

General Purchasing Conditions of FATH GmbH

§ 1 Validity

(1) All deliveries, services, and offers of our suppliers are to take place exclusively based upon these General Delivery Conditions. These are a component of all agreements that we make with our suppliers with respect to the deliveries or services they offer. They also apply to all future deliveries, services, or offers to the customers, even if they are not separately agreed again.

(2) The terms and conditions of our suppliers or third parties do not apply, even if we do not separately object to their validity in an isolated case. Even if we refer to a letter that includes the terms and conditions of the supplier or a third party or refers to such, this does not constitute agreement with the validity of these terms and conditions.

(3) The Vendor hereby guarantees compliance with the applicable accident prevention regulations in its own operations and compliance with the applicable safety regulations.

§ 2 Orders and contracts

(1) If our offers do not expressly include a binding period, we shall hereby be bound for one week after the offer date. Timely acceptance requires our receipt of the statement of acceptance.

(2) We are hereby entitled to change, at any time, the time and location of delivery as well as the manner of shipment via written notification with a deadline of at least 7 calendar days before the agreed delivery date. The same applies to changes to product specifications, provided that these can be implemented within the scope of the normal production process of the supplier without considerable additional expense, in which case the notification period according to the above clause is at least 1 week. We will reimburse the supplier for any additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided with reasonable effort in the normal production and business operations of the supplier, the originally agreed delivery date will be postponed accordingly. The supplier shall notify us in writing of the additional cost or delivery delays to be expected in due time prior to the delivery date, but no later than within 3 working days of receipt of our notification according to Clause 1.

(3) We are entitled to terminate the contract at any time by providing a written statement stating the reason, if we can no longer use the ordered products in our business due to circumstances occurring after conclusion of the contract. In this case, we will reimburse the supplier for the partial service rendered.

(4) The supplier is obligated to produce the goods according to the current production specifications (sketches, drawings, other specifications) of FATH GmbH, insofar as the goods are to be manufactured according to drawings, sketches or specifications. This also includes agreed specifications for label and packaging design. The supplier is obligated to request the latest version of the production specifications from FATH before beginning production. Goods that have been produced according to older documents and therefore deviate from the specifications of the current documents (sketches, drawings, other specifications) may therefore be defective.

§ 3 Prices, payment conditions, invoicing information

(1) The price indicated in the order is binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address specified in the agreement, including packaging.

(3) If, according to the agreement, the price does not include the packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, this shall be charged at the demonstrable cost price. At our request, the supplier must take back the packaging at its own expense.

(4) The receipt of our transfer order from our bank is sufficient for purposes of timeliness with respect to the payments owed by us.

(5) All order confirmations, shipping documents, and invoices must state our order number, item number, delivery quantity, and delivery address. Should one or more of these details be omitted and processing be delayed by us in the normal course of business, the payment periods referred to in Section 4 shall be extended by the duration of the delay.

(6) In the event of payment default, we shall owe default interest in the amount of five percentage points above the base lending rate in accordance with § 247 BGB.

§ 4 Delivery period and delivery, transfer of risk

(1) The delivery time (delivery deadline or period) specified in the order is binding. Early deliveries are not permitted.

(2) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent, according to which the delivery time cannot be made.

(3) If the day on which the delivery must be made at the latest can be determined on the basis of the agreement, the supplier will be in default at the end of this day, without the need for a reminder provided by us.

(4) In the event of delivery default, we shall be entitled without restriction to legal claims, including the right of withdrawal and the claim to damages instead of the performance after fruitless expiry of a reasonable grace period.

(5) The supplier is not authorized to make partial deliveries without our prior written consent.

(6) We alone shall bear the risk, even if shipment has been agreed, when the goods are submitted to us at the agreed destination.

§ 5 Protection of ownership

(1) We reserve the property or copyright to any orders, contracts, or drawings, illustrations, calculations, descriptions, and other documents provided to us by the supplier. The supplier may neither make these accessible to third parties, disclose them, or reproduce them independently or through third parties without our express consent. The supplier must return these documents in their entirety to us if they are no longer needed by the supplier for ordinary business activity or if negotiations do not lead to the conclusion of an agreement. In this case, any copies made by the supplier shall be destroyed; this only applies to storage within the scope of statutory retention requirements and data storage for security purposes within the scope of standard data protection.

(2) Tools, equipment, and models, which we provide to the supplier or which are manufactured for contractual purposes and charged to us separately by the supplier, remain our property or become our property. They are to be indicated as our property by the supplier, to be stored carefully, to be protected against damages of any kind, and to be used only for purposes of the contract. The cost of maintaining and repairing these items shall be borne in full by the contracting

parties, unless agreed otherwise. However, insofar as these costs are attributable to defects in such items manufactured by the supplier or due to improper use on the part of the supplier, its employees, or other vicarious agents, they shall be borne solely by the supplier. The supplier shall immediately inform us of all not insignificant damage to these objects. Upon request, the supplier is obligated to return these items to us in the proper condition if they are no longer required by the supplier to fulfill the agreements concluded with us.

(3) Retention of title on the part of the supplier shall only apply insofar as it relates to our payment obligation for the respective products to which the supplier reserves ownership. In particular, expanded or extended retention of title is not permitted.

§ 6 Warranty claims

(1) We are entitled to unlimited legal claims in the event of defects.

(2) In any case, complaints of quality and quantity deviations are made in good time if we notify the supplier of them within 5 working days of receipt of the goods. Complaints of hidden material defects are made in a timely manner if the notification is provided to the supplier within 5 working days after discovery.

(3) We do not waive any warranty claims through the act of acceptance or approval of submitted models or samples.

(4) The limitation period of warranty claims is inhibited upon receipt of our written notice of defects by the supplier. In the event of replacement delivery and defect rectification, the warranty period for replaced and repaired parts begins anew, unless we had to assume, based on the behavior of the supplier, that the latter was not obligated to undertake the measure but only carried out the replacement or rectification of the defect for reasons of goodwill or similar.

§ 7 Product liability

(1) The supplier is responsible for all claims asserted by third parties for personal injury or property damage due to a faulty product delivered by such, and is obligated to indemnify us from the resulting liability. If we are obliged to conduct a product recall against third parties due to a fault in a product delivered by the supplier, the supplier shall bear all costs associated with the recall.

(2) The supplier is obligated to maintain product liability insurance at its own expense with a sufficient insured sum which, unless otherwise agreed in individual cases, need not cover the recall risk or any criminal or similar damages. The supplier shall submit to us a copy of the liability policy at any time upon request.

§ 8 Property rights

(1) The supplier guarantees that, with respect to its delivery, no third-party property rights are infringed in countries of the European Union, North America, or other countries in which it manufactures or has manufactured the products.

(2) The supplier is obligated to indemnify us from all claims that third parties make against us for the infringement of industrial property rights referred to in Section 1 and to reimburse us for all necessary expenses in connection with such claims. This claim is independent of any fault on the part of the supplier.

§ 9 Replacement parts

(1) The supplier is obligated to provide spare parts for the products delivered to us for a period of at least 3 years after

delivery.

(2) If the supplier intends to discontinue the production of spare parts for the products delivered to us, the supplier shall inform us immediately after the decision to suspend such. This decision must be made no later than 6 months before ceasing production, subject to Section 1.

§ 10 Non-disclosure

(1) The supplier is obligated to keep secret the conditions of the order as well as all information and documents made available for this purpose (with the exception of publicly available information) for a period of 10 years after the conclusion of the agreement and only for purposes of order fulfillment. The supplier shall promptly return them to us after completing requests or processing orders.

(2) The supplier may not refer to the business relationship in advertising material, brochures, etc. and cannot issue delivery items manufactured for us without our prior written consent.

(3) The supplier shall oblige its subcontractors according to § 10 of this document.

§ 11 Transfer

The supplier is not authorized to assign its claims from the contractual relationship to third parties. This does not apply in the event of financial claims.

§ 12 Place of performance, court of jurisdiction, applicable law

(1) The place of performance is 91174 Spalt, Germany.

(2) The place of jurisdiction for any disputes arising from the business relationship between FATH and the supplier, at the discretion of FATH, the registered office of the supplier or the registered office of FATH. The registered office of FATH is the sole place of jurisdiction for complaints against FATH. Mandatory statutory provisions on exclusive jurisdictions remain unaffected by this provision.

(3) The agreements made between us and the supplier are subject to the law of the Federal Republic of Germany in exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN CISG).

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The company is a limited liability company based in Spalt, Germany,
Register Court Nuremberg HRB 10906.

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