



General terms and conditions of purchase

1. Our orders are placed exclusively on the basis of the following terms and conditions. Terms and conditions of the supplier which are not expressly recognized by us shall not apply even if they are contained in an order confirmation issued in response to our order and we do not expressly object to them or accept the delivery without reservation. No response from us means rejection of the supplier's conditions.
2. The terms and conditions of purchase also apply to all future orders and contractual relationships between us (mkf) and the supplier.
3. If the supplier does not accept our order within 2 days of receipt, by means of a written order confirmation, we are entitled to cancel the order.
4. Documents, drawings and descriptions handed over by us remain our material and intellectual property. They are to be kept secret and are to be returned unrequested after completion of the order. The obligation of secrecy does not apply if the documents or the information contained therein were already known to the supplier or are generally known.
5. The supplier is bound to submit a long-term supplier's declaration for the delivered goods, stating the country of origin, goods code, customs number and weight upon request. In addition, for each delivery must also be provided on request the proof of registration or pre-registration in accordance with the REACH regulation and RoHS conformity. The supplier will inform us immediately and without being asked in writing if the information in the certificates is no longer correct.
6. Unless otherwise agreed, the supplier delivers DDP and CIF. The agreed price is "delivery duty paid" and "cost of insurance and freight" including packaging. Partial deliveries are only permitted by agreement. Each delivery must be accompanied by a delivery note containing at least the following information: description, quantity, item no. or drawing no. and order no. Only packaging that complies with requirements of the German Packaging Ordinance in its current version may be used.
7. Agreed reception dates are fixed dates. If a week has been agreed, the last working day of this week is the latest date of goods receipt at mkf. If, however, a certain day was specified in our order as the date of delivery, this date shall apply, even if the supplier has only confirmed the

corresponding week in the order confirmation. Decisive for compliance with the date of goods receipt or the delivery deadline is the delivery to mkf. Only at this point in time is the risk transferred to us. In the event of foreseeable delays in delivery, the supplier will inform us immediately in writing, stating the reasons for this and, if possible, the expected delivery date.

8. In the event of a delay in delivery, we are entitled to demand a contractual penalty of 0.1% of the net order value, but no more than 5% of the net order value. We are entitled to reserve the contractual penalty until the goods concerned have been paid. Other claims due to delay in delivery remain unaffected. The supplier's liability for damages also extends to any lump-sum compensation and contractual penalties that we owe our customer due to the supplier's delay in delivery, if we have informed the supplier of the lump-sum compensation or contractual penalty agreed with the customer.
9. Invoices must contain the correct billing address. Invoices that do not meet these requirements are not due. We pay according to the respectively agreed terms of payment after delivery and receipt of the correct invoice. In the event of acceptance of early delivery, the due date is based on the agreed delivery date. In case of faulty delivery or delay in delivery, we are entitled to withhold payment proportionately to the value until proper fulfillment.
10. The supplier must provide us with the goods free of material defects and defects of title. The goods are free of material defects if they have the agreed quantity and quality, in particular in terms of quantity, quality and type and if they meet the agreed requirements with regard to packaging. Unless otherwise agreed, the goods must comply with the state of the art and the relevant legal and official requirements.
11. Within the scope of the incoming goods inspection, we can give notice of obvious defects up to five working days after delivery and of hidden defects up to five working days after discovery, whereby in each case it is sufficient to send the notice within the period.
12. If the delivery is defective, we may demand free repair or replacement. The supplier is obliged to prepare an 8D report. Notifications of defects can be made informally, including by telephone, e-mail and fax. If we have unsuccessfully set a reasonable deadline for subsequent performance, we may remedy the defect ourselves at the Supplier's expense, withdraw from the contract, reduce the remuneration and demand reimbursement of expenses. The statutory provisions on the dispensability of setting a deadline, in particular if the subsequent performance by the



Supplier is unreasonable for us, weighing up the interests of both parties, shall remain unaffected.

13. If we are entitled to compensation or withdrawal due to material defects or defects of title, we can demand a lump-sum compensation amounting to 10% of the net order value. The assertion of further damages is not excluded. The supplier has the right to prove that no damage has been caused at all as a result of the material defect or defect of title or that the damage is considerably lower than the lump sum.
14. Our claims for defects become time-barred within 3 years, unless the law provides for longer periods. The limitation period is also suspended if we notify the supplier of a defect. In this case, the suspension ends with the complete elimination of the defect or if the supplier refuses subsequent performance. The statute of limitations shall commence at the earliest three months after the end of the suspension.
15. If the supplier is responsible for a product damage, he is obliged to release us from claims for damages by third parties to the extent that the cause lies within his area of control and organization and he is liable himself in the external relationship. This claim for indemnification also extends to expenses in accordance with §§ 683, 670 BGB (German Civil Code) as well as §§ 830, 840, 426 BGB (German Civil Code), which arise from or in connection with a recall action carried out by us or our customers. We will inform the supplier - as far as possible and reasonable - about the content and scope of the recall measures to be carried out and give him the opportunity to comment. Other legal claims remain unaffected.
16. We and our employees, legal representatives and vicarious agents are not liable for damages of the supplier. This exclusion of liability shall not apply if contractual obligation has been violated. The exclusion of liability also does not apply to damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty, nor to other damages which are based on an intentional or grossly negligent breach of duty.
17. The place of jurisdiction for all disputes with the supplier is Gera. However, we are also entitled to sue the supplier at the courts having jurisdiction for his registered office.
18. The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship.