

**General Purchasing Conditions
of the Vosseler GmbH, Vosseler Presswerkzeuge GmbH
as well as the Vosseler Umformtechnik GmbH (GPCV)**

Revision date: October 2021

Section 1 Scope of Application, Form

(1) These General Purchasing Conditions apply to all business relationships with our business partners and suppliers ("Seller"). The GPC apply only if the Seller is an entrepreneur (pursuant to Section 14 of the German Civil Code (BGB), a legal person/public corporation under public law or under public fund assets.

(2) The GPC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether the Seller manufactures the goods itself or purchases them from suppliers (Sections 433, 650 of the German Civil Code (BGB)). Unless otherwise agreed, the GPC in the version valid at the time of the Buyer's order or, in any case, in the version last notified to the Buyer in text form shall apply as a framework agreement also for similar future contracts without our having to refer to them again in each individual case.

(3) These GPC apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract and in so far, as we have given our express written consent to their validity. This consent requirement shall apply in any case, for example even if we accept the Seller's deliveries without reservation in the knowledge of the Seller's General Terms and Conditions.

(4) Individual agreements made with the Seller in specific cases (including subsidiary agreements, supplements and amendments) shall in any case take priority over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(5) Legally relevant declarations and notifications of the Seller with regard to the contract (e.g. setting of a deadline, demand for payment, withdrawal) shall be made in writing, meaning in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, particularly in the event of doubt regarding the legitimacy of the person making the declaration, shall remain unaffected.

(6) References to the validity of statutory regulations shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply as far as they are not directly amended or expressly excluded in these GPC.

Section 2 Conclusion of Contract

(1) Our order shall be deemed binding at the earliest upon placement or confirmation in text form. The Seller shall notify us of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not concluded.

(2) The Seller is obligated to confirm our order in writing within a period of 7 days or, in particular, to execute the order without reservation by dispatching the goods (acceptance).

A delayed acceptance shall be deemed a new offer and require acceptance on our part.

Section 3 Delivery Time and Delay in Delivery

(1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 6 weeks from the conclusion of the contract. The Seller is obligated to inform us immediately in writing if he is presumably unable to meet agreed delivery times - for whatever reason.

(2) If the Seller does not perform or does not perform within the agreed delivery time or if the Seller is in default, our rights - in particular to withdrawal and damages - shall be determined in accordance with statutory regulations. The provisions of Paragraph 3 shall remain unaffected.

(3) If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 0.3% of the net price per working day, but in total not more than 5% of the net price of the goods delivered with delay. We reserve the right to prove that higher damages have been incurred. The Seller reserves the right to prove that no damage at all or only a significantly lower damage has occurred.

Section 4 Performance, Delivery, Passing of the Risk, Default of Acceptance

(1) Without our prior written consent, the Seller shall not be entitled to have the performance it owes rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for its performances, unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Within Germany, delivery shall be "free domicile" to the destination specified in the order. If the final destination is not specified and nothing to the contrary has been agreed, deliveries to Vosseler GmbH or respectively to Vosseler Presswerkzeuge GmbH shall be made to their registered office in Aldingen, and deliveries to Vosseler Umformtechnik GmbH shall be made to their registered office in Hildburghausen. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(3) The delivery must be accompanied by a delivery notice stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order ID (date and number). If the delivery notice is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. Separately from the delivery notice, a corresponding shipping notice with the same content must be sent to us.

(4) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handing over at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the passing of the risk. In other respects, the statutory provisions of the Contract Law for Work and Labor shall also apply in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handing over or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Seller must also expressly offer its performance to us if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for their additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)). If the contract relates to a non-representable item to be manufactured by the Seller (individual production), the Seller shall only be entitled to further rights if we have committed ourselves to cooperate and are responsible for the failure to cooperate.

Section 5 Prices and Terms of Payment

(1) The price specified in the order is binding. All prices are inclusive of statutory value added tax if this is not shown separately.

(2) Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(3) The agreed price shall be due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. For payment made within 14 calendar days, the Seller shall grant us a 3% discount of the net amount on the invoice. In case of bank transfer, the payment is made in time if our bank receives our transfer order prior to the expiration of the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

(4) We shall not owe any interest on maturity. The statutory provisions shall apply for default in payment.

(5) We shall be entitled to the rights to set-off and of retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Seller arising from incomplete or defective performance.

(6) The Seller shall have a right to set-off or of retention only in respect of counterclaims which have become legally effective or which are undisputed.

Section 6 Secrecy and Reservation of Title

(1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. All documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The foregoing provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. Such items shall - as long as they are not processed - be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing or combining (further processing) of provided items through the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of delivered goods by us, so that we are deemed the manufacturer and acquire ownership of the product latest upon further processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, we accept an offer of the Seller for transfer of ownership conditional on payment of the purchase price in an individual case, the Seller's reservation of title shall expire latest upon payment of the purchase price for the delivered goods. Even prior to payment of the purchase price, we shall remain authorized to resell the goods in the ordinary course of business on assignment of the future claim arising therefrom (alternatively, simple reservation of title shall apply; as to resale, extended reservation of title shall apply). This excludes all other forms of retention of title, in particular the expanded retention of title, the passed-on retention of title and the extended retention of title as to further processing.

Section 7 Faulty Delivery

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly, defective assembly, faulty operating instructions) and in the event of other breaches of duty by the Seller, unless otherwise stipulated below.

(2) In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality when the risk passes to us. In any case, the product descriptions - in particular by designation or reference in our order - which are the subject of the respective contract or which have been included in the contract in the same way as these GPC shall be deemed to be the agreement on the quality. In this context, it makes no difference whether the product description comes from us, from the Seller or from the manufacturer.

(3) On completion of the contract, we are not obligated to inspect the goods or to make special inquiries about any defects. Partially deviating from Section 442, Subsection 1, Sentence 2 of the German Civil Code (BGB), we are therefore also entitled to claims for defects without restriction, if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.

(4) For the commercial duty to examine and the requirement to give notice of defects, the statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply with the following proviso: Our duty to examine shall be limited to defects which become apparent during our incoming-goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance is agreed, there shall be no duty to examine. In other respects, it depends on the extent to which an examination is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our requirement to give notice of defects discovered later remains unaffected. Notwithstanding our duty to examine, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is submitted within 10 working days of discovery or, in the case of obvious defects, of delivery.

(5) Subsequent fulfillment shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in or attached to another product, in accordance with the nature and intended use of the goods; our legal claim for reimbursement of corresponding expenses shall remain unaffected. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for removal of defects shall remain unaffected; in this respect, however, we shall only be liable if we have recognized or were grossly negligent in having not recognized that there was no defect.

(6) Notwithstanding our statutory rights and the provisions in paragraph 5, the following applies: If the Seller fails to meet their subsequent fulfillment obligation - at our option by removal of the defect (rectification) or by delivering goods free of defects (replacement) - within a reasonable period of time set by us, we may remove the defect ourselves and demand reimbursement from the Seller of the expenses required for this purpose or a corresponding advance payment. If subsequent fulfillment by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline shall need to be set; we shall inform the Seller immediately of such circumstances, if possible beforehand.

(7) In other respects, in the event of a material defect or defect of title, we shall be entitled to a reduction of the purchase price or to withdraw from the contract in accordance with the statutory regulations. Additionally, we shall be entitled to claim for damages and reimbursement of expenses in accordance with the statutory regulations.

(8) In the event of a material defect or defect of title, we may - in addition to further statutory claims - demand a lump-sum reimbursement of our expenses in the amount of €250.00. We reserve the right to prove that higher expenses have been incurred.

Section 8 Supplier Recourse

(1) In addition to claims for defects, we shall be entitled without restriction to our legally determined recourse claims within a supply chain (Supplier Recourse pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB)). In particular, we shall be entitled to demand from the Seller exactly the type of subsequent fulfillment (rectification of defects or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice (Section 439 paragraph 1 of the German Civil Code (BGB)) shall not be restricted hereby.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code (BGB)), we shall notify the Seller and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall be responsible for proving the contrary.

(3) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor, e.g. by installation in another product.

Section 9 Manufacturer's Liability

(1) If the Seller is responsible for a product damage, they shall indemnify us against claims by third parties to the extent that the cause lies within their sphere of control and organization, and they themselves are externally liable.

(2) Within the scope of their exemption obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a third party claim, including recall actions carried out by us. We shall inform the Seller about the content and scope of recall measures - to the extent possible and reasonable - and give them the opportunity to comment. Further legal claims shall remain unaffected.

(3) The Seller shall take out and maintain product liability insurance.

Section 10 Statute of Limitation

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with statutory regulations, unless otherwise determined below.

(2) Notwithstanding Section 438 Paragraph 1 No. 3 of the German Civil Code (BGB), the general limitation period for claims based on defects shall be 3 years from the passing of the risk. If acceptance is agreed, the limitation period shall begin with the acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for return claims in rem of third parties (Section 438 Paragraph 1 No. 1 of the German Civil Code (BGB)) shall remain unaffected; Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular for lack of limitation - against us.

(3) The limitation periods of the law on sales, including the above extension, shall apply - within the statutory scope - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 of the German Civil Code (BGB)) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in the individual case.

Section 11 Choice of Law and Place of Jurisdiction

(1) These GPC and the contractual relationship between us and the Seller shall be governed by the laws of the Federal Republic of Germany including the UN Convention on Contracts for the International Sale of Goods.

(2) If the Seller is a merchant within the meaning of the German Commercial Code, a legal person/public corporation under public law or under public fund assets, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be Aldingen. The same shall apply if the Seller is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GPC or a prior individual agreement, or at the general place of jurisdiction of the Seller. Overriding statutory regulations, in particular on exclusive responsibilities, shall remain unaffected.