

GENERAL TERMS AND CONDITIONS OF PURCHASE

§ 1 Contractual basis

- We are a modern commerce, technology and service company and provide a qualitative high quality range in the area of storage technology, drive technology, fluid technology and technical machine elements for maintenance and engineering. We sell our products worldwide. Our terms and conditions of purchase apply exclusively. Conflicting provisions or terms of the supplier which deviate from our terms and conditions of purchase will not be recognised; this also applies should we accept the delivery without any reservation. We will also not acknowledge conflicting provisions even if we do not expressly object to these or refer to a letter of the contracting partner in which reference is made to its terms and conditions. Our terms and conditions of purchase also apply to all future transactions with the supplier, even if these are not expressly included in the future.
- In addition, the statutory provisions apply (in particular those of the German Civil Code - BGB and the German Commercial Code - HGB), Regulations and guidelines cited by us apply in their respective current version. Our work norms and guidelines which form the basis of the contract and whose most up-to-date version applies can be requested by the supplier at any time, should these not be present.

§ 2 Offers, contractual documents and non-disclosure

- Our offer is subject to confirmation, unless binding periods are agreed in the individual case.
- Construction drawings, plans, documents, models, electronic data carriers, images and similar corporate documents shall remain our property and must always be treated in the strictest confidence. These may not be made accessible to third parties without our agreement. The supplier shall be obliged to maintain strict secrecy in relation to all other information of which it becomes aware in the course of its work for us. The supplier shall be obliged to also place the above obligations on its personnel and subcontractors. Following a request and after completion of the engagement, the documents plus any copies and duplications must be handed over to us. Reference advertising with our name and similar is only permitted by prior agreement. All documents, papers and files which are of significance to the service must be handed over by the supplier at the latest at the time of delivery of the service, without the need for a request to be issued. In case of a breach of the above obligations, the supplier shall incur full liability in relation to us in accordance with the statutory regulations. To this extent, the supplier shall conclude a de-facto non-disclosure agreement with us.

§ 3 Prices and payment terms

- The price stated in the order is binding.
- In the absence of a deviating agreement, the price includes the statutory value added tax. Furthermore, delivery "carriage paid" (DDP Incoterms 2010) including loading and packaging is included. Also if we have stated that we are prepared to assume the shipping costs, the risk of possible destruction or deterioration of the delivery shall not be transferred until we have taken receipt at the agreed delivery location or after acceptance of the delivery, whichever occurs later.
- We shall be entitled to rights of set off and rights of retention to the extent prescribed by law.
- We settle invoices within 14 days with a 3% discount or within 30 days net, unless a different individual agreement applies; the payment and discount deadlines start to run from the time of receipt of the invoice, however not prior to delivery of the goods or the provision and acceptance of the service and full handover of the contractually agreed documentation or other papers. In case of more favourable payment terms of the supplier, these shall apply without the general terms and conditions of business of the supplier otherwise being recognised.
- Payments can be made by cheque or bank transfer. The payment shall be deemed to have been made on time if the cheque is sent by post on the due date or the bank transfer instruction has been submitted to the bank or postal services on the due date.

§ 4 Delivery time and delivery delays

- The delivery time stated in the order is binding. The supplier shall notify us immediately, should they have reason to believe that they will not be able to comply with the delivery dates or provide a timely delivery; the notification must contain the reason for and the expected duration of the delivery delay. Partial services which have not been agreed are not permitted, unless we expressly request or agree to such.
- In case of delivery delays, we are entitled to charge fixed delay compensation to the sum of 1.0% of the value of the delivery (net without VAT) per working day of the delay; however the maximum sum we can charge is 5%. Thereby the supplier has the right to prove that no loss was incurred or that the loss was significantly lower than the amount above. Further statutory or contractual claims (in particular damages claims due to breaches of obligations) remain reserved.
- Delivery or performance dates and delivery or performance deadlines shall be stated in writing; these are deemed to have been complied with if the object of delivery has been received by us prior to the expiry of the deadline in accordance with the contract. The supplier must always select the most cost effective and suitable method of shipping and transport option for us. All deliveries must contain a delivery note and packing slip (in case of delivery by ship, the name and address of the shipping line and ship must be stated). The order number and information concerning the unloading location must be stated in full in all documents (in particular in invoices and delivery notes, in delivery notifications, in packing slips and in consignment notes, as well as on the outside of the packaging). Hazardous materials and hazardous goods must be packaged, labelled and shipped in accordance with the applicable national and international regulations. The information in the accompanying papers must comply with the respective national provisions. The supplier is responsible for compliance with the above obligations, also on the part of its sub-suppliers. The supplier shall incur liability for all losses and necessary expenses as a result of breach of the above obligations. Shipments which cannot be accepted due to a breach of the above obligations will be stored at the expense and risk of the supplier. We may determine the content and state of such shipments. The rules relating to the return of packaging will be determined in accordance with the respectively applicable packaging ordinance.

§ 5 Defect inspection

- An inspection and complaint obligation on our part for non-obvious defects in accordance with § 377 of the German Commercial Code (HGB) is excluded. We are obliged to carry out a minimum inspection on the basis of the delivery note and to check for damage during transportation; the supplier is obliged to carry out a final goods control and will conclude a quality assurance agreement with us on request.
- In case that no quality assurance agreement exists or should obvious defects be present, our complaint will always then be deemed to have been made on time if it is received by the contractor within 7 working days (excluding Saturdays), calculated from the time of receipt of the goods or, in case of hidden defects, calculated from the time these are discovered. Should the "immediate period" under § 377 of the German Commercial Code (HGB) be more than 7 working days, this longer period shall apply.

§ 6 Liability for material defects and defects of title

- We shall be fully entitled to all statutory rights in case of material defects and defects of title. In particular, the supplier is responsible for ensuring that the object of delivery corresponds to the contractual and legal requirements and does not display any other defects. The object of delivery must correspond to the current rules of science and technology, as well as the respectively applicable regulations concerning protection of the environment, health and safety in the workplace and accident prevention. In particular, we are entitled in case of defects to choose between requesting defect correction or delivery of a defect-free item (supplementary performance); the necessary costs in this respect must be borne by the contractor in full. Furthermore, we shall be entitled to the statutory damages claims in full and without restriction. The supplier will not be automatically released from liability for defects by means of the acceptance of the goods, a sample or a specimen.
- A limitation of period of three years from the time of delivery applies, unless longer periods are prescribed by law. Should the object of delivery be delivered once again in the course of the supplementary performance, the limitation period of three years will start to run again, should an acknowledgement of the supplementary performance obligation be present. The same applies in case of improvement for the part of the object of delivery which has been corrected.
- In urgent cases (danger in case of delay or particular urgency), we are entitled to carry out the defect correction ourselves or have the defect corrected at the expense of the supplier. An urgent case is present if it is no longer possible to inform the supplier and set it a deadline for supplementary performance (also a shorter deadline).

§ 7 Reservation of ownership

- Should we order parts from the supplier, we reserve ownership in relation to these. A reservation of ownership of the supplier in any form is hereby being expressly objected to.
- The reservation of ownership also extends to products created by means of the processing or alteration of our goods to their full value, whereby these processes take place for us and we are therefore deemed to be the manufacturer. Should a right of ownership of third parties remain in case of processing or alteration with their goods, we will acquire co-ownership in accordance with the objective values of the said goods. In case of mixing or connection of our items with other objects, we will also acquire co-ownership as described above. Should the process take place in such a way that the item of the supplier is considered to be the principal object, it is hereby agreed that the supplier will assign pro rata co-ownership to us. The manufacturer shall store our property with the degree of care that is customary in the trade. Damage, shrinkage etc. must be reported immediately in writing.

§ 8 Recourse

- Should a claim be brought against us under producer liability, product liability or other liability provisions due to the object delivered by the supplier containing a defect, the supplier must release us from the liability resulting from the defect, provided that the supplier is responsible for the defect. Thereby the release must take place on first request.
- Within this framework, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 and §§ 830, 840, 426 of the German Civil Code (BGB) which are incurred in connection with any warnings or recall measures. Within the framework of what is reasonable and possible, we will immediately inform the supplier of the content and scope of the action. Further statutory claims shall remain reserved.
- Should other claims be brought against us due to the object delivered by the supplier containing a defect, we shall be fully entitled to the recourse claim against the supplier under § 478 of the German Civil Code; an exception to this rule will only apply if we have been granted a comparable settlement for the recourse claim first.
- Any additional claims and rights against the supplier shall remain unaffected by the above provisions.

§ 9 Property rights

- The supplier is hereby providing an undertaking that no third party rights will be infringed in connection with its delivery.
- Should claims be brought against us due to an infringement of third party rights, the supplier shall be obliged to release us from such claims, should it be responsible for the infringement of the third party rights. The release must take place on first request. Without the agreement of the supplier, we are not permitted to conclude any agreements with the third party (in particular settlements).
- This release obligation also extends to all expenses which are necessarily incurred by us or in connection with the bringing of a claim against us by a third party.
- Any additional claims and rights against the supplier shall remain unaffected by the above provisions.
- Unless a longer period is prescribed by law, the limitation period for claims under paragraphs (1) to (4) is three years and commences at the time of delivery of the object of delivery (in case of work contracts, at the time of acceptance of the service).

§ 10 Rescission and liability

- The statutory right of rescission of the supplier should not be excluded or restricted. In addition, any statutory or contractual rights and claims to which we are entitled should not be excluded or restricted.
- We only incur unlimited liability in case of intent and proven gross negligence (also on the part of our legal representatives and vicarious agents), as well as in case of injury to life, body or health. We also incur unlimited liability in case of the issuing of guarantees and undertakings, should a defect which comes under these trigger our liability. Also in case of liability connected to acts of endangerment, no restrictions exist.
- In case of other culpable breaches of essential contractual obligations (cardinal obligations), our remaining liability will be limited to losses which are typical of the contract and foreseeable.
- Otherwise our liability shall be excluded, regardless of legal reason (in particular in case of claims connected to the breach of contractual principal and ancillary obligations, unlawful acts and other liability in tort).
- The same (i.e. exclusion, limits and exceptions) applies to claims connected to fault at the time of conclusion of the contract.
- In case of the reimbursement of expenses, this § 10 applies accordingly.
- Any exclusion or restriction of liability also applies in favour of our legal representatives and vicarious agents.
- A reversal of the burden of proof is not intended. Cardinal obligations are essential contractual obligation, i.e. those which give the contract its meaning and on which the contracting partner may rely; these are the essential rights and obligations which are essential for the fulfilment of the contract and the attainment of the contractual purpose.
- The liability of the supplier is regulated in §§ 6, 8 and 9 and by law.

§ 11 Code of conduct

The supplier is obliged to comply with the code of conduct for sub-contractors and suppliers of the Rubix Group.

§ 12 Other obligations of the supplier

- The supplier hereby provides an undertaking that the respectively applicable norms, laws and other regulations in the country of the consumer and manufacturer are being complied with and that any necessary registrations etc. have taken place. The regulations include the VDE provisions for electric parts, the 2006/42/EC Machines Directive, the REACH Ordinance (EC number 1907/2006), the 2011/65/EU RoHS Directive and regulations concerning conflict free raw materials (such as the Dodd-Frank Wall Street Reform and Consumer Protection Act) in their respectively valid form.
- The supplier is obliged to state the goods classification and any permit obligations in accordance with both the current applicable versions of the EC Dual Use Ordinance 428/2009 and the export list of the German Foreign Trade Ordinance and the US Export Administration Regulations in writing and at the latest at the time of sending of the order confirmation. In addition, the supplier is requested to submit a long term individual supplier's declaration at the start of the year for all items delivered by it or alternatively, it can provide this declaration with each delivery. Alongside the preferential origin, the commercial origin and customs tariff number must also be stated, at the latest in the order confirmation. All changes to classifications which have already been determined must be communicated by the supplier immediately, without the need for a request to be issued.
- Should the obligations in paragraphs (1) and (2) above not be complied with, the supplier shall incur liability for any losses incurred by us, including additional claims of foreign import duties, fines etc. and shall release us from third party claims.

§ 13 Place of performance, place of jurisdiction, insurance and distribution of the burden of proof

- The place of performance for our obligations (in particular for our payments) is our place of business.
- The place of jurisdiction is our place of business, should the supplier also be a merchant, legal person under public law or a public law special fund. The same applies should the supplier not have a general place of jurisdiction in Germany or should it move its place of business to another country following conclusion of the contract. We are entitled to also bring a lawsuit against the supplier at other permitted places of jurisdiction.
- The law of the Federal Republic of Germany applies to all claims and rights under this contract. The contractual language is German.
- The contractor must take out sufficient liability insurance at its own expense (in particular third party liability, product liability and environmental damage insurance) for losses caused by its services, personnel and/or subcontractors and provide proof of the said insurance to us on request. In particular, the insurance must include full coverage abroad. Furthermore, the supplier must take out comprehensive transportation insurance at its own expense.
- None of the clauses agreed in these terms and conditions will alter the statutory burden of proof or the burden of proof resulting from court rulings.

§ 14 Miscellaneous provisions

- Amendments to the contract can only become effective with our agreement.
- Should any individual provisions of these terms and conditions be ineffective or invalid in full or in part, the remaining provisions shall remain unaffected thereby. The contracting partners shall be obliged to agree a clause which comes as close as possible to attaining the sense and purpose pursued by the ineffective or invalid provision in economic terms.
- We only use data of the supplier for the purpose of performing the business relationship and in accordance with the regulations of the respectively applicable data protection provisions. Following a written request, the supplier has the right to receive information concerning its personal data which is gathered, processed and used by us.
- All terms and provisions are gender neutral in the German version and also free from discrimination as defined in the German Law relating to Equal Treatment (AGG).