

1. General

- 1.1 The following purchasing conditions apply to all orders of BÄR Cargolift GmbH (subsequently referred to as "BÄR").
- 1.2 All orders awarded by BÄR are based exclusively on these purchasing provisions. The terms and conditions of the supplier (e.g. in tenders or order confirmations) shall not be included in the joint contract relationship with BÄR. Also they cannot be considered for supplementary interpretation of the contract conditions; not does this apply in the event that BÄR fully or partly accepts the ordered goods or services, or renders payment.

2. Conclusion of contract

- 2.1 Orders, declarations of acceptance, delivery agreements, delivery schedules, as well as their changes and additions, are only binding if they are confirmed by BÄR in writing, or awarded or confirmed by fax or in electronic form.
- 2.2 The contract-related correspondence shall be managed by the "Purchasing" division. Insofar as agreements have been made that alter the items specified in the contract, agreements with other divisions or departments of BÄR require the express, written consent of the "Purchasing" division in the form of an addendum to the contract.
- 2.3 If the supplier does not accept the order within two weeks of receipt, BÄR is entitled to cancel.

3. Prices

- 3.1 The applicable prices shall be specified in the agreement made between BÄR and the supplier.
- 3.2 Unless otherwise agreed, prices include transport costs to the delivery address specified by BÄR, including packaging costs and insurance costs.
- 3.3 The agreement on the place of fulfilment is not affected by the type of price field ordering.

4. Orders, delivery

- 4.1 The delivery dates are also the delivery dates/receipt dates in the receiving plant. Over-deliveries or advance deliveries are not permitted.
- 4.2 Unless otherwise agreed, we always award releases for one month. The released quantity of the first month entitles the supplier to carry out delivery, that of the second month to carry out production and that of the third month to carry out material planning. The releases are binding on the release orders. If there is no release order within a week of the date of issuing, the production releases and material releases are automatically extended by one week.
- 4.3 Partial deliveries are generally not permissible. They are only permitted if BÄR has expressly agreed this in writing, by fax or in electronic form.
- 4.4 The supplier bears the material risk up to acceptance of the goods by BÄR or a representative of BÄR at the location to which the goods are to be delivered in accordance with the order.
- 4.5 Unless otherwise agreed, delivery is in accordance with DDP (Incoterms2010). A delivery note must accompany every shipment, which shall contain the quantity, the delivery object as well as the date and number of the respective BÄR order.

5. Delivery dates and delivery deadlines

- 5.1 Delivery dates and delivery deadlines are binding.
- 5.2 If the supplier perceives difficulties with regard to the manufacture, supply of materials, compliance with the delivery deadline or similar circumstances that could prevent the supplier from delivering on time or in the contracted quality, the supplier shall immediately notify the "Purchasing" division of BÄR and the department that is to accept the goods.
- 5.3 The duty to adhere to the agreed deadlines remains unaffected.

6. Delay in delivery

- 6.1 In the event of delay of the supplier and after the expiry of an appropriate subsequent period set by BÄR, BÄR can have the supply not yet provided by the supplier carried out by a third party at the expense of the supplier. All of the costs incurred by BÄR due to the delay costs shall be borne by the supplier.
- 6.2 The supplier is liable for any damages incurred by BÄR as a result of the delay.
- 6.3 The parties agree a penalty for breach of contract amounting to 0.1 % of the value of the goods affected by the delay per working day. The penalty for breach of contract shall not amount to more than 5 % of the value of the goods affected by the delay. The penalty for breach of contract shall only be due in the event of culpable breach of contract.

7. Packaging

- 7.1 The supplier must pack the goods carefully. BÄR reserves the right to accept the packaging material as its own property or to return the materials against a credit note. When special or recyclable packaging is used, it must be made available on a loan basis by the supplier. The return shipment is at the cost and risk of the supplier. If, by way of exception, BÄR declares agreement with the acceptance of packaging costs, such costs must be calculated at the verifiable own-price cost.
- 7.2 In the event of delivery on euro pallets, only pallets capable of being returned in an undamaged condition may be used. Shipments on non-returnable and special pallets, whose use is not required for technical reasons, require prior agreement from BÄR that must be granted in writing, by fax or in electronic form.

8. Tools and models

- 8.1 Insofar as the order includes an acceptance of tool and model costs or proportional tool costs irrespective of whether they are specially mentioned or are included in the purchase price of the goods, it is deemed as agreed that the tools or models fully become the property of BÄR.

In particular, it is deemed as specified between the supplier and BÄR that the supplier

takes the tools into free-of-charge, proper custody and care, including adequate insurance against the normal risks such as fire, water and theft, and that the transfer here is fictitious.

- 8.2 Should BÄR deem it necessary to request the return of the tools or models from the supplier, the supplier shall accept such request without objection. The costs for the repair and renewal of tools models, moulds, etc. shall be borne by the supplier unless expressly declared in writing that other agreements have been made.

9. Rights in the case of defects

- 9.1 Should defective goods be delivered if the respective legal preconditions listed below are present and unless agreed otherwise, BÄR can demand the following:

Before starting production (processing or installation), BÄR will firstly give the opportunity of remedying the defect or making a replacement delivery unless this is unacceptable to BÄR. If this cannot be carried out by the supplier or he does not take action immediately, BÄR may withdraw from the contract without further setting of a grace period and return the goods at the supplier's risk. In urgent cases and after consultation with the supplier, BÄR may remedy the defects itself or have them remedied by a third party. The supplier shall bear any resulting costs. In the event that the same goods are repeatedly supplied in a defective condition, BÄR shall be entitled to rescind the contract also with respect to the goods not yet delivered if, upon written notification, the supplier has again delivered defective goods.

In the event that the defect is only determined after the start of production, BÄR may:

a) pursuant to § 439 of the German Civil Code (BGB), demand supplementary performance and compensation for the transport costs required for purposes of the supplementary performance as well as expansion and installation costs or

b) reduce the purchase price.

c) In the event of a culpable breach of duty beyond the delivery of defective goods (e.g. infringement of an obligation for consultation or examination), BÄR

may demand compensation for the consequential damage caused by any defect as well as for consequential damage caused by a defect which BÄR reimbursed to its customer according to the law. Consequential damage caused by defect is the damage that BÄR sustained through the supply of faulty goods on legally protected rights other than the goods themselves.

9.2 BÄR must provide the supplier with the parts to be replaced immediately upon request and at the supplier's own cost.

9.3 Claims for liability of defects will lapse when 24 months elapse from the licensing of the vehicle or installation of replacement parts, but no later than 36 months from delivery to BÄR.

9.4 In the case of defective deliveries, claims by BÄR arising from product liability law or non-permitted action of the management without mandate of the provisions will not be affected here by Clause 9. Quality and durability warranties must be designated as such in detail and expressly in writing.

10. Examination and notification of defects

10.1 The duty of examination by BÄR shall commence at the earliest when the supplier has shown BÄR in writing the full rendering of the service or the delivery (including all shipping documents, assembly instructions, etc.) has been received at the agreed designated location.

10.2 BÄR shall notify the supplier in writing about any deficiencies of a shipment as soon as such deficiencies have been discovered in the course of orderly business practice. To this extent, the supplier waives the objection to delayed notification of defects.

11. Violation of industrial property rights

11.1 The supplier shall be liable for claims which are derived from the violation of industrial property rights and applications for industrial property rights during contractually compliant use of the supplied objects.

11.2 The supplier is obliged to indemnify BÄR and all customers of BÄR without limit against

all claims of third parties as a consequence of any violation of industrial property rights and compensate all related expenses (e.g. lawyers fees). This demand is irrespective of any fault on the part of the supplier.

12. Non-disclosure and data protection

12.1 The contract partners commit to treat as a business secret any non-apparent commercial and technical details that they become aware of as a result of the business relationship.

12.2 All documents, especially plans and drawings given to the supplier by BÄR for rendering the service or procuring the delivery object, may not be used for any other purposes, copied or made accessible to third parties. Upon request, all documents provided, including transcriptions and duplications, shall be returned to BÄR without delay.

12.3 Products manufactured on the basis of documentation drafted by BÄR, based on confidential information or manufactured with tools from BÄR or with tools modelled on our tools may neither be used by the supplier itself nor offered or supplied to third parties. This also applies to printing orders accordingly.

12.4 Subcontractors shall be bound in accordance with Clauses 1 to 3.

12.5 The supplier is hereby notified that the personal data provided by BÄR at the commencement or in the later course of the business relationship shall be raised, used and processed in the sense of § 33 of the German Federal Data Protection Act (BDSG).

13. Invoices and payment

13.1 Invoices shall be sent to BÄR indicating the date, order number, delivery note number, article, price and quantity. Invoices must also satisfy the provisions of the sales tax law. Invoices may not be enclosed with the delivered goods. BÄR cannot be made liable for payment delays resulting from non-compliance with this provision.

13.2 Unless explicitly agreed otherwise, payment shall be effected within 60 days net. For payments that are made up to 30 days after

delivery and issue of invoice at the latest, BÄR is entitled to deduct a discount of 3 %.

- 13.3 The payment period begins with receipt of the invoice and not upon receipt of the ordered goods.

14. Place of fulfilment

- 14.1 The place of fulfilment is the delivery address stated in the respective order. If a different place of fulfilment is agreed as an exception, the transportation risk also lies with the supplier.

- 14.2 It is the business of the supplier to insure the goods against transportation risk at his cost.

15. Safety regulations

- 15.1 All supplies and services must comply with the legal regulations, especially the safety and environmental protection provisions, including the handling of hazardous substances, the German Electrical and Electronic Equipment Act (ElektroG) and the safety recommendations of the responsible German professional bodies and groups or professional associations, such as the VDE, VDI, and DIN. The respective certifications, testing certificates and other records shall be added to the deliveries free of charge.

- 15.2 The supplier shall be obliged to determine the current state of the legal provisions and regulations applicable to his components in regard to substance restrictions and to comply with them. The supplier undertakes not to use forbidden substances. The supplier must indicate hazardous substances and those which are to be avoided in the specifications according to the valid laws and regulations. If applicable, safety data sheets have to be submitted along with the offers or the delivery note of the first delivery (at least in English or German).

BÄR must be immediately informed of any transgressions of substance restrictions and delivery of hazardous substances.

16. Quality assurance

The supplier must carry out a quality assurance that is suitable in type and scope and corresponds to the latest state of the art of technology, and provide evidence of this to BÄR on demand. Quality assurance shall be realised in accordance with the latest version of DIN EN ISO 9001. For components that are incorporated in a product sold by BÄR, the supplier shall maintain quality assurance measures in line with ISO TS 16 949 or DIN EN ISO 9001 in the latest version, apply such measures continuously, and is certified by an accredited company. A corresponding quality assurance agreement shall be concluded with BÄR insofar as this is deemed necessary.

17. Product liability and insurance

- 17.1 If a claim arising from product liability is made against BÄR under German or other law, the supplier will intervene on behalf of BÄR, insofar as he would be directly liable. Any contractual liability of the supplier remains unaffected. The supplier is obliged to release BÄR from claims of this kind, if and as far as the damage has been caused by a defect of the contractual object supplied by the supplier. In cases of liability with fault, however, this applies only when the supplier is at fault. If the cause of the damage lies within the area of responsibility of the supplier, he bears the burden of proof in this respect. In these cases, the supplier takes over all the costs and expenditures including the costs of possible legal proceedings or recall actions. For all other cases, the legal provisions apply.

- 17.2 BÄR shall inform the supplier without delay if BÄR wants to assert a claim against him in accordance with the preceding paragraphs. As far as it is reasonable to BÄR, BÄR shall give the supplier the opportunity to examine the claim and to come to an agreement with BÄR about the measures to be taken (e.g. negotiations about a settlement).

- 17.3 The supplier will also bear the cost of preventive customer service measures by BÄR, in particular for measures to avoid claims (e.g. recall) provided that the preventive customer service measures can at least also be attributed to defective supplies of the supplier.

- 17.4 The supplier is obliged to take out a product liability and recall campaign cost li-

ability insurance with coverage for personal injury, damage to property and pecuniary loss to the amount of at least EUR 25 million per case, to maintain these insurances during the ongoing supply relationship without any disruption and to provide evidence to BÄR at all times if so requested.

17.5 If an insured event occurs, BÄR and the supplier are obliged to provide each other with information on all circumstances and events associated with the insured event.

17.6 For all other cases, the legal regulations apply.

18. Liability of BÄR

18.1 Claims for damages and compensation of expenses of the supplier are excluded, irrespective of the cause in law.

18.2 This exclusion of liability does not apply:

- In the event of damages caused intentionally or by gross negligence.
- In the event of a negligent breach of material contractual obligations, including by legal representatives or vicarious agents of BÄR: Insofar as BÄR is only liable for the foreseeable, direct, average damages typical for the contract. No liability can be accepted for consequential damage (particularly any lost profit), even if this could be reasonably expected.
- In the case of culpable injury to life, the body or the health of the supplier or his vicarious agents.
- In the case of fraudulent concealment of defects and deficiencies, and assumed guarantee for the quality and nature of the goods.

18.3 The liability under the product liability law remains unaffected.

19. Governing law and jurisdiction

19.1 The purchase order and these purchase conditions are subject to the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG) dated 11 April, 1980.

19.2 The exclusive place of jurisdiction for all and any disputes shall be Heilbronn. The prevailing contract language is German.

20. Legal ineffectiveness

If individual provisions of these general purchasing conditions become ineffective in whole or in part, this shall not prejudice the effectiveness of the other provisions. The parties shall endeavour to find an effective provision in lieu of the ineffective one that comes as close as possible to the economic significance of the ineffective provision.