



General Terms and Conditions of Purchase

§ 1 Scope of application

(1) The following terms and conditions of Kabkin GmbH & Co. KG (Buyer) shall apply to all contracts concluded between the Buyer and the Seller for the delivery of goods and services. They shall also apply to all future business relations, even if they are not expressly agreed again. Any deviating terms and conditions of the Seller which are not expressly recognized by the Buyer shall not be binding on the Buyer, even if the Buyer accepts the Seller's delivery without reservation and is aware of terms and conditions of the Seller which conflict with or deviate from its own terms and conditions.

(2) All agreements made between the Buyer and the Seller in connection with the purchase contracts are set out in writing in the purchase contracts, these Terms and Conditions and the Buyer's offers.

§2 Offer and conclusion of contract

(1) The buyer is bound to his offer for the conclusion of a purchase contract (order) for one week. The Seller can only accept the offer by written declaration to the Buyer within this week.

(2) Calculations, drawings, plans and other documents, which are also part of the inquiry/order, remain the property of the Buyer, who reserves all copyrights to these documents. The Seller may not pass these documents on to third parties without the Buyer's written consent. If the Seller does not accept the Buyer's requests within the period specified in Section 2 (1), these documents must be returned to the Buyer immediately.

§3 Payments

(1) The price stated by the Buyer in the order is binding and applies free domicile, unless otherwise agreed in writing between the parties. Any packaging costs are included in the price. The price is exclusive of the applicable statutory value added tax. All invoices of the Seller shall show the order and any commission or cost center numbers specified by the Buyer.

(2) Unless otherwise agreed in writing with the Seller, the Buyer shall pay on the 15th of the month following the delivery of the goods by the Seller and receipt of the invoice with a 3% discount or within 60 days of delivery of the goods by the Seller and receipt of the invoice without deduction.

(3) The Buyer shall be fully entitled to the statutory rights of set-off and retention. He is entitled to assign all claims arising from the purchase contract without the Seller's consent. The Seller is not entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of the Buyer.

§4 Delivery period

(1) The delivery period or delivery date specified by the Buyer in the order shall be binding for the Seller.

(2) If the Seller is in default with the delivery, the Buyer shall be entitled to the statutory claims. If the Buyer asserts claims for damages, the Seller shall be entitled to prove that it is not responsible for the breach of duty.



§5 Warranty / Liability

(1) The Buyer is obliged to inspect the subject matter of the contract for deviations in quality and quantity within a reasonable period of time from delivery by the Seller and to notify the Seller of any defects. Notification of obvious defects shall be deemed timely if it is received by the Seller within five working days of delivery of the goods; notification of hidden defects shall be deemed timely if it is received by the Seller within five working days of their discovery.

(2) In the case of goods provided by the Buyer, the Supplier shall carry out an incoming goods inspection to ensure that it has received the correct parts in accordance with the drawing/article description in the specified quality and quantity.

(3) The Buyer shall be entitled to the statutory warranty claims against the Seller. The Seller shall be liable to the Buyer to the extent permitted by law. In the event of urgency or imminent danger, the Buyer shall be entitled to remedy the defects himself at the Seller's expense.

(4) The limitation period for warranty claims is three years from delivery.

§6 Liability of the seller / insurance cover

(1) If claims for damages are asserted against the Buyer by third parties due to product damage for which the Seller is responsible, the Seller shall indemnify the Buyer upon first request against all claims of third parties, including the necessary costs of defending against such claims, if the Seller has caused the damage within its sphere of control and organization.

(2) If the Buyer has to carry out a recall campaign due to a case of damage within the meaning of §6 (1), the Seller shall be obliged to reimburse the Buyer for all expenses arising from or in connection with the recall campaign carried out by the Seller. The Buyer shall inform the Seller of the content and scope of the recall campaign, insofar as it has the possibility and it is reasonable in terms of time, and request the Seller to make a statement. Further statutory claims of the Buyer shall remain unaffected by this.

(3) The Seller shall be obliged to take out and maintain product liability insurance with a sum insured appropriate for the subject matter of the contract, but at least EUR 10 million per personal injury/property damage. Further statutory claims of the Buyer shall remain unaffected by this.

(4) If claims are asserted against the Buyer by a third party because the Seller's delivery infringes a statutory property right of the third party, the Seller undertakes to indemnify the Buyer against the claims upon first request, including all necessary expenses incurred by the Buyer in connection with the claim by the third party and its defense. The Buyer is not entitled to recognize the claims of the third party and/or to make agreements with the third party regarding these claims without the written consent of the Seller. The limitation period for these indemnification claims shall be three years, calculated from the date on which the Buyer becomes aware of the claim by the third party.

§7 Retention of title

(1) All parts (reserved goods) and tools provided by the Buyer shall remain the property of the Buyer. If the seller carries out processing or transformation, this is done for the buyer. If the Buyer's reserved goods are processed with items not owned by him, he shall acquire co-ownership of the newly created item in the ratio of the value of the reserved goods supplied by him to the other processed



items at the time of processing. The same applies if an item provided by the buyer is inseparably mixed with other items not belonging to him. If, after mixing, the seller's item is to be regarded as the main item, the seller undertakes to transfer proportional co-ownership to the buyer. In any case, the seller shall keep the sole ownership and/or co-ownership of the buyer for the buyer.

(2) Tools provided by the Buyer may only be used by the Seller for the goods ordered by the Buyer and must be insured by the Seller at its own expense against fire, water and theft damage. The Seller hereby assigns the claims arising from these insurances to the Buyer, who hereby accepts this assignment with this agreement. The tools must also be clearly marked as the property of the Buyer. The Seller shall carry out the maintenance and servicing work on these tools at its own expense and in good time in accordance with the respective instructions for use.

(3) All tools, parts and documents received from the Buyer may only be utilized and/or passed on to third parties or made accessible to third parties outside of this contract with the written consent of the Buyer. After fulfillment of the respective contract, the Seller shall return these to the Buyer at its own expense and without delay.

§8 Place of jurisdiction / Place of performance / Final provisions

(1) The place of performance and exclusive place of jurisdiction for deliveries and payments as well as all disputes arising between the parties from the contracts concluded between them shall be the registered office of the Buyer, insofar as the Seller is a merchant within the meaning of the German Commercial Code (HGB).

(2) The relationship between the contracting parties shall be governed exclusively by the law applicable in Germany.

(3) Should any clause of these General Terms and Conditions of Purchase be or become invalid or unenforceable, this shall not affect the validity of the remainder of the General Terms and Conditions of Purchase.