

General Purchasing Conditions

1 Inclusion of the General Purchasing Conditions

1.1 The contractual relationship between cab Produkttechnik GmbH & Co. KG (referred to hereinafter as cab) and the supplier is subject solely to the General Purchasing Conditions explained in this document, in the currently valid version at the point in time of concluding the contract.

1.2 In individual cases, special conditions stipulated by cab also apply in addition to these General Business Conditions if written reference has been made to these special conditions.

1.3 Any general business conditions of the supplier existing outside of these Business Conditions are explicitly excluded. Nor are such conditions of the supplier included even if cab has not reacted to or not explicitly contradicted any declared inclusion, for example, by reference on the letterhead, delivery notes etc. of the supplier. Nor does the performance of the agreed services or for instance the acceptance of the agreed remuneration constitute any agreement to inclusion of the general business conditions of the corresponding supplier.

1.4 These conditions also apply to all future business transactions between the contract parties.

2 Conclusion of contract, offer documents

2.1 The supplier is obliged to accept the purchase order from cab within a period of two weeks. A contract with cab is only considered to have been concluded if the supplier has accepted the purchase order unconditionally.

2.2 cab reserves all property rights, copyrights and other usage rights to the samples, drafts, illustrations, drawings, calculations and other documents made available to the supplier by cab or at our instigation in the context of the offer. They must not be made accessible to third parties without our explicit written approval. They must only be used for the production purpose resulting from cab's purchase order. After completion of the order, they must be kept strictly secret together with all other information referring to this purchase order, or must be destroyed or returned to cab including any copies made, on written request from cab.

2.3 The supplier shall keep the afore mentioned items carefully and insure them at his costs against fire, theft or other loss.

2.4 If the supplier produces special design drawings on the basis of cab's purchase order, these documents must be submitted to cab for inspection and approval before production begins. cab's warranty claims are not affected by any approval of the submitted design calculations or samples.

2.5 Outsourcing a contract concluded with the supplier to a third party is only permitted after obtaining our explicit written permission.

3 Prices, conditions of payment

3.1 The price stated in cab's purchase order is binding. The prices stated by cab are valid in euros free house (DDP according to the Incoterms 2010) including customs, freight, transport insurance etc. together with inner and outer packaging.

3.2 Unless agreed otherwise in writing, cab pays the invoice amount subject to later review, with a deduction of 3% discount within 14 days counting from complete delivery and receipt of the invoice, or net within 30 days.

3.3 The date of our receipt stamp dictates the date for invoicing.

4 Disclaimer for advertising statement liability

The supplier releases cab from all claims of cab's customer asserted on the basis of advertising statements made by the supplier, by a subcontractor of the supplier (as manufacturer in accordance with § 4 paragraph 1 or 2 German Product Liability Law) or a vicarious agent of one the afore-mentioned and which would not persist without the advertising statement or not in this form or amount. This clause applies regardless of whether the advertising statement was issued before or after conclusion of this agreement.

5 Terms of delivery, procurement guarantee, distributor liability

5.1 The delivery shall be made free house (DDP according to the Incoterms 2010) unless agreed otherwise.

5.2 The delivery time stated in the purchase order is binding.

5.3 The supplier is obliged to inform cab immediately in writing when circumstances occur or become apparent to him which indicate that the stipulated delivery time cannot be met. The supplier shall inform cab of the reasons for the delivery delay together with the probable duration.

5.4 The supplier vouches unconditionally for the quality of the supplies and services required for his delivery – even through no fault of his own (complete assumption of the procurement risk).

5.5 The supplier shall vouch in any case for the supplies and services procured by him as for his own supplies and services, even through no fault of his own. This applies particularly with regard to defects.

6 Claims for defects for defects

cab is entitled to withdraw from the contract and demand compensation instead of the complete service, even for only immaterial deviations from the agreed property or immaterially impaired usefulness of the delivery.

7 Subsequent performance, reworking attempt

7.1 It is certainly cab who has the right to choose between rectification of faults and new performance.

7.2 Reworking is considered to have failed after the first futile attempt.

8 Industrial property rights

8.1 The supplier vouches for the fact that no third-party rights are violated in the context of his delivery.

8.2 If claims are made on cab by a third party for violation of its rights, the supplier is obliged to indemnify us from these claims at first written request. cab is not entitled to reach any agreements with the third party without the supplier's approval, in particular not to reach any settlement.

8.3 The supplier's indemnification obligation refers to all expenses incurred by us from or in the context of third-party claims.

8.4 The period of limitations for cab's claims arising from this clause amounts to 4 years. Longer statutory periods, as regulations on the start of the period of limitations, suspension of the period, stay and recommencement of the period, remain unaffected by this clause.

9 Retention of title, provisions, tools, secrecy

9.1 cab retains ownership to any parts, substances or other working or auxiliary materials provided by cab to the supplier. Processing or alteration by the supplier takes place only on behalf and in the interest of cab. If cab's conditional commodity is processed or altered together with other commodities not belonging to cab, cab acquires co-ownership of the new product in the same ratio as the value of the conditional commodity (purchase price plus value added tax) to the value of the other items at the point in time of processing or alteration.

9.2 If the conditional commodity is inseparably mixed, blended or connected to items not belonging to us, cab acquires co-ownership to the resulting uniform product in the same ratio as the value of the conditional commodity (purchase price plus value added tax) to the value of the other items at the point in time of mixing, blending or connecting. If mixing, blending or connecting takes place in such a way that the supplier's product is to be considered the main product, it is agreed that the supplier transfers proportional co-ownership to cab. The supplier holds the product in safe keeping for the sole ownership or co-ownership of cab.

9.3 cab retains ownership of tools. The supplier is obliged to use the tools exclusively for the production of the goods ordered by cab. The supplier is obliged to take out fire, water and theft insurance for the tools belonging to cab at replacement value and at the supplier's own costs. At the same time, the supplier already transfers all damages claims arising from this insurance to cab. cab herewith accepts such transfer. The supplier is obliged to perform any necessary maintenance and inspection work to our tools as well as all servicing and repair work, in good time at the supplier's costs. The supplier shall inform cab immediately of any incidents. If the supplier culpably fails to do so, cab reserves the right to claim corresponding compensation.

9.4 Duplications of provisions or tools must only be produced after obtaining prior written approval from cab. The produced duplicates become the property of cab.

9.5 The supplier has no rights of retention to the provisions and tools for any legal reason whatsoever.

9.6 The supplier is obliged to treat all received illustrations, drawings, calculations and other documents and information with strict confidentiality. They may only be disclosed to third parties after obtaining explicit approval from cab. The confidentiality obligation persists even after this contract has been completed. It expires only if and insofar as the production know-how contained in the provided illustrations, drawings, calculations and other documents has become general knowledge.

9.7 Insofar as cab's security rights arising from Clause 9 should exceed all our still unpaid conditional commodities by more than 10%, cab is obliged to release the security rights at the supplier's insistence. cab is free to choose between the various security rights to be released.

10 Period of limitations

The period of limitations for cab's claims and rights for faulty delivery – for any legal reasons whatsoever – amounts to 4 years. This period also applies insofar as the claims are not related to a fault. Longer statutory periods, as

General Purchasing Conditions



Valid 1th of January 2011

regulations on the start of the period of limitations, suspension of the period, stay and recommencement of the period, remain unaffected by this clause.

11 Place of jurisdiction

If the supplier is a business entity, cab's place of business is the sole place of jurisdiction for all disputes arising from the contractual relationship.

12 Governing law

Subject to the laws of the Federal Republic of Germany without referral to the standards of international private law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

13 Language clause; severability clause

13.1 If this agreement is translated into any other language than German, the German version remains the authoritative version.

13.2 If any of the afore mentioned provisions should be or become ineffective, this does not affect the validity of the remaining provisions. The ineffective or invalid provision shall be replaced by the corresponding statutory ruling, unless the parties reach legally effective agreement on another solution. The same also applies to any loopholes in the contract.