GmbH & Co KG provides for the fulfilment of their orders remains their property. Immediately after receipt by the supplier, it must be marked clearly as the property of Otto Roth GmbH & Co KG and stored in a discernibly separate location from similar material or material of the same type. Provided no other agreement has been made in writing, the manufacturing equipment must be returned immediately and in its entirety after it has been used for the Otto Roth GmbH & Co KG order. This also applies to material that has not been processed. This applies as appropriate to all the preliminary products that Otto Roth GmbH & Co KG provides to the supplier.

The right of the supplier to retain manufacturing equipment and preliminary products belonging to Otto Roth GmbH & Co KG is always excluded.

- 6.2. The specifications, drawings and other documentation belonging to Otto Roth GmbH & Co KG are authoritative for the goods to be supplied/manufactured. The supplier must check all dimensions and other key/specific characteristics before work begins. Any deviation from the specifications made by Otto Roth GmbH & Co KG must be agreed in writing.

The supplier is obliged to include suitable monitoring measures in his operations to ensure compliance with the relevant norms (such as DIN ISO etc. norms, including works norms) and other instructions from Otto Roth GmbH & Co KG and that the packaging prevents any impairment of the goods, including but not limited to transport damage.

7. Confidentiality

The supplier shall use all the knowledge and manufacturing equipment provided in connection with the order from Otto Roth GmbH & Co KG only for the intended purpose and if they are designated as confidential or there is obvious interest in their confidentiality shall not disclose them to third parties, exercising the same diligence that they would use with their own property. This obligation shall continue to apply after the contract or the business relationship is terminated.

8. Warranty, damages, statutory period of limitation of 5 years

- 8.1. The delivery must be free from defects in material and title, must exhibit the characteristics agreed in the contract, and must comply with generally accepted good practice and the relevant standards, and with safety, occupational health, accident prevention, environmental protection and all other regulations. Otto Roth GmbH & Co KG is entitled to the statutory warranty rights and claims in the event of a defect. The statutory period of limitation for warranty claims is 5 years, except for goods which are intended to be used for a shorter period given the typical nature of their use or the content of the order.
- 8.2. The delivery is accepted subject to an inspection for completeness and freedom from defects. Otto Roth GmbH & Co KG is entitled to inspect the delivery, provided this is practical in accordance with normal business practice. The supplier shall be notified immediately of the discovery of any faults. The supplier therefore waives the defence of delayed notification of defect.
- 8.3. If the supplier is culpable of giving an incorrect declaration about the origin of the delivery or a property of the goods, the supplier is obliged to make good the loss which arises from the incorrect declaration

9. Product liability and recall

If product liability claims are asserted against Otto Roth GmbH & Co KG, the supplier is obliged to indemnify them against such claims, if requested to do so, in so far as the damage has been caused by a fault in the goods supplied by them.

In such cases, the supplier shall pay all the costs and expenses incurred by Otto Roth GmbH & Co KG and those of their customers, including the costs of any legal action or product recall. Otherwise, statutory provisions apply.

10. Place of fulfilment, legal venue and applicable legislation

- 10.1. The place of fulfilment is the place of delivery of the goods named by Otto Roth GmbH & Co KG; otherwise their headquarters in Stuttgart.
- 10.2. The legal venue is at the discretion of Otto Roth GmbH & Co KG and can be the head office of their branch which placed the order, the supplier's head office, or a legally appointed venue.
- 10.3. The entire business relationship is governed by the law of the Federal Republic of Germany to the exclusion of international civil law, unified international law and the UN sale of goods law.

11. Validity

- 11.1. Changes or additions to the order only become effective with written confirmation from Otto Roth GmbH & Co KG.
- 11.2. Legal declarations on the part of the supplier concerning the order (such as termination, withdrawal and so on) are only effective in writing.
- 11.3. Should individual provisions of these terms or of the order be ineffective, the effectiveness of the other provisions will not be affected.