

1. Conclusion of Contract

Supply contracts, orders, acceptances, scheduling agreement releases, despatch notifications, credit notes and invoices as well as amendments and additions to these are binding only when they have been originated or confirmed by the customer in writing, by telefax or in electronic form. Scheduling agreement releases can also be made by means of data transmission. On all written documents, the supplier and/or order number is to be given, along with the tax reference.

The exchange of documents relevant to the contract is to be carried out with the "Purchasing" function. If any consultations with other functions or departments result in the reaching of agreements which alter points laid down in the contract, then these require the express written agreement from the "Purchasing" function in the form of addenda to the contract. If the supplier does not accept the order within two weeks of its receipt, then the customer is entitled to cancel it. Scheduling agreement releases become binding at the latest when the supplier does not contradict it within two working days after receipt thereof.

2. Prices

The applicable prices are set out in agreements made between the customer and the supplier.

3. Ordering, delivery

Scheduling agreement releases are valid only in conjunction with the framework contract. The delivery dates/times shown on the scheduling agreement releases are at the same time delivery dates / receipt dates at the customer's site. We expressly reserve the right of withdrawal and/or replanning within the framework of changes to the contractual conditions on the customer's side. Excess or advanced deliveries are not permissible. We give authority for production for four weeks, and authority for material scheduling and capacity planning for a further four weeks.

Scheduling agreement releases are extended automatically for a month in each case, unless they lose their validity with the production of a new scheduling agreement release. Schedule lines which exceed the periods quoted above are to be regarded only as a non-binding forecast.

Partial deliveries are regularly not admissible. They are admissible only when the customer has specifically agreed to this in writing or if they are reasonable for the customer.

The supplier bears the risk of any loss of or damage to the goods ("Sachgefahr") until the goods have been accepted by the customer or by a representative commissioned by the customer, at the contractually agreed location.

For all deliveries the "Logistics requirements for suppliers" as amended from time to time shall apply.

4. Delivery dates and deadlines

In the event that the supplier identifies difficulties regarding production, raw material supplies, adherence to scheduled dates or other similar circumstances, which could prevent delivery on time or of the agreed quality, then the supplier immediately has to inform the appropriate person at the site accepting the goods and the customer's "Purchasing" function. The obligation to adhere to the agreed dates remains unaffected.

5. Delay in delivery

In the event of delay on the part of the supplier, the customer is entitled, after the unsuccessful expiry of an appropriate period of grace set by him, to have the service which was not performed by the supplier carried out by a third party at the cost of the supplier, or to withdraw from the contract. The costs arising to the customer as a result of the default are to be borne completely by the supplier.

6. Environmental protection constraints

In accordance with the German Hazardous Substances and Dangerous Working Materials Act, the supplier is obliged to attach, without being asked to do so, the most recent EC safety data sheet in accordance with EEC-91/155 in the documentation for the initial sample and to up-date this in accordance with the regulation. The ZF norm ZFN 9003 (as at: 09/2011) "Exclusion of Hazardous Substances" is to be complied with. The supplier undertakes, at the customer's request, to create a recycling concept for his materials, preparations or products in accordance with DIN ISO 22628

7. Quality and documentation

For the initial sample tests, attention is drawn to the VDA document "Ensuring the quality of supplies – supplier selection/production processes and product release/quality performance within the series produced", Frankfurt am Main 1998. Irrespective of this, the supplier must constantly test the quality of the goods being supplied. The contractual partners will inform each other of the possibilities of an improvement in quality.

If the form and extent of the testing, as well as the test equipment and methods have not been firmly agreed between the supplier and the customer, the customer is prepared, at the request of the supplier, to discuss the tests with him within the limits of his knowledge, experience and potential, in order to determine the necessary level of test technology in each case. In addition, the customer will inform the supplier on the latter's request of the safety regulations which apply.

Notwithstanding Number 9.3 of the General Purchase Conditions, the test records are to be kept for the active production and replacement parts run-time plus one calendar year, but for a minimum of 15 years,

and produced to the customer on request.

8. Claims due to defects and recourse

Notwithstanding Number 10.1.1 of the General Purchase Conditions the customer is also entitled, in the event of supply of faulty goods before the start of production, to demand damages or the refund of futile expenditure. Notwithstanding Number 10.1.2 of the General Purchase Conditions, the customer can also demand compensation for demonstrable extra expenditure and damage to machines/tools, for example in the case of machined parts, whereby Number 15.1 of the General Purchase Conditions is to be taken into due account in calculating the excess expenditure.

In the event that the customer takes back products which he has produced and/or sold due to faulty goods supplied by the supplier, or if the purchase price for the customer is reduced as a result thereof, or if there is a claim against the customer in some other way, then the customer reserves the right of recourse against the supplier, where an otherwise required deadline/grace period is not necessary for the customer's rights arising from product defects.

Where nothing to the contrary has been agreed, material defects claims expire (contrary to Number 10.3 of the General Conditions of Sale after 36 months, with no kilometre limit from the date of first registration of the vehicle. In the case of parts supplied which are repaired within the time limit of the customer's material defects claims, the warranty period starts anew at the moment the supplier has totally fulfilled the customer's claims for subsequent fulfilment.

The customer is in particular entitled to claims for recourse against the supplier under §§ 478, 479 BGB (German Civil Code) in the event that the customer is exposed to such claims from a third party. This also applies in the event that the customer or a third party has built-in or processed the goods or articles of sale. Moreover, the customer is also entitled to these claims when the third party or the end customer is not the end user, but is an entrepreneur and uses the goods or articles of sale for his business activities.

The customer is in particular entitled to claims for recourse or compensation against the supplier in the event that the latter supplies products to the customer which the supplier has developed or negotiated directly with the end customer in question.

If a material defect arises within 18 months of the passing of the risk, it is then assumed that this fault was already in existence at the transfer of risk unless this kind of assumption is not compatible with the type of item or fault.

In the case of defects of title the supplier also releases the customer from any possible claims arising from third parties. For defects of title, there is a period of limitation of 10 years.

Unless there is anything to the contrary stated above, liability for material defects conforms with the statutory provisions, although for the benefit of the supplier the principles of the limitation of liability contained in Number 15.1 of the General Conditions of Sale are to be applied accordingly.

9. Use of the customer's manufacturing facilities, information and confidential data

Drawings and other documents, devices, models, tools and other means of production which are provided to the supplier remain the property of the customer. The ownership of tools and other means of production which are paid for by the customer depends on the agreements to be made in a separate tool contract. In the event that no separate tool agreement is made the supplier is entitled, in accordance with the proportional distribution of costs, to transfer the relevant proportional share of a means of production to a person named by the customer.

The customer retains all rights to the drawings or products produced as a result of his specifications or products and to processes developed by him.

Any destruction of means of production (tools, templates etc.) or any sale of single-purpose machines is ~~is~~ regularly only permissible upon prior written authorisation by the customer.

The supplier shall be responsible for the care, maintenance and parts replacement of the above items.

All business or technical information which was made available by the customer (including characteristics obtainable from items, documents and/or software, and any other knowledge and/or experience) as long and as far as they are not demonstrably public knowledge, are to be kept confidential from third parties and may only be made available in the supplier's work to persons who have necessarily to be brought in to use them for the purposes of supplying the customer and who must similarly be obliged to maintain confidentiality; they remain the exclusive property of the customer.

Without the customer's prior written consent such information may not be reproduced or used in any other way, except for supplies to the customer. Upon the customer's request all information which originates from the customer (including where applicable copies or records which have been made) and any items provided on loan are to be immediately and completely returned to the customer or to be destroyed.

The customer reserves all rights to such information (including copyright and the right to register intellectual property such as patents, utility models, solid state contactors etc.) where third parties have made these accessible to the customer. This legal reservation applies in favour of these third parties.

Supplementary Conditions for Supplies to BOGE Elastmetall GmbH



10. Final provisions

The place of jurisdiction is the customer's registered office.

Damme/ Bonn, date , date
BOGE Elastmetall GmbH