

General terms of purchasing INTOCAST AG

§ 1 General area of application

1. Our terms of purchasing shall apply exclusively; we shall not accept contrary terms of purchasing or terms of purchasing of our suppliers deviating from our terms of purchasing unless we consented to their application expressly in writing. This requirement for consent shall apply in any case, even if we accept the delivery of the supplier without reservation, knowing of terms of the supplier which are contrary to or deviate from our terms of purchasing.

2. Upon initial delivery based on these terms of purchasing, the supplier acknowledges the terms in the respectively valid version as being agreed also for all further contractual relationships. We will make available the respectively current version of our terms of purchasing to the supplier upon first request in each case free of charge (www.intocast.de/Einkaufsbedingungen).

3. If framework contracts or individual contracts have been concluded between the parties, they shall take precedence. They will be supplemented by the present terms of purchasing unless more special regulations are made in such contracts.

4. All agreements made between us and the supplier for the purpose of execution of the contract are to be set down in writing. Changes of the contract, supplements or oral subsidiary agreements shall only apply if they have been confirmed by us in writing or by e-mail.

5. Our terms of purchasing apply exclusively vis-à-vis companies.

§ 2 Conclusion of the contract

1. Only purchase orders in writing (by letter or facsimile) to which the signature is attached or purchase orders sent by e-mail shall be valid. Purchase orders made by telephone shall only be valid if confirmed by us by letter, facsimile or e-mail. Our silence regarding offers, requests or other declarations of the supplier shall only be deemed as consent if this has been agreed expressly in writing.

2. The supplier has to confirm the purchase order within 7 days after the order date in writing. After expiry of this period of time, we shall be entitled to revoke our purchase order. Claims of the supplier due to an effective revocation made due to that shall be excluded. The submission of offers of the supplier shall be made free of charge and shall be not be binding on us.

3. We shall be entitled to request changes of the delivery item pursuant to the regulations below even after conclusion of the contract if the deviations are reasonable for the supplier. The supplier has to check the change request immediately and to notify to us its effect on the contractual arrangement immediately in writing. This duty to inform shall cover a declaration as to whether the desired changes are feasible in technical terms at all and, in case of the technical feasibility, a declaration regarding the effects of the change requests to the contractual arrangements, such as for example the concept, periods of time, dates, modes of acceptance and remuneration in form of an offer. Within a reasonable period of time, we then have to make a decision on the execution of the changes towards the supplier. Upon positive decision and the agreement on the changes of the contractual terms, the change of the purchase order shall become a component of the contract. In case of insignificant changes, a change of the contractual conditions cannot be requested by the supplier.

4. Intended changes of the delivery item or the object of the service are to be notified to us in writing. They require our previous written consent.

5. In the event of the conclusion of a subcontract, the supplier has to inform us accordingly in advance in writing. We shall be entitled to object to the placing of sub-orders by the supplier for important reasons, if our interests are significantly impaired by the sub-order placed. In this case, the supplier has to execute the order itself.

6. Goods or goods components not listed in the purchase order but indispensable for a safe and efficient operation or a corresponding use of the goods (e.g. labelling of pallets) shall be deemed as component of the delivery item and as being owed by the supplier together with the delivery item without further remuneration.

7. The supplier has to expressly and point out risks and any possible dangers to the environment connected with the goods supplied as well as a special treatment of the goods in its order confirmation.

§ 3 Delivery/performance/default/contractual penalty

1. The agreed dates and periods of delivery shall be binding. The receipt of the goods at the agreed place of delivery shall be authoritative for the adherence to such dates and periods. If no place of delivery has been agreed in the purchase order, delivery shall be made to the following address: Intocast AG, Kaiserswerther Straße 86-88, D-40880 Ratingen. The respective place of delivery shall also be the place of performance (obligation to provide).

2. The supplier shall be obliged to inform us immediately in writing if circumstances occur or if it learns of such circumstances from which it results that the agreed dates of delivery or performance cannot be met. This shall also apply if the delay of delivery is not at supplier's fault. In case of violation of this duty, we shall be entitled to a claim for compensation of the damage resulting from that against the supplier.

3. In case of a delivery earlier than agreed, we reserve the right to return

the goods at supplier's costs. If no return shipment takes place in case of early delivery, the goods shall be stored at costs and risks of the supplier until the date of delivery.

4. We shall accept partial deliveries only after express written agreement. In case of agreed partial deliveries, the remaining quantity is to be stated clearly.

5. In case of default of delivery, we shall be entitled to the statutory claims.

6. In case of default of delivery, we shall be entitled to claim a contractual penalty amounting to 0.5% of the net delivery value per week of default or part thereof, but not more than a total of 5% of the net delivery value; further statutory claims, especially claims for damages – with complete offsetting of the contractual penalty in case of identity of interests – shall remain reserved for us. The net supplier is deemed including increases and reductions, but plus VAT. We shall be entitled to set the contractual penalty off against outstanding (partial) payments.

7. The acceptance of the delayed delivery shall not be deemed as a waiver of claims for damages and the contractual penalty. If we accept the delayed delivery, we will assert the contractual penalty with the final payment at the latest.

8. The values determined by us during the incoming goods inspection shall be authoritative for numbers of items, weights and dimensions as well as the delivery quantities, subject to other proof.

9. A (extended) reservation of ownership shall not be agreed.

10. We shall be entitled to demand a delay of the delivery of up to 4 weeks free of charge from the supplier. The supplier shall not be entitled to claims due to the delay of delivery against us within this framework. In the above-mentioned period of time, the goods shall be stored at supplier's risk. Furthermore, we shall be entitled to demand another delay of delivery of up to 6 months during which the goods also are stored at supplier's risk. In this case, we shall be obliged to reimburse the supplier for the proven, reasonable and usual costs of storage and insurance of the goods.

11. With accepting the purchase order in case of assembly, repair or construction services, the supplier assures that it informed itself about the type of implementation and scope of the services by inspecting the plans available. To the extent that the drawings, plans and other documents presented by us contain obvious errors, typing and calculation errors, no liability shall exist for us in this respect. In such cases, the supplier shall be obliged to inform us about the corresponding mistakes in writing so that we are enabled to correct or renew our purchase order. If documents have not been sent together with the purchase order by mistake, this obligation shall apply correspondingly.

12. In case of safety-relevant parts of the delivery items, which may for example be marked "X" in the technical documents or are determined by separate agreement, the supplier has to set down by means of separate records in which manner, when and by whom the delivery items have been checked with regard to features subject to documentation and which results were brought about by the required quality tests. These test documents are to be retained 10 years free of charge for us and are to be presented to us free of charge in case of need. To the extent admissible due to statutory provisions, possible sub-suppliers are to be obliged by the supplier to the same extent.

13. The supplier agrees, upon our request, to grant access to its production flow to authorities and professional associations responsible for the production safety and to grant to us any necessary and reasonable support in this connection if authorities apply to us due to a item manufactured by us in which we on our part integrated delivery items of the supplier

§ 4 Prices/payment/assignment/packaging

1. Agreed prices shall be fixed prices and shall include all costs of packaging, transport until the place of receipt and/or despatch, of clearing formalities and customs. The applicable VAT shall be included in the price unless it has been designated expressly as net price.

2. The supplier undertakes not to grant more unfavourable prices and conditions to us than to other purchasers to the extent that we offer the supplier the same or equal preconditions in the specific case.

3. The payment shall take places as follows at our choice:

- 14 days calculated as of delivery and receipt of invoice, deducting 3% cash discount;
- 60 days calculated as of delivery and receipt of invoice strictly net.

In case of a bank transfer, the payment is deemed as on time if our transfer order is received by our bank prior to the expiry of the term of payment; we shall not be liable for delays caused by the banks involved in the payment.

4. Payments shall not be deemed as waiver of possible notifications of defects and shall not constitute any acknowledgement of the performance in accordance with the contract.

5. In case of acceptance of early deliveries, the maturity shall depend on the originally agreed date of delivery.

6. We shall not owe any due date interest. Default interest shall be 5 percentage points above the base lending rate each year. For the occurrence of a delay on our part, the legal provisions shall apply, with a written reminder by the supplier being necessary in any case at possible variance with the above regulation.

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7. In case of incomplete or defective delivery, we shall be entitled to retain the payment completely or on a basis proportionately to the value until the proper performance.

8. The supplier shall only be entitled to rights of retention and offset against our claims for such receivables which have been acknowledged by us or have been legally bindingly ascertained, unless the counterclaim is based on a violation of material contractual duties on our part.

9 The assignment of existing claims of the supplier against us requires our prior written consent, unless monetary claims are concerned.

10. If the packaging used for the shipment of the goods is charged separately due to an agreement, we shall be free to make such packaging available again in serviceable condition carriage paid against a credit note of at least 2/3 of the value charged. In this case, we shall be entitled to send the packaging to the supplier at its cost.

§ 5 Force majeure

Force majeure, industrial action, business interruptions not at our fault, riots, and other inevitable events shall entitle us - without prejudice to our other rights - to rescind the contract completely or in parts to the extent that such events are not of insignificant duration (i.e. last more than 4 months) and result in a significant reduction of our need and we notify the impediment to the supplier immediately.

§ 6 Passing of the risk/packaging/documents

1. The delivery has to take place free domicile on principle and shall take place at risk of the supplier until the time of complete delivery and in case of services under a contract for services until the time of acceptance at the agreed place of receipt or shipment.

2. The supplier has to pack the items to be supplied, to the extent possible, exclusively in environmentally friendly packaging material and/or environmentally friendly containers and in such manner that transport damage is prevented. The packaging of the respective shipment shall be included in the price (see § 4 no. 1). If by way of exception other agreements have been entered into between the supplier and us, the supplier shall have to charge the packaging at cost price. In this case, the supplier has to choose the packaging specified by us.

3. The supplier shall insure the delivery at own costs against loss and damage during transport and shall prove the insurance to us upon request.

4. The supplier shall be obliged to show each purchase order expressly and comprehensibly in the entire correspondence within the framework of the business relationship. The supplier shall be obliged to state at least the purchasing department, the complete purchase order number, purchase order date and the reference of the orderer as well as our transaction key on all documents such as for example e-mails, letters, advice notes, shipping and packing notes, invoices, bills of lading, despatch notes, and the like.

The above-mentioned documents such as in particular invoices, shipping notes and packing notes are to be attached to each shipment in duplicate. The content of these documents in case of deliveries of goods shall include at least:

Quantities and quantity units, gross net and calculation weight, if applicable, as well as the number of the purchase order, article description, remaining quantity in case of partial deliveries and our article number.

5. In case of cargo consignments, an advice note is to be submitted to us separately on the day of despatch.

If the supplier fails to do so, delays in processing and delays in payments based on that shall not be at our fault.

§ 7 Inspection for defects/liability for defects

1. For our rights in case of defects of quality and defects of title of the deliveries and services (including wrong delivery and short delivery and inadequate assembly and operating instructions) and in case of other breaches of duty by the supplier, the legal provisions shall apply unless otherwise agreed below.

2. According to the legal provisions, the supplier is particularly liable for the goods having the agreed quality at the time when the risk is passed to us. In any case, those product descriptions that are the subject matter of the respective contract or incorporated in the contract in the same way as these conditions of purchase – in particular due to identification or reference in our purchase order – shall be valid as an agreement on the properties and condition. It shall be immaterial whether the product description originates from us, from the seller or from the manufacturer. We shall be entitled to request that the supplier present certificates of inspection for the delivery items free of charge.

Furthermore, the supplier warrants that all delivered goods and performed services are state-of-the-art, comply with any applicable statutory rules, administrative requirements and the regulations of the Employers' Liability Insurance Associations and the Trade Associations of the Federal Republic of Germany, the European Union and the country of intended use specified prior to the conclusion of the contract. The supplier shall further guarantee that the products supplied and the packaging materials are environmentally compatible.

3. Notwithstanding § 442 para. 1 sentence 2 BGB (German Civil Code) we shall even be entitled to unrestricted warranty claims if the defect has remained unknown to us upon conclusion of contract as a result of gross negligence.

4. The commercial duty to inspect and to notify defects shall be governed by the statutory provisions (§§ 377 and 381 HGB (German Commercial Code)) as follows:

Our duty to inspect is limited to defects which are revealed at the incoming goods inspection by an external examination including of the delivery papers and during quality control by way of the random sample test procedure (e.g. transport damage, wrong delivery and/or short delivery). If an acceptance inspection is agreed, there is no need to inspect the goods. Apart from that, it depends on the extent to which an inspection is expedient according to proper business procedures, taking into account the circumstances of the particular case.

Our duty to inspect shall also be limited if the supplier is certified pursuant to ISO 9000 et seq., if it used this certification for advertising purposes and did not clarify within a period of 12 days after conclusion of the contract towards us in writing that such importance should not be attached to the certification.

Our duty to give notice of defects discovered at a later point in time remains unaffected. In all cases our objection (notification of defects) shall be deemed timely and without delay if it is delivered to the supplier within 5 working days (Monday to Friday) of discovery of the defect.

5. The costs spent by the supplier for the purposes of testing and rectification (including any dismantling and assembly costs) shall be borne by the Supplier even if it turns out that there was in fact no defect. Our liability for damages in case of an unjustified request to remedy a defect shall remain unaffected; insofar, we shall only be liable if we recognised or were grossly negligent in failing to recognise that there was no defect at all.

6. If the supplier fails to comply with its obligation to render supplementary performance – at our option either by removing the defect (rectification) or by providing goods that are free from defects (substitute delivery) – within a reasonable deadline set by us, we can remove the defect ourselves and demand that the supplier reimburse the expenses necessary for this or demand a commensurate advance payment. If the supplementary performance by the supplier has failed or is not reasonable for us (e.g. because of particular urgency, a threat to the operating safety or impending occurrence of disproportionate damage), there shall be no need to set a deadline; we will immediately – in advance, if possible – inform the supplier of such circumstances.

7. As for the rest, we shall be entitled to a reduction of the purchase price or withdrawal from the contract according to the legal regulations in the case of defects of quality and defects of title. We shall also be entitled to damages and to the reimbursement of expenses in accordance with the statutory provisions.

8. In case of defects of title, the supplier shall indemnify us against any possible claims of third parties.

§ 8 Recourse against suppliers

1. Apart from our claims based on defects we shall be entitled without any restrictions to our statutory rights of recourse within a supplier chain (recourse against suppliers). We shall particularly be entitled to demand precisely such kind of supplementary performance (repair or substitute delivery) from the supplier as we owe our customer in the individual case. Our statutory right to choose (§ 439 para. 1 BGB) shall not be restricted by this.

2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 478 para. 3, 4.9 para. 2 BGB), we will notify the supplier and, briefly setting out the facts, request its written comments. If the comments are not provided within a reasonable period of time and also no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to the customer; in this case it shall be incumbent on the supplier to provide proof to the contrary.

3. Our claims arising out of the recourse against suppliers shall also apply if the delivery item has been further processed by us or one of our customers, e.g. through assembly in another product, before being sold to a consumer.

§ 9 Product liability/indemnity/third party insurance cover

1. To the extent that the supplier is responsible for a product damage, it shall be obliged - unless otherwise agreed in writing - to indemnify us against all claims for damages of third parties upon first request to such extent that the cause lies within its sphere of control and organisation. Supplier's obligation to compensate shall cover, besides the payment of damages to third parties, also reasonable and usual costs of legal defence, recall costs, inspection costs, costs of assembly and disassembly as well as our administrative and other expenses for the claims settlement.

2. Within the framework of its liability for cases of damage as defined in number 1, the supplier shall also be obliged to reimburse possible reasonable expenses pursuant to §§ 683, 670 BGB as well as §§ 830, 840, § 426 BGB resulting from or in connection with a recall activity carried out by us. We will inform the supplier about content and scope of the recall measures to be carried out - as far as possible and reasonable - and we will give the supplier the opportunity to comment. Other statutory claims shall remain unaffected.

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3. The supplier undertakes to take out a product liability insurance with a blanket coverage amount of at least EUR 5,000,000.00 per case of damage to persons/property and to maintain it for an adequate period of time; if we are entitled to further claims for damages, they shall remain unaffected. The above-mentioned insurance is to be proved to us upon our first request.

§ 10 Limitation period

1. Notwithstanding § 438 para. 1, no. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. Insofar as an acceptance has been agreed, the limitation period shall begin with the acceptance. The three-year limitation period shall apply *mutatis mutandis* also for claims arising out of defects in title, whereby the statutory limitation period for claims in rem for the restitution of property (§ 438 para. 1 no. 1 BGB) shall remain unaffected; beyond that, claims arising out of defects in title shall on no account be time-barred as long as the third party can still assert the right - particularly because it is not yet time-barred - against us.

2. If the supplier with our consent has itself subjected to an inspection for defects or the removal of a defect, then the limitation period shall be suspended until the supplier has informed us about the result of the inspection or provides proof that the defect has been eliminated, or as long as further effort to eliminate the defect is refused.

3. The limitation periods applying under the law governing the sale of goods, including the above extension, shall apply to all contractual claims for defects to the extent permitted by law. To the extent that we are also entitled to non-contractual claims for damages because of a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply to this unless in the individual case the application of the limitation periods under the law governing the sale of goods gives rise to a longer limitation period.

§ 11 Provision/co-ownership/reservation of ownership

1. Items provided by us such as materials, substances, parts, containers and packaging may only be used as intended.

2. Tools provided by us shall remain our property and may be used by the supplier exclusively for the performance of the contractual service to us.

3. If we provide the supplier with items, we shall reserve the ownership in such parts (reserved goods). Processing or alteration by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire the co-ownership in the new item in the proportion of the value of our item (purchase price plus VAT) to the other items processed as of the time of processing.

4. If the item provided by us is mixed inseparably with items not belonging to us, we shall acquire the co-ownership in the new item in the proportion of the value of the reserved item (purchase price plus VAT) to the other mixed items as of the time of mixing. If the mixing takes place in a manner that the item of the supplier is to be deemed as main item, it shall be agreed that the supplier transfers to us co-ownership on a pro-rata basis; the supplier shall hold the sole ownership or the co-ownership on our behalf.

5. The supplier shall be obliged to insure the tools belonging to us and provided to it at replacement value at own costs against damage caused by fire, water and theft. At the same time, the supplier shall assign to us already now all claims for compensation under this insurance; we herewith accept the assignment.

6. The supplier shall be obliged to carry out possibly required maintenance and inspection work as well as any service and repair work regarding our tools at own costs in good time. The supplier has to notify possible failures to us immediately; if it culpably fails to do so, the claims for damages shall remain unaffected.

7. To the extent that the security interests to which we are entitled exceed the purchase price by more than 10%, we shall be obliged to release the security interests at our choice upon request of the supplier.

§ 12. Protective rights of third parties

1. The supplier warrants that in connection with its delivery no rights of third parties within the Federal Republic of Germany are infringed. The liability shall be excluded if the supplier proves that it neither knew nor was able to know of the existence or future development of such rights upon delivery of the delivery item.

2. If claims are asserted against us by a third party due to the infringement of such rights, the supplier shall be obliged to indemnify us against these claims upon first written request; without consent of the supplier, we shall not be entitled to make any agreements with third parties, especially to reach a settlement, if the supplier shall assume liability for this.

3. The duty to indemnify of the supplier shall relate to all expenses necessarily incurred by us due to or in connection with the assertion of claims by a third party, in particular also all necessary and reasonable costs of legal defence and administrative costs as well as all costs incurred in obtaining the necessary replacement.

4. The period of limitation due to the liability for infringement of protective rights shall commence as soon as the claim arose and we became aware of the

circumstances constituting the claim or ought to have become aware of them unless acting with gross negligence.

§ 13 Documents and secrecy

1. Any and all commercial, technical or product-related information, in particular illustrations, formulas, drawings, calculations and formulations made accessible to us of whatever kind, including features which are to be learned from items, documents or data possibly handed over and other knowledge or experiences, until and to the extent that they are not demonstrably publicly known, have to be kept secret from third parties and may be made available only to such persons within the own company of the supplier who have to be necessarily drawn on for their use for the purpose of delivery to us and who are also obliged in writing to maintain secrecy; such information, formulations, data, knowledge and experiences shall remain exclusively our property and/or copyright.

This shall apply *mutatis mutandis* to substances and materials (e.g. software, finished products and semi-finished products) as well as to tools, models, samples and other items with which we provide the supplier. Such items must – as long as they are not processed – be stored separately and insured to an adequate extent against destruction and loss.

2. Such information must not be copied or used commercially - except for deliveries to us - without our previous written consent. The above-mentioned secrecy agreement shall also apply after termination of the supply relationship until its lawful obviousness, however for a maximum of 4 years after delivery. The above-mentioned secrecy agreement shall not apply to the extent that the supplier can prove that it developed the information transmitted prior to disclosure itself in lawful manner.

3. Any and all information and data (if applicable including copies and records made) and items let by way of lending are, at our option, to be returned to us immediately and completely or are to be destroyed and the destruction is to be confirmed in writing upon our request.

We reserve all rights in such information and data (including copyrights and the right to apply for industrial property rights such as patents, utility models, trademark protection, etc.). To the extent that such pieces of information and data were made accessible to us by third parties, this reservation of rights shall also apply in favour of such third parties.

4. No licences or warranties are connected with the information and/or data transmitted to the supplier.

5. Products manufactured according to documents designed by us, such as drawings, samples or models and the like, our formulations or according to our confidential specifications or our formulas not publicly known or our tools or reverse engineered tools must neither be used by the supplier itself nor be offered or supplied to third parties.

§ 14 Safety provisions

1. The supplier has to comply with the safety regulations applying to its deliveries in the Federal Republic of Germany and the European Union and the country of use notified prior to conclusion of the contract and with the latest state of the art and/or to observe the technical data and/or thresholds agreed in excess of such regulations. In particular, all conditions requested within the framework of the REACH ordinance (Regulation (EC) No. 1907/2006) shall be complied with completely.

2. The supplier undertakes to use exclusively materials which comply with the respectively applicable legal safety requirements and provisions, especially with regard to toxic and hazardous materials in the Federal Republic of Germany, the European Union and the country of use notified prior to conclusion of the contract. The same shall apply to protection provisions in favour of the environment and regulations in connection with electricity and electromagnetic fields. The above-mentioned obligation shall cover all regulations applying to the Federal Republic of Germany and the European Union and the country of use notified prior to conclusion of the contract and - if deviating from the above - also the regulations of the customer countries notified to the supplier prior to or upon placing the purchase order.

3. If we intend to supply a new foreign market with the contractual item, we shall have to notify this to the supplier immediately. The parties shall have to inform themselves about stricter quality and/or manufacturing standards valid there. If the supplier does not state in writing within one month whether it knows of the new quality and/or manufacturing standards, it shall be deemed as agreed that the supplier knows of and complies with the quality and/or manufacturing standards valid there.

4. If the products of the supplier do not comply with the requirements stated under numbers 1. to 3., we shall be entitled to rescind the contract. Claims for damages in excess thereof shall remain unaffected.

5. Intended changes of the delivery item or the object of the service are to be notified to us in writing. They require our previous written consent.

§ 15 Quality and documentation

1. The costs of the declarations of conformity shall be borne by the supplier. The declarations of conformity are to be presented to us immediately upon each delivery in German and English language.

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2. The initial sampling inspection shall take place in accordance with our specifications and at our due discretion (§ 315 BGB).

3. Irrespective of that, the supplier has to check the quality of the delivery item constantly. It has to notify us possible improvements immediately. The supplier has to point out obvious mistakes of specifications and foreseeable complications to us immediately in writing.

4. If minimum and/or maximum values of parameters are stated in a purchase order, the maximum values stated must not be exceeded in any part of the delivery item or the product and the minimum values must not be undercut in any case and any place.

This is to be ensured and documented by suitable test and measuring procedures. We shall be entitled to request the disclosure of the results of such test at any time and without additional costs in written form.

5. If the type and the extent of the test as well as the test equipment and methods are not bindingly agreed with the supplier, we shall be willing upon request of the supplier within the framework of our knowledge and experiences and possibilities to discuss the test with the supplier and to determine the respectively required state of the art of test engineering. Irrespective of that, the test has to comply at least with the current state of the art and the other contractual regulations and/or regulation values in terms of type and extent.

6. The scope of delivery shall include the product-specific and/or technical documentation, the certificates of conformity as well as other documents and certificates required for the delivery item or its use as well as the required marking of the parts and the product and/or its packaging without being charged separately.

7. The supplier shall have to ensure that an exact retraceability of the batches is warranted with regard to the delivery items.

§ 16 Software

1. If the delivery item contains software, we shall be granted, without special remuneration, the right to use the software across our group, to copy it at will and to let it to third parties worldwide together with the delivery item against remuneration or free of charge for an indefinite period of time.

2. We shall be entitled to retranslate the software for the purpose of maintenance and further development.

3. If a separate remuneration has been agreed upon for software, this shall only become due upon execution of a formal acceptance procedure with written acceptance declaration on our part.

4. In case of delivery of software, a supplementary performance by new program versions shall only be admissible after our previous written consent. In this case, the supplier shall be obliged to familiarise our employees with the new program version at its costs.

§ 17 Auditing

1. We shall be entitled to carry out announced controls of the ongoing business operations of the supplier and to monitor the quality assurance measures during the usual business hours. At our option, controls can also be carried out by a suitable expert determined by us. Provided that quality problems occurred in the past, we shall also be entitled to carry out unannounced controls for the purpose of monitoring the quality assurance measures. We shall not be entitled to this right if the last complaint regarding quality assurance measures dates back more than 1 year or if no defects were detected during 2 consecutive unannounced controls.

2. If we prove reasonable justified interest, we shall have a right to inspect the documents of the supplier. Such justified interest shall especially be given if, by doing so, findings can be gathered which facilitate the assessment of the necessity and the handling of a recall.

3. Within the framework of our exercise of rights pursuant to the above numbers 1. to 3., the supplier shall not be obliged to disclose trade secrets.

§ 18 Applicable law and place of jurisdiction

1. For these General terms of purchasing and all legal relations between us and the supplier, the laws of the Federal Republic of Germany shall apply, to the exclusion of the international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. If the supplier is to be regarded as a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Ratingen. We shall, however, be also entitled to file an action at the place of performance of the delivery commitment.