§1 Applicability

(1) All deliveries, services, and offers of our suppliers are made solely on the basis of these General Purchasing Terms and Conditions. They form a part of all contracts that ANSMANN AG concludes with our suppliers for the deliveries and services they offer. They also apply to all future deliveries, services, and offers provided to ANSMANN AG, even where they have not again been separately agreed to.

(2) Business terms and conditions of our suppliers or third parties are not applicable, including where ANSMANN AG does not expressly contest their applicability in a given case. Even where ANSMANN AG makes reference to a writing that contains the business terms and conditions of the supplier or a third party or refers to same, this does not constitute agreement as to the applicability of such business terms and conditions.

§2 Orders

(1) ANSMANN AG is entitled at all times to change the time and place of delivery, as well as packaging, by written notice. The applies to changes to product specifications, provided same can be implemented without considerable added expense and effort in connection with the supplier's normal production processes. ANSMANN AG will reimburse the supplier for the demonstrated, reasonable costs incurred as a result of the change. If such changes result in delays in delivery that are unable to be avoided with reasonable effort in the supplier's normal production and business operation, the originally agreed delivery date is postponed accordingly. The supplier must give ANSMANN AG written notice in proper time in advance of the delivery date of the added costs or delivery delays anticipated by it after careful consideration.

(2) In the event that ANSMANN AG is no longer able to use the ordered products in its business operation due to circumstances arising after contract conclusion, ANSMANN AG is entitled to terminate the contract at any time by written notice indicating the reason for same. In such case, ANSMANN AG will compensate the supplier for the partial performance rendered by it.

§3 Prices, payment terms, invoice information

(1) The price set forth in the order is binding.

(2) Unless agreed otherwise, ANSMANN AG pays the purchase price following delivery of the goods and receipt of invoice within 14 days, with a 3% discount for early payment, or within 30 days, net. Receipt by our bank of the bank transfer order is controlling as to the timeliness of the payments owed by ANSMANN AG.

(3) Our order numbers, item numbers, delivery amounts, and delivery address must be indicated on all order confirmations, delivery documents, and invoices. If any of this information is missing, and this causes a delay in our processing in connection with our normal transaction of business, the payment deadlines set forth in paragraph 2 are extended by the period of the delay.

§4 Delivery time and delivery, passage of risk

(1) The delivery time (delivery date or deadline) indicated by ANSMANN AG in the order or otherwise under these General Purchasing Terms and Conditions is binding. Premature deliveries are not permissible.

(2) The supplier is obligated to give ANSMANN AG prompt written notice if circumstances arise or become evident that may prevent the delivery time from being met.

(3) If the date on which the delivery must be made at the latest can be determined by the contract, the supplier is in default upon expiry of such date, without ANSMANN AG needing to issue a warning in this respect.

(4) In the event of delivery default, ANSMANN AG is entitled without limitation to statutory claims, including the right of rescission and the claim to damages in lieu of performance after expiry of a reasonable grace period.

(5) In the event of delivery delays, and following prior written notice, ANSMANN AG is entitled to demand a contract penalty from the supplier in the amount of 0.5% of the respective order value for each commenced week of the delivery default, up to a maximum of 5%. The contract penalty is to be set off against the default damages to be paid by the supplier.

(6) Absent our prior consent, the supplier is not entitled to make partial deliveries.

(7) Even where shipment has been agreed to, risk does not pass to ANSMANN AG until the goods are handed over to ANSMANN AG at the agreed place of destination.

§5 Retention of title

(1) ANSMANN AG retains title and copyright to orders placed by ANSMANN AG, as well as to drawings, images, calculations, descriptions, and other documents made available to the supplier. Absent the express consent of ANSMANN AG, the supplier may not make same accessible to third parties or use or reproduce same, either itself or by third parties. It must return such documents in full to ANSMANN AG upon request when they are no longer needed by it in the ordinary course of business or when negotiations do not lead to conclusion of a contract. In such case, copies of such documents made by the supplier must be destroyed, other than those for retention in connection with statutory duties of retention and for storage of data for security purposes in connection with customary data security.

(2) ANSMANN AG retains or obtains title to tools, devices, and models made available to the supplier by ANSMANN AG or that were prepared for contractual purposes and are or were separately charged to ANSMANN AG by the supplier. They are to be labelled by the supplier as property of ANSMANN AG, carefully stored, insured against damage of any kind, and used solely for the purposes of the contract. Unless agreed otherwise, each of the parties bears one half of the costs of maintaining and repairing them. However, if such costs are attributable to defects in those objects manufactured by the supplier or to improper use by the supplier, its employees, or other of its persons used to perform an obligation (*Erfüllungsgehilfen*), they are to be borne by the supplier alone. The supplier must give ANSMANN AG prompt notice of all damage to such objects that is more than merely negligible. It is obligated to surrender the objects to us upon demand in proper condition when they are no longer needed by it to fulfil the contracts concluded with ANSMANN AG.

(3) Title retained by the supplier is valid only where it relates to our payment obligation for the respective products to which the supplier retains title. In particular, expanded or extended retention of title is impermissible.

§6 Warranty claims

(1) In the event of defects, ANSMANN AG is entitled without limitation to statutory claims. However, in deviation therefrom, the warranty period amounts to 36 months.

(2) ANSMANN AG is exempt from the requirements of section 377 of the German Commercial Code (*Handelsgesetzbuch*, HGB) (duty to inspect and object), regardless of whether this involves a purchase contract and/or a contract to produce a work (*Werkvertrag*) (work supply contract [*Werklieferungsvertrag*]). This applies to deviations in quality and quantity. When we ascertain same, we meet the statutory duty to object, even where we give the supplier notice within 15 working days of ascertainment of the defects.
With respect to quality verifications, ANSMANN AG makes reference to the DIN/ISO 2859-1 standard.

(3) ANSMANN AG does not waive its warranty claims by accepting or tolerating submitted models or samples.

(4) When the supplier receives our written notice of defects, the prescription period for warranty claims is suspended until the supplier rejects our claims or declares the defect to be eliminated or otherwise refuses to continue negotiations concerning our claims. In the event of replacement delivery or elimination of defects, the warranty period recommences for replaced or repaired parts, unless ANSMANN AG has to assume, based on the supplier’s conduct, that the latter did not feel obligated to undertake the measure but instead provided replacement delivery or eliminated the defect only as a gesture of goodwill or for similar reasons.

§7 Product liability

The supplier is responsible for all claims asserts by third parties for personal injury or property damage attributable to a defective product delivered by it, and it is obligated to indemnify us against the liability resulting from this. If ANSMANN AG is obligated to carry out a recall action against third parties due to a defect in a product delivered by the supplier, the supplier bears all costs associated with the recall action.

§8 Intellectual property rights

(1) Pursuant to paragraph 2, the supplier represents that products delivered by it do not infringe any third-party intellectual property rights in countries of the European Union or in other countries in which it manufactures the products or has same manufactured.

(2) The supplier is obligated to indemnify us against all claims asserted by third parties against us based on infringement of the industrial property rights described in paragraph 1 and to reimburse us for all necessary expenses in connection with such lawsuit. This claim exists irrespective of fault on the part of the supplier.

(3) Our farther-reaching statutory claims for legal defects in the products delivered to us remain unaffected.

§9 Spare parts

(1) The supplier is obligated to maintain in stock spare parts for the products delivered to us for a period of at least five years after delivery.

(2) If the supplier intends to discontinue production of spare parts for the products delivered to us, it must notify us of same promptly following the decision to discontinue. Paragraph 1 notwithstanding, such decision must be made at least six months prior to discontinuation of production.

§10 Confidentiality

(1) The supplier is obligated to maintain in confidence the conditions of the order, as well as all information and documentation provided for this purpose (with the exception of publicly available information) and to use same only for carrying out the order. After completion of inquiries or processing of orders, the supplier must promptly return same to us upon request.

(2) Absent the prior written consent of ANSMANN AG, the supplier may not make reference to the business relationship in advertising materials, brochures, etc., nor may it display delivery objects manufactured for us.

(3) The supplier must obligate its sub-suppliers in a manner corresponding to this section 10.

§11 Assignment

The supplier is not entitled to assign its claims under the contractual relationship to third parties. This does not apply insofar as the matter involves monetary claims.

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

(1) The buyer’s registered office is the place of performance for both parties and the exclusive place of jurisdiction for all disputes arising out of the contractual relationship.

(2) Contracts concluded between ANSMANN AG and the supplier are subject to the law of the Federal Republic of Germany, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§13 Additional agreement

The ineffectiveness of individual provisions of these General Purchasing Terms and Conditions does not affect the effectiveness of the other arrangements. Ineffective provisions are deemed replaced by such effective arrangements that are capable of achieving as far as possible the economic purpose of the arrangement no longer applicable.