

**Standard Terms and Conditions of Purchase of
HAEBERLE GmbH + Co. KG, Breitwiesenstrasse 13, 70565 Stuttgart, Germany
(Updated 1.7.2018)**

I. General

Orders are placed subject to the following Terms and Conditions of HAEBERLE GmbH + Co. KG, Breitwiesenstrasse 13, 70565 Stuttgart, Germany. Confirmation or execution of orders constitutes acknowledgement that these Terms and Conditions apply. Any other terms and conditions and deviations from these Terms and Conditions are hereby expressly rejected. Acceptance of goods/ services or payment by us without reservation does not constitute any consent to the application of any other terms or conditions. These Terms and Conditions also apply to goods/services of sub-suppliers for the Supplier, insofar as they contribute to the goods/ services supplied to us.

II. Orders

Orders can only be effectively agreed in writing. Verbal agreements, e.g. amendments or additions to orders, are not valid until we confirm them in writing.

III. Prices / transport / packing

1. The prices agreed upon in orders, including costs for transport, packing and customs formalities etc., are binding. If the basis for the agreed price is affected as a result of a change or other instruction by us, the Supplier is only entitled to additional payment if it notifies us of its claim immediately, in writing and in advance.

2. Delivery is at the Supplier's expense, including appropriate packing and insurance. The Supplier must bear the transport risk. If the Supplier is obliged by the German Packaging Ordinance or any other legal regulations to take back the packaging used, it must bear the cost of return transport and recycling. Only environmentally-friendly packaging may be used.

3. The Supplier must quote our order number in all documents relating to a consignment.

IV. Delivery dates / late delivery constituting default under German law

The delivery dates agreed upon in an order are binding. If the Supplier is unable to meet an agreed delivery deadline, it must inform us of this immediately in writing, stating the probable duration of the delay. In the event of late delivery constituting default under German law, we are entitled to claim compensation for the delay equal to 0.5% of the order value for each calendar week of delay commenced, subject to a maximum equal to 5% of the order value (in each case excluding VAT). The Supplier is only entitled to refuse to pay this on the grounds that we failed to supply necessary cooperation or required documentation if it previously issued a written warning and we failed to supply the cooperation or documentation within a reasonable period.

V. Product liability / quality

1. The Supplier hereby guarantees that its goods/services comply with the contractually agreed specifications. The Supplier must take out adequate insurance cover against all product liability risks. The Supplier must indemnify us against third-party claims based on product liability, if the damage in question was caused by a defective item supplied by the Supplier, at least up to the amount which would apply if the Supplier itself was liable.

2. The Supplier must operate a quality assurance system which is appropriate in nature and scope and which corresponds to the latest technical standards; it must supply evidence of this to us on request. The materials used in the production of parts must comply with the current statutory requirements applicable to restricted, toxic and dangerous materials.

3. The Supplier guarantees to keep replacement parts available at a reasonable price for at least 10 years following completion of the delivery. Written notice that products will be discontinued must be given in good time to allow us sufficient time to place follow-up orders.

VI. Liability for defects

1. We will submit a written complaint to the Supplier about any obvious defect or deviation from quantity within a maximum of 14 days following receipt. In the case of defects which we do not discover until items are being processed or used, we will submit our written complaint to the Supplier within 14 days following discovery. To this extent, the Supplier thus waives any defence based on late complaint, and we hereby accept this waiver.

2. If an item delivered is defective, our rights are as stipulated by law, unless otherwise provided in the following.

3. We are entitled to refuse to accept defective goods/services, even if only some elements are defective. The Supplier must reimburse to us all costs resulting from a defective delivery, in particular costs for separating out, return transport and procurement of replacements, plus customers' damages claims and loss of profit.

4. If operational safety, continued ability to deliver or compliance with supply obligations to customers are jeopardised or there is a risk of large damages, we are entitled to inform the Supplier and then rectify defects ourselves or have them rectified by a third party. Any resulting costs must be borne by the Supplier.

5. The Supplier is liable for defects which arise within 24 months following receipt by us/formal acceptance, unless a longer period of limitation is prescribed by law.

6. In the event of a legal defect or a breach of a protected right resulting from the delivery or use of items supplied, the Supplier must indemnify us against third-party claims unless the Supplier is not responsible for the legal defect.

VII. Terms of payment

1. Unless otherwise agreed, payments will be made at our discretion either within 14 days less 3% discount or within 30 days without any deduction.

2. Payment deadlines begin to run at the earliest after complete delivery, free of defects, has been received, but not before the agreed delivery date and not before the receipt of an invoice conforming to statutory requirements.

3. In the case of a defective delivery, we are entitled to withhold the appropriate amount of payment.

4. Any assignment or pledging of claims against us is subject to our written consent.

VIII. Confidentiality

1. The Supplier undertakes to treat all information it acquires as a result of its execution of the order, e.g. sketches, technical drawings, samples, production processes, models, data carriers etc., as business secrets and not to permit third parties access to them without our written consent. The Supplier is not permitted to refer to us in advertising without written permission.

2. For each contravention of VIII.1., a contract penalty of EUR 10,000.00 is payable immediately. The Supplier is entitled to have the appropriateness of the contract penalty amount reviewed by a court. Payments of contract penalties count towards damages claims.

IX. Final provisions

1. If any individual provisions of these Terms and Conditions are invalid, this does not affect the validity of the remaining provisions. Any invalid provision is to be replaced by the closest possible valid equivalent.

2. The place of performance is the transport address/point of use specified by us.

3. To the extent capable of agreement, the legal venue for all disputes between us and the Supplier, whatever their legal basis, is Stuttgart.