



## General Terms and Conditions for the Purchase of Goods

Stand 06/2007

### 1. General

1.1 Procurement of materials and goods (hereinafter referred to as 'Delivery Items') will only take place subject to the following terms and conditions of Aichele Werkzeuge GmbH. The Supplier's general terms and conditions for delivery and payment shall not form part of the Agreement, even if we do not explicitly contradict to them.

1.2 Our orders must be confirmed within five (5) days after their receipt indicating a binding delivery date. If an order confirmation is not received within five (5) days, we are entitled to withdraw from the order.

### 2. Placing of Order

2.1 In case of surrendering of samples, drawings or other documents by us, the Supplier shall be obliged to verify the correctness of the documents etc. and shall inform us about any obscurities and/or non-conformance with respect to such documents.

### 3. Delivery

3.1 Unless otherwise agreed upon, deliveries shall be carried out DDP (delivered duty paid) according to Incoterms ICC 2000.

3.2 The Supplier shall be obliged to inform us in writing about any circumstance that occurs or which the Supplier has been informed of, that leads or might lead to a delay in delivery.

3.3 If shipment needs to be made by express delivery due to circumstances that lie within the Supplier's sphere of responsibility, any additional costs incurred hereby will be born to the Supplier.

3.4 Force majeure, lawful labour disputes, operational breakdowns or other hindrances, that are beyond our control will discharge us from our obligation to take delivery/acceptance of the Delivery Items for the time they occur and allow us to reschedule delivery dates. The same applies to unavoidable conversions to our production.

### 4. Invoicing and Payment

4.1 Invoices shall be submitted in duplicate following delivery/performance stating our ordering number, the ordering date as well as our indication of correspondence. Invoices may not be enclosed with the delivery. Improper invoices shall only be deemed to be received at the time of correction and proper submission.

4.2 Invoicing for materials and goods shall take place in accordance with the weight and/or amount of pieces actually delivered. However, no payment will be made for any weight and/or amounts delivered exceeding the maximum weight and/or maximum amount ordered by us.

4.3 Payment will be made within 14 days after receipt of an invoice with a cash discount of 3 % or within 30 days net after receipt of an invoice. Means of payment are at our discretion.

### 5. Drawings, Tools

5.1 We retain ownership and title in all tools, samples, models, drawings and other documents which have been provided to the Supplier in the course of the execution of order.

5.2 Ownership and title in the tools manufactured by the Supplier (or a third party) and paid for by us will be transferred upon complete payment. The parties agree on a constructive possession of chattels (*Besitzmittlungsverhältnis*), e.g. the Supplier will possess the tools for us free of charge and treat them with the same care usually employed in its own affairs. The Supplier agrees to keep the tools separated from any goods owned by the Supplier or third parties and that he will maintain an appropriate insurance against customary risks. The Supplier is obliged to identify the tools as being owned by us (e.g. on the tools themselves and in his books of account).

5.3 After completion of our order, the Supplier is obliged to return all tools, models, samples and documents owned by Aichele Werkzeuge GmbH free of charge. The Supplier agrees not to use these objects for purposes other than fulfillment of our orders. The Supplier also agrees to handle any such objects and documents strictly confidential and will not disclose them to third parties.

5.4 In case that the Delivery Items are to be manufactured in accordance with plans, drawings, samples and/or models owned by Aichele Werkzeuge GmbH, the Supplier shall not – whether directly or indirectly – be entitled to offer the Delivery Items to third party without our prior written approval.

### 6. Documentation

6.1 The Supplier shall in due time provide sufficient documentation with respect to the Delivery Items, e.g. manuals, service documentation and spare part documentation. If such documentation will not be provided in due time, the Supplier shall be liable for damages that are caused through improper assembly or operation.

### 7. Warranty

7.1 The Supplier warrants that the Delivery Items are in error-free condition, in particular that they are of proper construction and that the materials used are of best quality and fit for the purpose indicated. The Supplier also warrants proper performance in accordance with the drawings and specifications agreed upon between the parties as well as faultless assembly and provision of faultless assembly instructions. Moreover, the Supplier's warranty includes that the Delivery Items do not infringe any intellectual property rights or other third party rights.

7.2 After receipt of the Delivery Items at our plant, we will examine them for obvious defects, identity and damages caused through transit. Any further duty to examine the delivery items does not apply. Any defects or other variances as well as any hidden defects that are discovered at a later point in time will be reported to the Supplier within a period of eight (8) days. Section 377 para. 2 of the German Trade Act (*Handelsgesetzbuch, HGB*) does not apply.

7.3 In case of justified complaints, subject to the statutory regulations we are entitled to demand subsequent fulfillment by means of repair or exchange service, ask for a reduction in price, withdraw from the Agreement and/or claim damages.

### 8. Place of Performance and Place of Jurisdiction

8.1 Place of performance for all obligations arising from this Agreement shall be Crailsheim.

8.2 Crailsheim shall be the exclusive place of jurisdiction for deliveries and payment including any action arising out of a bill of exchange or check, as well as for all other disputes arising between the parties.

### 9. Applicable Law

9.1 The laws of the Federal Republic of Germany shall exclusively apply with respect to the parties' legal relationship. The UN Convention on the International Sales of Goods (CISG) shall not apply.

### 10. Partial Invalidity

10.1 Should individual contractual provisions be or become legally invalid, the Agreement shall remain binding upon the contractual parties with regard to the other valid provisions.