



**General terms of purchase (GPC)  
of Reh fuss Drive Solutions GmbH**  
E-AEB-AI-1019-0, 01. October 2019

between us and the seller, supplier, contractor or service and work provider, hereinafter referred to as supplier, these GPC apply in addition to the other contractual agreements. We do not recognize deviating conditions unless we expressly consent to their validity. These GPC also apply if we accept the delivery or service with knowledge of deviating conditions.

2. The conclusion of a contract does not fail due to conflicting terms and conditions. As far as conflicting terms and conditions correspond, the correspondingly regulated applies. In addition, the provisions of our terms and conditions of purchase are deemed to have been agreed, with no conflicting provisions in the supplier's terms and conditions. On the other hand, those provisions of the supplier's terms and conditions that do not comply with the provisions of our GPC will not become part of the contract. In all other cases, dispositive law applies.

3. These GPC also apply to all future contracts with the supplier without further involvement. They apply until we have issued new GPC.

4. These purchasing conditions only apply to entrepreneurs in the sense of § 14 BGB.

5. Subsidiary agreements and subsequent changes to the contract must be made in writing.

**§ 2 Special offer traffic** 1. Offers and samples are free of charge for us. Deviations from our request must be clearly indicated in the offer. The supplier is bound to his offer for at least one month.

2. Our documents must be returned to us immediately and free of charge if they are no longer required for the performance of the contract.

3. Orders must be accepted in writing by the supplier within one week of the order date, stating our order number. The supplier must confirm the order in writing.

4. Confirmed prices are fixed prices.

5. Delivery schedules are binding at the latest if the supplier does not object within one week of receipt.

6. Framework orders only authorize the procurement of primary material to the extent necessary.

7. The manufacture of parts for call orders is only permitted after the call has been received.

8. Transferring orders to third parties without our consent is prohibited. It entitles us to withdraw from the contract and to claim damages.

**§ 3 Changes** 1. We can request changes to the contract before the order is carried out. The changes are to be regulated by mutual agreement. We must be informed immediately of any concerns about the changes requested by us.

2. If no agreement can be reached, we are entitled to withdraw; In this case the supplier receives an appropriate reimbursement of expenses.

3. The supplier is not entitled to make changes to the order without prior written consent.

**§ 4 Delivery, price and payment conditions** 1 Deliveries are made in accordance with the DDP (Delivered Duty Paid) clause of INCOTERMS 2010.

2. The prices are free to the receiving point in euros including packaging, freight, tolls, postage, customs duties, insurance and exclusive of taxes, in particular sales tax. VAT is to be shown separately.

3. A price shown in the order is considered the maximum price. It can be fallen below, but not exceeded. Unilateral price increases are not permitted.

4. If there is a significant change in wage, material or energy costs in contracts with a term of more than 24 months or open-ended contracts, each contracting party is entitled to negotiate an appropriate adjustment of the price, taking these factors into account to demand.

5. The supplier may not charge us higher prices or grant us worse conditions than other comparable customers.

6. Invoices are to be issued separately in triplicate for each order, identifying the original and a copy immediately upon

delivery. They have to contain the order code, order number and part number.

7. Unless otherwise agreed, we will make payments in euros to the supplier's domestic bank account.

8. Payment is made when the invoice is due, the goods have been received in full and free of defects or the service has been provided free of defects. This applies accordingly to permissible partial deliveries.

The deadline for payment begins on the day of fault-free delivery, fault-free service provision, the day of acceptance or the day the invoice is due, whichever is later.

Payment is made subject to invoice verification and proper fulfillment of the contract.

9. Delays due to incorrect invoices do not affect the agreed discount periods. In the case of discount agreements, payment is made in accordance with the agreement, but at least within 14 days less 3% or within 30 days net from the invoice date.

10. In the case of simple negligence, we are not in default of payment. Our obligation to pay compensation for damage caused by delay is limited to the damage that typically occurs.

11. If advance payments have been agreed, the supplier must, step by step, provide an unlimited performance guarantee from a German bank or insurance company against performance and in the amount of the advance payment. In the event of a delay in delivery, interest on arrears will be reduced from the prepayment amount by 9 percentage points above the base rate according to § 247 BGB. The supplier is free to prove a lower damage.

The assertion of damages caused by delay by us is not affected by this regulation.

12. If, after the conclusion of the contract, it becomes apparent that our delivery claim is endangered by the insufficient performance of the supplier, we can refuse payment and give the supplier a reasonable period of time in which to deliver against payment or to provide security has to do. If the supplier refuses or if the deadline has expired, we are entitled to withdraw from the contract and to demand compensation.

13. If the supplier's solvency deteriorates to an extent that endangers the fulfillment of the contract, or if the supplier stops delivering, we are entitled to withdraw. The right of withdrawal can only be partially exercised.

14. The supplier is not entitled to assign claims against us to third parties or to have them collected by third parties without our consent. If an extended reservation of title is agreed, consent is deemed to have been given. If the supplier nevertheless assigns claims against us to a third party without our consent, we can pay both the supplier and the third party with discharging effect.

15. We are entitled to set-off and retention rights to the legal extent. The supplier is only entitled to set-off and retention rights insofar as the counterclaim on which the right to refuse performance, retention or set-off is based is undisputed or has been legally established.

**§ 5 Obligation to examine and complain** 1. Deliveries are only to be examined by us upon receipt of goods for identity, quantity and externally visible transport damage. A notification of defects is timely if it is made within 10 working days of the discovery of the defect. In this respect, the supplier waives the objection of a delayed notification of defects. In the case of transit business, the customer's complaint must be taken into account.

2. In the event of a justified complaint, we reserve the right to charge the supplier for the costs of examination and complaint. The supplier bears the costs and risk of returning defective delivery items.

**§ 6 Delivery traffic, default, contractual penalty, transfer of risk** 1. The dates and deadlines stated in the order or requests are binding. We are not obliged to take delivery before the delivery date has expired.

In the case of deliveries, the receipt of the delivery at the agreed plant by us or at the receiving or use point specified by us is decisive for compliance with deadlines and dates.

In the case of services, the timely and complete provision of the service is decisive.

In the case of work, the time of acceptance is decisive.

2. Part deliveries and part services are only permitted with written consent.

3. The supplier has difficulties to inform us immediately that prevent him from the timely delivery in the prescribed quantity or quality and to obtain a decision on the maintenance of the order. He is liable for any notifications that are not made or not received late.

4. In the event of an earlier delivery than agreed, we reserve the right to return the goods at the supplier's expense or to temporarily store them with third parties at the supplier's expense. If there is no return or storage at a third party in the event of early delivery, the goods will be stored by us at the expense and risk of the supplier until the delivery date. In the event of early delivery, we reserve the right to make payment on the agreed due date. In the case of earlier deliveries, the discount period is calculated from the date of the agreed delivery date or the day we receive the invoice, whichever occurs last.

5. In the event of a delay in delivery, we are entitled to statutory claims; Exclusion or limitation of liability on the part of the supplier is excluded.

6. If the supplier repeatedly or permanently misses the deadline, we are entitled to withdraw from the contract or to terminate the contract without notice.

If the deadline is exceeded through no fault of our own, we are entitled to withdraw from the contract if the deadline is significantly exceeded and the urgency of the delivery requires this due to our own deadline.

In the event of withdrawal, we can retain partial deliveries against credit.

7. If the supplier is in default, he is obliged to comply with a request from us for express delivery (express or urgent goods, courier, express parcel, air freight, etc.) at his own expense.

8. A reminder or a deadline is not required if the delivery date has been agreed as "fixed" or if the supplier declares that it will not be able to deliver within the deadline.

9. If the supplier is in default, we are entitled, after a reminder, to demand a contractual penalty of 10% of the net delivery value or service per completed week, but not more than a total of 50% of the net delivery value or service and to withdraw from the contract. We reserve the right to assert higher damages. The supplier is at liberty to prove a lower damage. The contractual penalty paid will be offset against a claim for damages. The right to demand payment of an agreed contractual penalty is not forfeited if the contractual penalty was not expressly reserved upon acceptance of the delayed delivery, provided that it is asserted by the final payment.

10. In the event of a delay in delivery by the supplier, we are entitled to make a covering purchase insofar as this is relevant to the circumstances in order to avert impending consequential damage caused by the delay. The supplier must bear the additional costs incurred by us.

11. The supplier can only invoke the absence of necessary documents to be supplied by us if he has issued a written reminder for the documents and has not received them within a reasonable period.

12. In the event of delayed acceptance, we are only liable for claims for damages if we are at fault.

13. Each shipment must be accompanied by a delivery note in duplicate in which all the markings contained in the order, in particular the order number, part number, batch number, item number, are given.

Partial and remaining deliveries are to be specially marked.

The delivery note should be attached to the outside of the delivery, either under a sticker or under wrapping paper with the note: "Here delivery note".

In the case of import deliveries - depending on the type of dispatch and the country of delivery - all necessary accompanying documents, in particular movement certificates, express vouchers, customs dispatch notes, certificates of origin and invoices must be enclosed with the shipment.

14. Each delivery should be announced to us in advance. The announcement should contain information about our order number, number of items, dimensions, weight, special regulations for handling the goods, unloading, transport and storage.

Delays, additional costs as well as damage caused by non-compliance with the shipping regulations are at the expense of the supplier. We reserve the right to send packaged goods back to the supplier.

15. Die Gefahr geht erst mit der Ablieferung nach Abladung durch den Lieferanten oder das Transportunternehmen an die von uns angegebene Versandadresse oder mit Abnahme über. Dies gilt auch dann, wenn Personal von uns beim Entladen behilflich ist.

16. The goods are accepted during business hours or during the goods acceptance times announced by us.

**§ 7 Force majeure** In cases of force majeure, we are released from our obligation to accept the goods or to accept the work or other services. This also applies to other acts of cooperation in the performance of the contract.

If we cannot accept the goods in time due to force majeure or other, unforeseen or beyond our control obstacles which affect the acceptance of the goods, the acceptance period is extended appropriately and there is no default in acceptance.

We are released from the obligation to accept the ordered delivery or service in whole or in part if the delivery or service is no longer usable due to the delay caused by force majeure - taking into account economic aspects. This is especially the case when our needs are reduced by more than 30% or more.

**§ 8 Material and legal defects** 1. The supplier guarantees that its products and services comply with the legal requirements and technical standards as well as the current state of technology and the agreed text and drawings and are suitable for the intended use known to the supplier.

2. The supplier should find out about the intended use of his products, services and work.

3. The supplier will immediately inform us about changes to its products, their ability to deliver, possible uses or quality caused by legal regulations and coordinate suitable measures with us in individual cases. The same applies as soon as and to the extent that the supplier realizes that such changes will occur.

4. The supplier must mark his delivery items in such a way that they can be identified as his products and that the products can be traced back.

5. The supplier shall enclose factory test certificates and safety data sheets with his deliveries.

6. The supplier also guarantees that the services and deliveries it provides are free of third-party rights, in particular that they do not infringe any domestic or foreign property rights of third parties.

7. Upon request, he will provide us with all property rights registrations that he uses in connection with the objects or services supplied. If he discovers the violation of property rights or property rights registrations, he must inform us of this without being asked and immediately.

**§ 9 Claims for defects and damages** 1. Complaints mean additional work. For this reason we reserve the right to charge a flat-rate damage fee of € 100.00 for each justified complaint.

The supplier reserves the right to provide evidence of lower expenses and we reserve the right to provide evidence of higher expenses.

2. We are entitled, at our discretion, to demand subsequent performance from the supplier, to withdraw from the contract or to reduce the purchase price and to demand compensation or reimbursement of wasted expenses in accordance with the statutory provisions.

As part of the supplementary performance, we are entitled, at our discretion, to request the removal of defects or the delivery of a defect-free item.

The supplier is obliged to bear all expenses required for the purpose of rectifying defects, replacing the delivery or repairing damage, in particular transport, travel, labor, material and replacement costs.

3. If the supplier does not remedy the defect or make a replacement delivery within a reasonable period set by us, or if it is impossible to remedy the defect or if it fails, we are entitled to withdraw from the contract and demand compensation instead of performance.

If, due to particular urgency, it is no longer possible to inform the supplier of the defect and the impending damage and to set him a deadline, albeit a short one, for his own remedy, we are entitled to remedy the defect ourselves or through a third party at the expense of the supplier allow.

4. If the same goods are repeatedly delivered incorrectly, we are entitled to withdraw from the contract for the unfulfilled scope of delivery after a written warning in the event of another incorrect delivery.

5. In the case of the purchase contract, our claims for damages or defects become statute-barred after 36 months after delivery of the products manufactured by us using the delivery products, but no later than 60 months after delivery to us and for services and work with the expiry of 60 months after acceptance of the service or work.

This only applies if there is no longer or later statutory limitation

period.

If the acceptance is delayed through no fault of the supplier, the warranty period is a maximum of 60 months after the delivery item has been made available for acceptance.

The warranty period for defects in parts for buildings is 60 months after acceptance or commissioning.

For delivery parts that do not remain in operation during supplementary performance or damage repair or that can otherwise be used in accordance with their intended purpose, the current warranty period is extended by the time of the interruption of operation or use.

The aforementioned limitation periods also apply in the event that the supplier has assumed a guarantee for its products, work or services.

6. Claims against the supplier due to defects in title of the products, services or work shall expire 5 years after delivery to us or acceptance by us. This only applies if there is no longer or later statutory limitation period.

7. If the supplier is acting not only out of goodwill or to settle a dispute amicably, but in the knowledge that it is obliged to remedy the defect, taking into account in particular the scope, duration and costs of remedying the defect, begins within the limitation periods. Subsequently delivered parts to run the limitation period again at the point in time at which the supplier has provided the services for subsequent performance or with acceptance.

8. The supplier shall indemnify us against third-party claims resulting from material defects in the delivery item or the service or work provided, provided that it is responsible for the damage. If claims are made against us due to no-fault liability towards third parties according to non-negotiable law, the supplier shall act against us to the extent that he would also be directly liable. The principles of § 254 BGB apply accordingly for the compensation of damages between us and the supplier.

9. The supplier shall indemnify us against third party claims due to defects of title insofar as he is responsible for the defect.

10. The supplier is obliged to reimburse us for the costs and expenses incurred for and damage caused by a recall or take-back campaign carried out to avoid personal injury or property damage, which are the result of the defectiveness of the delivery item or the service or work performed.

**§ 10 Insurance coverage** 1. The supplier undertakes to take out and maintain company and product liability insurance with a coverage amount of at least € 2.5 million per claim for personal injury, property damage and product property damage.

He undertakes to take out and maintain recall cost insurance for motor vehicle parts and non-motor vehicle parts with a coverage of at least € 1 million per claim.

2. The scope of the product liability insurance must extend to the forms of cover of the extended product liability insurance including the so-called optional covers and the necessary cover adjustments according to the new 2018 sales law. The cover must also cover damage abroad extend.

3. The supplier should present these GPC to his business liability insurer for co-insurance within the framework of his business and product liability insurance and to confirm that it is not harmful to cover in accordance with Section 7.3 AHB.

4. The supplier shall immediately provide us with the confirmation from the insurer of the aforementioned scope of coverage (Certificate of Insurance).

**§ 11 confidentiality** 1. The contractual partners undertake to treat all aspects of the business relationship confidentially. In particular, they will treat all commercial and technical details that are not public and that become known to them through the business relationship as business secrets. The confidentiality obligation does not include information or aspects of the business relationship that were already publicly known at the time of disclosure, as well as such information or aspects of the business relationship that the supplier was demonstrably known to before the information was disclosed by us.

2. We reserve property rights and copyrights to illustrations, drawings, calculations and other documents. Our documents may only be made available to those persons who carry out our order. The supplier ensures that his employees also protect our legitimate interests in secrecy.

3. The supplier is obliged to maintain confidentiality even after the end of the business relationship.

All items left by us are to be returned to us after the rejection or processing of the order.

4. Duplication of the items made available to the supplier is only permitted within the scope of operational requirements and copyright provisions.

5. All information relating to the business relationship is not intended for third parties. A partial disclosure of our order to third parties is only permitted with our prior written consent; the supplier should also oblige the third party to maintain confidentiality within the framework of a similar agreement.

6. The supplier may only advertise our business relationship with prior written consent.

7. Objects that we leave to the supplier remain our property. Objects that are manufactured on our behalf become our property. These may only be delivered to third parties with express prior written consent.

8. Transferring orders to third parties without our consent is prohibited. It entitles us to withdraw from the contract and to claim damages.

9. The supplier undertakes not to conduct business directly or indirectly with our customers that corresponds to the subject matter of the order.

10. Products that correspond to our order and are not intended for general specifications but for a specific application may not be delivered to third parties.

## **§ 12 Manufacturing equipment, retention of title**

1. Production resources that are made available by us, planned or paid for by us, such as models, matrices, templates, samples, tools, remain in our property or become our property. They may not be used for deliveries to third parties, copied, sold, assigned by way of security, pledged or passed on in any other way. The same applies to the delivery items manufactured with the aid of this manufacturing means. The supplier is obliged to use the manufacturing equipment exclusively for the manufacture of the contractual products we have ordered.

2. If items owned by us are seized by third parties, the supplier is obliged to inform us immediately in writing. In the event of a seizure, the supplier must inform the enforcement body of the ownership structure of the goods.

3. The supplier is obliged to insure items that are our property at their new value at their own expense in a property insurance with the greatest possible coverage (all-risk coverage, extended coverage). The supplier assigns the compensation claims from this insurance to us.

4. The supplier is obliged to carry out any necessary maintenance and inspection work on the items provided, as well as all maintenance and repair work at his own expense.

5. If we provide items, we reserve title to them. Contractually agreed processing or transformation by the supplier will be carried out for us. If the reserved goods are processed, combined or mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other items at the time of processing, combining or mixing. If processing, combining or mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer proportional co-ownership to us.

This regulation also applies if we refuse acceptance due to late or defective delivery or if we can refrain from further orders.

In such cases, the provided items are to be made available to us free of charge. Offsetting is excluded.

6. In such cases, additional expenses due to material defects and dimensional deviations in the provided raw materials may only be invoiced to us after our prior written consent for these additional expenses. The provided items are to be made available to us free of charge. Offsetting is excluded.

7. The supplier is obliged to check the provided items for obvious defects, such as identity, quantity and transport damage, and to notify us of any defects immediately. Defects in the provided items discovered during processing must be reported to us immediately upon discovery of the defect.

8. If the security interests to which we are entitled exceed the purchase price of all reserved goods not yet paid by more than 15%, we will release a corresponding part of the security interests at the request of the supplier.

9. We do not recognize any extension or extension of a retention of title that goes beyond the simple retention of title of the supplier to the unprocessed supplier product stored by us, in particular after processing, combining or mixing with other goods as well as after the sale of the supplier product at.

**§ 13 EU-regulation REACH** The supplier ensures that all substances used that fall under the EU chemicals regulation REACH are registered and approved in accordance with this regulation

and taking into account the contractual use of the substances.  
This also applies to suppliers outside the EU. At our request, the supplier will provide suitable evidence of the fulfillment of this obligation.

**§ 14 Export and customs regulations** 1. The supplier is obliged to inform us of any licensing requirements for (re-) exports of his goods in accordance with German, European and US export and customs regulations as well as the customs and export regulations of the country of origin of his products in his business documents.

For this purpose, the supplier provides the following information at least in his offers, order confirmations and invoices for the relevant items of goods: Export list number in accordance with Annex AL to the German Foreign Trade Ordinance or comparable list items in relevant export lists;

for US goods the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR); the commercial origin of its goods and the components of its goods, including technology and software; whether the goods were transported through the USA, manufactured or stored in the USA or manufactured with the help of US American technology; the statistical goods number (HS code) of his goods, as well as a contact person in his company to clarify any queries from us.

2. At our request, the supplier is obliged to provide us with all further foreign trade data on his goods and their components in writing and to inform us of any changes to the data immediately before delivery of the relevant products concerned.

**§ 15 Proof of origin** 1. Proof of origin requested by us will be provided immediately by the supplier with all the necessary information and properly signed.

2. The supplier will inform us immediately and without being asked in writing if the information in the proof of origin no longer applies to the goods delivered.

3. The same applies to proof of sales tax for foreign and intra-community deliveries.

4. The supplier will inform us immediately if a delivery is wholly or partly subject to export restrictions under German or other law.

**§ 16 Place of jurisdiction, place of performance, applicable law**

1. The place of jurisdiction is, at our choice, the court responsible for our place of business or the place of jurisdiction of the supplier.

2. The place of performance is the place to which the goods are to be delivered in accordance with the order. The place of performance for payments is our company headquarters.

3. The law of the Federal Republic of Germany is exclusively applicable to the contractual relationships with us and our clients. The applicability of the CISG - "UN Sales Law" - is excluded.

4. Should individual parts of these GPC be ineffective, this shall not affect the effectiveness of the remaining provisions.

**§ 17 Data protection** We treat all data of the supplier exclusively for the purpose of business transactions and in accordance with the specifications of the applicable data protection regulations. Upon written request, the supplier also has the right to information about his personal data collected, processed and used by us.

#### **§ 18 Contact details**

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