

## General Conditions of Purchase

### § 1 Orders

1. We exclusively place orders pursuant to our General Conditions of Purchase. We do not accept contrary or deviating general terms and conditions of our suppliers, unless we have expressly agreed to them in writing. Neither an acceptance of deliveries and services without objections nor a payment of supplier's invoices without objection shall constitute an acceptance of supplier's general terms and conditions.
2. The preparation of offers for us is free of charge.
3. Only orders which are placed in writing shall be valid, verbal agreements must be confirmed in writing. The contract is concluded by the written order confirmation which has to be provided within 3 working days after the order has been received. Until this confirmation is received, we can cancel our order without consequences for us. Upon submission of the order confirmation, the supplier has updated and accepted our order data with our subscription data and specifications.
4. For products which must be supplied regularly, we enter into framework agreements. The quantities indicated shall constitute the planned acceptance quantity. A guarantee for an acceptance of the total quantity is excluded.
5. Our General Conditions of Purchase shall apply to all current and future business relations with the supplier.

### § 2 Prices

Unless otherwise agreed, our prices shall apply on a delivered basis ("*frei Haus*") including packaging. We expect most favourable treatment from our suppliers; price increases after the offer was submitted shall only apply for us after written notification including respective explanation in this regard and acceptance by us.

Upon our request, the supplier must take back the packaging at his costs.

### § 3 Delivery Period

1. The agreed delivery periods are binding.  
For the deliveries to be on time, their receipt at the place of destination indicated by us is relevant.  
The supplier is obliged to inform us in writing immediately if circumstances arise or become apparent to him from which it follows that the determined delivery period cannot be met. The liability for default remains unaffected.
2. The supplier shall be obliged to refund the entire default damage to us unless he proves to us that he is not responsible for such default damage. The acceptance of a delayed delivery does not constitute a waiver of the default damage.
3. If the bindingly agreed dates are exceeded due to a circumstance for which the supplier is responsible, we are entitled to request, at our choice, damages in place of performance or a replacement from a third party, irrespective of further statutory claims after the expiry of an adequate deadline set by us if the latter is legally required.
4. The supplier is not entitled to a right of retention of the delivery due to potential disputes from other deliveries or business relationships.
5. Partial deliveries as well as excess or under-deliveries require our consent.
6. If the supplier is in default, we may request a contractual penalty amounting to 1% of the net price per completed calendar week, however, in total a maximum of 5% of the net price of the goods that were delivered with delay. We are entitled to request the contractual penalty together with fulfilment and as a minimum amount of damages owed by the seller according to the statutory regulations; claims for further damages remain unaffected. The claim for a contractual penalty remains in place despite an acceptance of the delayed delivery without objections if it is asserted until the purchase price is paid - in the case of contractually agreed partial payments, until the final instalment is paid.
7. Besides that, we are entitled to the statutory claims in the event of a delivery delay.

### § 4 Shipment and Transport

1. Delivery is made free domicile ("*frei Haus*") to the location indicated by us, including packaging, unless otherwise agreed. Our transport and shipment regulations in the version valid upon contract conclusion shall apply which can be consulted on our website [www.job-group.de](http://www.job-group.de). Our order reference (transaction

and order number) must be indicated on all delivery documents. Each shipment has to be accompanied by a delivery note.

2. For carriage forward ("*Unfranko-Lieferungen*"), the cheapest shipment method shall be chosen as a matter of principle. If the supplier has to choose a more expensive shipment method in order to avoid or as a consequence of delivery delays, we do not bear the freight costs.
3. If direct shipment to our customer is stipulated, the supplier is obliged to present a shipment notice signed by the carrier for invoice verification purposes.
4. The supplier shall bear the risk until delivery to the delivery address indicated by us and the acceptance carried out there.

### § 5 Payment Terms

Unless otherwise agreed, payment shall be made after 14 days with a 3% cash discount or within 30 days net. The payment deadline shall start when we receive the goods and the invoice. If the supplier has incorrectly issued the invoice, in particular if the agreed price is not correctly indicated or if reference information such as the order number are not indicated, the discount period only starts once a correct invoice has been received by post.

We are entitled to the statutory off-setting and retention rights.

### § 6 Delivery Terms

1. The supplier is obliged to meet the respective applicable requirements of the national and international export, customs and foreign trade law for all goods to be delivered and all services to be provided and to obtain the required export authorizations unless not the supplier, but we or a third party are obliged to apply for the export authorizations pursuant to the applicable export, customs and foreign trade laws.
2. The supplier shall provide to us in writing as soon as possible, but at the latest when the order confirmation is sent, all information and data (per position on the order confirmation, delivery slip and invoice) we require to comply with the applicable export, customs and foreign trade law during export and import as well as in the event of a further distribution when the goods and services are re-exported, in particular the following data for each individual product/service:
  - the commodity code pursuant to the current classification of the goods of the foreign trade statistics or the HS ("Harmonized System") Code
  - the country of origin (non-preferential origin)
  - if requested by us: Supplier declarations regarding the preferential origin (for European suppliers) or certificates regarding preferences (for non-European suppliers)
3. In the event of changes of the origin or quality of the goods or services or the applicable export, customs and foreign trade law, the supplier shall immediately update the aforementioned export control and foreign trade data and communicate them in writing.
4. The supplier is obliged to release us from all third party claims arising due to the lack or defectiveness of the export control and foreign trade data which he shall communicate or has communicated pursuant to the aforementioned regulations, and to refund necessary expenses and damages incurred by us in the context of the statutory regulations.
5. Once a year, the supplier shall present the long-term supplier's declaration pursuant to council regulation (EC) no. 1207/2001.
6. The supplier shall ensure that we always have the most up to date technical documents at our disposal (amongst others operating instructions, EC conformity declaration, EC type examination certificate etc.), changes to the former have to be communicated to us immediately.
7. The supplier shall only deliver products which comply with the respective valid ROHS guideline and REACH regulation; this must be indicated on the delivery documents.

### § 7 Liability for Defects

1. The liability for defects shall be governed by the statutory regulations unless otherwise agreed below.
2. In particular, we may choose to request the removal of the defect or to have a new product delivered. If the subsequent performance fails, is unreasonable or is rejected by the supplier, we are entitled to claim damages under the statutory

requirements and/or to withdraw from the contract or to reduce the purchase price.

3. Our specifications or samples shall exclusively be relevant for the design and quality.
4. If operational safety is at risk, if there is a risk of unusually high damages or in order to maintain our ability to deliver to our customers, we can carry out the subsequent repair ourselves or have it carried out by third parties once we have informed the supplier. Costs which occur as a result thereof shall be borne by the supplier.
5. In the event of supplier's fault, the supplier shall be liable for all damages and expenses directly or indirectly incurred by us due to defects of the object including costs for dismantling and installation, if any.
6. The supplier is obliged to maintain adequate insurance cover for the duration of the delivery relationship for the risks indicated in this section. Upon our request, this must be proven.
7. The statute of limitation for guarantee claims shall be 36 months as of delivery, subject to the regulation under lit. 9.2 of these Conditions. The periods of limitation for the guarantee claims are suspended by our written notice of defects as long as the supplier has not rejected the claim. Besides that, the statutory regulations for the suspension of the statute of limitation shall remain unaffected.

## § 8 Notice of Defects

1. Upon receipt of the goods, we are only obliged to check the goods for identity, quantity or weight as well as transport damage which is evident from the outside on the basis of the accompanying documents. Besides that, defects of the shipment will be indicated to the supplier as soon as they can be detected during our ordinary course of business, within an adequate deadline of at least one week after they have been noticed
2. We reserve the right to carry out an incoming goods inspection by taking random samples pursuant to AQL 0.25. If the acceptance level is not met, we are entitled to reject the entire shipment.

## § 9 Supplier Regress

1. If the newly produced goods supplied by the supplier are delivered to a consumer as a component part or accessory to a new product, the statutory regulations of Sections 478, 479 German Civil Code (BGB) shall respectively apply if the goods delivered by the supplier are defective.
2. In this case, our guarantee claims shall become time-barred at the earliest two months after the time when we have fulfilled the consumer's claims. This suspension of the period of limitation shall end at the latest five years after the time when the supplier delivered the goods to us.
3. A consumer within the meaning of this clause shall be every end-customer who does not act in the exercise of his commercial or independent professional activity when the purchase contract is concluded.

## § 10 Assignment of Claims

As a matter of principle, claims may not be assigned to third parties.

## § 11 Force Majeure

If we are prevented from accepting the delivery or service due to force majeure, in particular in the event of strike, legitimate lock-out, breakdowns through no fault of our own, riots, official measures and other events for which we are not responsible, we are entitled to postpone the acceptance date for the duration of the hindrance. If the hindrance is not just of an insignificant duration, we are entitled to fully or partially withdraw from the contract if it does not appear reasonable to us to adhere to the contract in consideration of the mutual interests. Claims against us cannot be asserted.

## § 12 Product and Producer Liability, Product Recall and Quality Assurance

1. The supplier is obliged to release us from all third party claims arising from product and producer liability which are based on a defect of the product delivered by the supplier which is attributable to supplier's field of control and organization and for which he himself is liable in the external relationship. In these cases, he shall assume all costs and expenses including the costs of potential legal measures or a precautionary product recall. We will inform the supplier about the content and scope of recall measures to the extent this is possible and

reasonable and give him the opportunity to comment. Further statutory claims remain unaffected.

2. The supplier is obliged to take out a product liability insurance with a cover of EUR 10 million per personal/material damage - lump-sum - including recall costs; if we are entitled to additional damage claims, these remain unaffected in this regard.
3. The supplier shall carry out a state of the art quality assurance which is suitable according to type and scope and to demonstrate such assurance to us upon request.

## § 13 Tools and Supply

Tools, templates, forms, samples or other items which we provide for the purpose of the fulfilment of this contract shall remain our property. Irrespective of other agreements, we shall receive total or joint ownership to the extent at which we participated in the proven costs for tools for the production of the delivery object. The tools shall become our (joint) property upon payment. They shall remain at the supplier as a loan. The supplier shall only be entitled to actually or legally dispose of the tools, to change their location or to render them permanently unusable with our consent. The tools shall be labelled by the supplier as our (joint) property. The supplier shall bear the costs for the maintenance, repair and replacement of the tools. Replacement tools shall be our property pursuant to our share in the original tool. In the event of joint ownership of a tool, we have a pre-emption right to supplier's co-ownership. The supplier shall exclusively use tools which are our (joint) property for the production of the delivery items ordered by us. When the supply is terminated the supplier shall immediately surrender the tools to us upon request, for tools which are co-owned, we shall refund to the supplier after receipt of the tool the present value of the co-ownership share. The supplier shall also be subject to the surrender obligation if there is an application for insolvency against him or in the event of a longer interruption of supply.

If the item provided by us is inseparably mixed with other items that do not belong to us, we shall obtain the co-ownership to the new item at the ratio of the value of the item which is subject to reservation of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is done in such a way that the item of the supplier is to be regarded as the main item, it shall be considered agreed that the supplier shall transfer to us a pro-rata co-ownership; the supplier shall keep safe the sole or joint ownership for us. We reserve the right of first refusal for the aforementioned items.

The supplier is obliged to insure the aforementioned items at the reinstatement value at his own costs against water, fire, elementary damage and theft. At the same time, the supplier already now assigns to us all compensation claims from this insurance; we hereby accept this assignment.

## § 14 Secrecy / Information

1. The supplier shall keep secret the information provided by us such as, for instance, drawings, documents, know-how, samples, means of production, models, data carriers etc., not to make them accessible to third parties (also subcontractors) without our written consent and not to use them for other purposes than those determined by us. This shall respectively apply for copies. To the extent that we give our consent for a passing on to third parties involved by the supplier in order to carry out his performance, the supplier must obligate them to secrecy in the same manner. The secrecy obligation does not apply to information of which he was already aware upon receipt in an authorized manner without obligation to secrecy or became aware of afterwards in an authorized manner without obligation to secrecy, which - without breach of contract by either of the parties - are or become publicly known or for which he has received the written approval for other use. The supplier may not use his business relationship with us for advertising purposes without our prior written consent. The supplier is obliged to comply with the respective applicable data protection regulations.
2. We reserve the ownership and all other rights (for instance copyrights) to the information provided by us. Copies may only be made after our prior written consent. The copies shall become our property as soon as they are produced. It is hereby considered agreed between the supplier and us that the supplier shall keep the copies for us. The supplier shall carefully keep-safe, maintain and insure the documents and items provided to him as well as copies at his own costs and surrender or destroy them at any time upon our request. He only has a right of retention to claims from the same contractual relationship which are undisputed or have been found to be established by a non-appealable court decision. The complete surrender or destruction must be assured in writing.

3. In the event of an infringement of the obligations from 14.1, a contractual penalty in the amount of EUR 25,000 shall become due immediately for each case of infringement. The right to assert damage claims beyond that remains unaffected in this regard. The supplier reserves the right to have the adequacy of the amount of the contractual penalty stipulated by a court. Contractual penalties which have been paid shall be off-set against damage claims.
4. The secrecy obligation pursuant to lit. 14.1 shall continue to apply after the execution of this contract for a time period of five years.

### § 15 Property Rights

1. The supplier shall deliver the delivered goods free from property rights or other third party rights. If third party property rights are affected by the delivered goods and/or their use, the supplier shall make all reasonable efforts to provide us with an unlimited right of use.
2. The supplier is obliged to release us from all claims raised by third parties against us due to the infringement of industrial property rights mentioned in lit. 1 and to refund to us all necessary expenses in connection with the utilization. Without supplier's consent, we will not accept any claims and not enter into any settlement unless the consent is unjustifiably refused.
3. If the supplier deems the utilization by the third party to be unjustified, he shall assume a potential defence against such claims at his own costs upon our request. If the supplier assumes the defence against the asserted claims on our behalf, the supplier shall always safeguard our business interests and keep us informed about all relevant steps. The supplier is not entitled to enter into a settlement which affects our rights and interests without our express written consent, whereas we will not refuse such consent without justification.
4. The obligations pursuant to lit. 2 and 3 shall not affect the supplier if he proves that he is not responsible for the infringement of property rights.
5. Further statutory claims due to legal defects of the goods delivered to us shall remain unaffected.

### § 16 Code of Conduct / Social Responsibility

Adherence with the laws of the respective applicable jurisdiction is a contractual obligation. The supplier will expressly not participate in any form of bribery, violation of his employees' basic rights or child labour, neither actively nor passively. He advocates the health and safety of his employees in the workplace, amongst others by complying with existing regulations for occupational safety and the regulations regarding the statutory minimum wage, he shall respect the environmental laws and shall support and request compliance with this principle also from his own suppliers.

### § 17 General Provisions

If a provision is or becomes invalid, the validity of the remaining provisions is not affected in this regard.

### § 18 Place of Performance and Place of Jurisdiction

Our registered seat shall be the exclusive place of jurisdiction for all disputes, if the supplier is a merchant, a legal person under public law or a separate fund under public law; however, we are entitled to also sue the supplier at his general place of jurisdiction.

If the supplier is a merchant, a legal person under public law or a separate fund under public law and unless the order provides otherwise, our registered seat shall be the place of performance.

The laws of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Updates you will find at [www.job-group.de](http://www.job-group.de)  
Revised: Ahrensburg, November 2015