

GENERAL PURCHASING CONDITIONS

1. Purchase orders:
Purchase orders are only valid if these have been issued in writing and signed. Drawings, models and specimens made available by us or produced on our behalf remain our property. They are to be returned to us unsolicited within 14 days after completion of the order.
2. Order confirmation:
The acceptance of our purchase order must be confirmed in all parts straightaway. Our General Purchasing Conditions have fundamental validity. Differently worded conditions are only valid if they have been confirmed by us in writing.
3. Prices:
The agreed prices are fixed prices, unless explicitly stated otherwise.
4. Shipping advice and delivery note:
For every consignment, a shipping advice is to be sent to the factory or branch site being supplied on the day of shipment, stating our purchase order number, the quantities and the exact designation of the goods. The consignment itself must be accompanied by a delivery note stating the same details.
5. Invoice:
Our purchase order number must always be stated on the invoice.
6. Shipment:
Unless agreed otherwise, shipment must always be carried out by truck. The supplier shall cover transport insurance free consignee.
7. Packaging:
The statutory regulations apply to taking back packaging materials.
8. Faults:
No incoming goods inspection is carried out. The supplier bears full responsibility for precise compliance with our specifications regarding technical, chemical and physical properties, dimensions, quality, execution forms and completeness. In the case of differences in weight, we only recognise the weights ascertained by us with official railway authority validity. If a delivery or provided service is faulty or fails to comply with the reached agreements, we shall inform the supplier as soon as possible.
9. Warranty:
Full warranty must be provided for perfect properties of the goods or provided services. We reserve the right to assert claims for faulty quality or material faults that were not apparent during customary acceptance procedures but only later on during processing or use, within a period of four weeks after discovery. The period of limitations for warranty claims amounts to twelve months after the transfer of risk.

10. Assignment:
Assignment of any claims against us is only permitted after obtaining our explicit consent.
11. Product liability:
The supplier indemnifies us from any product liability claims in our mutual relationship, also insofar as we do not make reference to the supplier as manufacturer. Any legal disputes in such cases shall be conducted by us according to the instructions provided by the supplier and at the supplier's costs.
12. Secrecy:
Even after the end of the business relationship, the supplier undertakes to regard our enquiries and orders and all related commercial and technical details as being strictly confidential and to treat them as business secrets. This also applies in particular to drawings, specification data sheets and other development documents that we have handed over to the supplier. The supplier and his subcontractors are only allowed to refer to our mutual business relationship if we have given our explicit written consent. Production resources such as models, specimens, moulds, tools, gauges, drawings and similar made available to the supplier by us or produced by the supplier according to our details and at our costs remain our property. This also applies to materials and auxiliary items made available by us free of charge for processing in the framework of a purchase order. Without our written consent, all such resources, materials and items must not be forwarded or otherwise made available to third parties for their use, and also must not be used for third parties and for other purposes than those stated by us. The same also applies to items produced with the aforementioned production resources and to production resources for which we have paid proportional costs.
13. Place of jurisdiction:
Depends on the place of fulfilment.
14. Place of fulfilment:
The place of fulfilment of the delivery is the address of the receiving factory or branch sites.

as of November 2003