

Conditions of Purchase

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WEH GmbH
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Managing Director: Rolf Kummer
Court of registration: Memmingen HRB 3086
Tax number: 151/142/20148
VAT ID No.: DE814010659

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1. Scope

1.1 The present conditions of purchase ("Conditions of Purchase") apply for all contracts regarding the delivery of goods ("Deliveries") and/or the provision of services ("Services") between our goods suppliers or service providers (jointly "Suppliers") and us.

1.2 The Conditions of Purchase are only valid if the supplier is an entrepreneur (Section 14 BGB), a legal entity under public law or a public-law special fund.

1.3 In the course of an ongoing business relationship, the Conditions of Purchase also apply for future contracts with the same supplier concerning deliveries or services (jointly "Contractual services") without requiring us to reference them in each individual case; the current valid version of the Conditions of Purchase can be accessed at www.weh.com/conditions-purchase.

1.4 Our Conditions of Purchase apply exclusively. Deviating, contradicting or supplementary General Terms and Conditions of the supplier will only become components of the contract if and insofar as we have expressly consented to their validity in writing. This requirement of consent applies in all cases, for instance even if we unconditionally accept the supplier's contractual services with knowledge of the supplier's General Terms and Conditions, or if we unconditionally provide contractual services for the supplier.

2. Conclusion of contract

2.1 Our enquiries to the supplier concerning its goods ("Goods"), services and conditions are non-binding and do not establish obligations for us in any way.

2.2 Our orders ("Orders") are only valid and binding if they are made in writing or text form (e.g. e-mail or fax).

2.3 Services offers from the supplier are binding and are not to be remunerated unless otherwise expressly agreed in writing. A valid and binding contract between us and the supplier concerning the contractual services ("Contract"), including these Conditions of Purchase, is established by

- a) our order issued to the supplier and
- b) the supplier's explicit written acceptance ("Order confirmation"), which we must receive within 5 working days after our order has been received by the supplier, or
- c) by unconditional provision of the contractual services on the part of the supplier.

2.4 Every order confirmation from the supplier that deviates from our order constitutes a new contractual offer that we must first accept in writing before a contract is established.

2.5 If the contract stipulates that the contractual services will be determined by delivery or service call-offs ("Call-off"), these call-offs become binding two days after they are issued to the supplier as long as the supplier has not objected to them in writing by that time.

2.6 We will only accept the early performance of contractual services after prior written agreement. If the supplier performs the contractual services earlier than the agreed delivery deadline within the meaning of Section 3 (1), we reserve the right to refuse acceptance of the contractual services.

2.7 The order scope is determined by our order. The standards of WEH (standards, drawings, general packaging guidelines), which we send to the supplier or reference during the order process, are also components of the contract ("WEH standards"). If the supplier has not received the WEH standards, the supplier may request them from us by phone and/or in writing. We are available to support the supplier in this context.

2.8 Offers submitted to us are always made free of charge. This also applies if the supplier creates and hands over samples, specimen drafts and sketches.

2.9 The supplier is obligated to review our order and to report concerns in case of any ambiguities, violations of accepted engineering practice, infringements of DIN standards, changes to technical regulations and all other discrepancies, contradictions and other abnormalities. If deviations are unavoidable, the supplier must submit proposals for changes and improvements.

3. Delivery, service and debtor's default

3.1 Delivery periods and deadlines that we have stipulated (jointly "Delivery deadlines") are binding and must be observed. Compliance with delivery deadlines is determined by timely and faultless provision of the contractual services. If a delivery involving assembly or service is arranged, compliance with periods and deadlines is determined by the transfer of the faultless goods after proper implementation of this service. If acceptance is required by law or agreed under contract, the date of acceptance is the deciding factor.

3.2 The supplier is obligated to inform us promptly in writing if circumstances occur or become apparent to the supplier as a result of which the agreed delivery deadlines cannot be observed. The supplier must communicate the anticipated duration of the delay.

3.3 The supplier will enter into default once the delivery deadline has elapsed without being issued a warning. We are entitled to charge a contractual penalty amounting to 0.5% of the net contract value under the affected contract per commenced week of default, up to a maximum of 5% of the net contract value. The right to assert additional damages claims owing to the delay remains unaffected. However, contractual penalties that have already been paid will be offset against damage claims that are asserted.

3.4 Acceptance of a delayed delivery or service without reservations does not constitute a waiver of our rights or claims due to delayed deliveries and services.

3.5 The supplier is not entitled to make partial deliveries or provide partial services unless we expressly request this or approve this in writing.

3.6 Unless otherwise agreed in writing, goods are delivered based on DDP (Incoterms 2010) to the premises of WEH GmbH in Illertissen ("Place of delivery"). The supplier must perform the services at the location identified in the contract ("Place of service").

3.7 A delivery note must be enclosed with deliveries indicating the date (issue and shipping), content of the delivery (part number and quantity) as well as our order identifier (date and number).

3.8 The supplier is obligated to guarantee continuous documentation for each component ("Documentation"). Documentation must provide traceability using production batch numbers, batch group numbers or serial numbers. All components must include a traceable development history with continuous documentation. Documentation must also include all validation and verification tests carried out, with test specifications, test results and releases. All documentation must be kept up to date and reviewed for the stipulated quality at appropriate intervals. All documentation must be made available to us in digital form.

3.9 If the supplier's employees carry out work on our premises, they are subject to the provisions of our safety and conduct regulations for visitors, craftsmen, fitters and technicians.

3.10 The supplier must provide the services itself. The involvement of subcontractors is only permitted with our explicit written consent. The supplier is liable for the subcontractors it engages.

4. Prices and payment conditions

4.1 The agreed prices are fixed prices and are binding. The prices apply including all ancillary costs, in particular freight, transport, packaging, insurance and other ancillary costs, unless otherwise expressly agreed in writing.

4.2 Unless otherwise agreed, prices are given as net prices before the respective applicable legal VAT. The supplier must prepare a verifiable invoice that contains all mandatory information prescribed by German law. All invoices must indicate our part no. Invoices must be sent to us by mail. Proof of performance (for services) must be enclosed. Unless otherwise agreed, electronic transmission of invoices is prohibited.

4.3 Unless a separate agreement has been made, invoices will be paid within 14 days deducting a 3% discount, or within 30 days without deduction, after maturity and receipt of a proper invoice as well as proper provision of the contractual services and acceptance where relevant (where agreed).

4.4 Our payments are generally made by electronic transfer. However, we reserve the right to make payments by check or by offsetting against counter-claims. The eligibility of payments for discount remains unaffected by our offsetting against counterclaims.

4.5 Payments do not imply the waiver of our contractual or legally entitled rights. The right to assert defect claims remains reserved even upon payment if the supplier has not yet eliminated the defects.

4.6 With respect to price, quality, innovative character and safety, the supplier must be and remain competitive.

4.7 The supplier is obligated to conduct regular value analyses and identify potential savings. If potential savings are discovered, the supplier is obligated to adjust its prices.

5. Packaging

5.1 The supplier must comply with the requirements of the German Packaging Act as well as the general packaging directive of WEH. The current version of the general packaging directive is available at www.weh.com/general-packaging-guidelines.

5.2 The supplier must take back used, empty packaging free of charge.

6. Spare parts supply

6.1 The supplier agrees to guarantee spare parts supply for the goods we deliver for a period of 10 years after the end of serial production of the goods.

6.2 The supplier must deliver the relevant spare parts at normal market prices and based on the Conditions of Purchase.

7. Offsetting, right of retention and assignment

7.1 We are entitled to offsetting and retention rights to the extent permitted by law.

7.2 The supplier is only entitled to offsetting and retention rights if its counterclaims have been established in a final decision, are undisputed or are based on the same contractual relationship.

7.3 The supplier is not entitled to assign claims arising from this contract.

8. Defect claims, notification of defects and liability

8.1 The statutory provisions regarding materials and legal defects apply unless otherwise stipulated in the following or in Section 11.

8.2 The deliveries and services must be (a) free of material and legal defects, in particular the contractual services may not violate third-party rights within the meaning of Section 10 (2), (b) possess the agreed quality and (c) comply with all applicable legal, official and regulatory requirements as well as (d) WEH standards or contractual requirements and specifications issued by WEH.

8.3 In case of defective deliveries or services, the supplier must first be given the opportunity of subsequent performance, that is, at our choice the supplier must either eliminate the defect or re-perform the contractually owed service without defects.

8.4 Subsequent performance also includes removal of the defective goods and re-installation. The supplier will pay the expenses and costs required for the purpose of subsequent performance.

8.5 Section 8 (3) and (4) also apply if it results that no defect was actually present. Our liability for damages in case of unjustified requests for the elimination of defects remains unaffected; however, in this regard, we are only liable insofar as we realised there was no defect or failed to realise there was no defect due to gross negligence.

8.6 If subsequent performance fails or is unreasonable for us, we may withdraw from the contract without additional notice periods, and for deliveries we may return the goods at the supplier's risk and expense. Instead of withdrawing from the contract, under the above conditions we may also perform the elimination of defects ourselves or engage third parties to do so at the supplier's expense.

8.7 The period of limitation for defect claims is 36 months starting from the transfer of risk unless a longer statutory period applies.

8.8 Where the commercial duty to examine and report defects under Section 377 HGB applies, we will notify the supplier of evident defects in the goods promptly after delivery. Our duty of examination is restricted to defects that become apparent during our incoming goods control upon external assessment (visual inspection), including review of the delivery papers. Our duty to report defects in the goods that are detected at a later time (hidden defects) remains unaffected. In any case, a notification will be considered on time if it is received by the supplier within 5 working days after delivery (for evident defects) or within the same period after discovery (for hidden defects).

8.9 Apart from this, the supplier is liable according to the statutory provisions.

9. Product liability and insurance obligation

9.1 If the supplier is responsible for a product defect, the supplier is obligated to release us from all damages, expenses and third-party claims at first request insofar as the cause lies within the supplier's area of control and organisation and the supplier is liable to third parties.

9.2 As part of this release obligation, the supplier must reimburse our expenses resulting from or connected with the assertion of third-party claims (e.g. legal fees), including product recalls that we carry out. Where possible and reasonable, we will inform the supplier regarding the content and scope of recalls and give the supplier the opportunity to comment.

9.3 More extensive legal claims remain unaffected.

9.4 The supplier must ensure appropriate insurance protection. In particular, the supplier is obligated to take out and maintain product liability insurance with an insured sum of at least EUR 10 million per personal injury/material damage. On request, the supplier must demonstrate existing insurance coverage to us in writing.

10. Third-party property rights

10.1 The supplier guarantees that (a) no third-party rights were infringed in connection with performing the contractual services, particularly the rights named in Section 10 (2).

10.2 If third-party rights are infringed, in particular patent rights, copyrights or other property rights of third parties, the supplier will indemnify us from any existing third-party claims at first request if these are due to the supplier's culpable breach of duty. We are not entitled to make any kind of agreements with the third party without the supplier's consent, especially entering into a settlement.

10.3 The supplier's indemnification obligation also extends to all damages, expenses and costs that we necessarily incur from or in connection with a third-party claim.

11. Documents and rights of use

11.1 We reserve our ownership and property rights (particularly copyrights, patent rights and/or rights of use under design law, as well as rights to trade secrets and business secrets) to all figures, plans, drawings, calculations, implementation instructions, product descriptions and other documents that we provide to the supplier ("WEH documents"). WEH documents must exclusively be used to perform the contractual deliveries and services. They may not be provided to third parties without our prior consent. After performing the contractual deliveries and services or at our request, the WEH documents must either be returned to us or destroyed at our choice. On request, proper destruction of the WEH documents must be demonstrated to us in an appropriate form.

11.2 The above provision applies accordingly for substances, materials and tools, templates, models, forms and other objects that we supply to the seller for manufacture ("WEH supplies"). If they are not processed, the WEH supplies must be stored separately at the seller's cost and insured against destruction and loss to an appropriate extent.

11.3 The supplier grants us non-exclusive rights of use and exploitation without any restriction of territory, content or time to all plans, drawings, graphics, calculations, other documents and objects that are handed over to us in connection with the contract (jointly "Work results") for the purposes agreed or stipulated under the contract (jointly "Rights of use"). The rights of use granted above also include the authority to process and modify the work results if this is required for the purposes agreed or stipulated under the contract, as well as issuing sub-licences and transferring rights of use to third parties.

11.4 For work results that the supplier produces or has produced individually for us based on a corresponding order, the supplier fully transfers us all property rights (in particular any industrial property rights or copyright usage rights, rights to inventions, patents, designs, know-how, trade secrets and business secrets as well as any other rights to intellectual and industrial property) for unrestricted and exclusive use of the work results, including the authority to issue sub-licences and transfer the rights. If the supplier holds industrial rights of use to the work results, the supplier transfers us exclusive, transferable and sub-licensable copyright usage and exploitation rights without any restriction of territory, content or time for unrestricted and exclusive use of the work results.

11.5 If granting or transferring the rights as governed in the above Section 11 requires the granting of third-party rights, the supplier must bring about the transfer of third-party rights that are required in this context.

11.6 Granting or transferring rights as outlined above is settled with the contractual remuneration paid to the supplier.

12. Reservation of title

12.1 Any processing, mixing, combining or transformation of WEH supplies carried out by the supplier occurs on our behalf.

12.2 Ownership of the goods must be transferred to us unconditionally and without regard to payment of the price. However, if we accept an offer from the supplier in an individual case involving transfer of ownership conditional on payment, the supplier's reservation of title expires upon payment for the delivered goods at the latest.

13. Trial samples / Illustrative samples

13.1 If we deliver trial samples or illustrative samples (jointly "Samples"), we retain ownership of all property rights to these objects. Handing them over to third parties is not permitted. Their use is only allowed for the agreed trial purposes.

13.2 Samples are transferred free of charge as loans. Our warranty and liability for such samples is oriented on the statutory provisions.

13.3 We also retain ownership of the delivered samples. These objects must be returned if we demand their surrender or if a serial delivery contract is not established between the supplier and us. Providing the samples do not imply any acknowledgement of our customers' general terms and conditions or otherwise implied consent to contractual declarations made by our customers.

14. Auditing

14.1 We are entitled to audit the goods, processes and services or to engage third parties to perform audits. These audits may also be conducted before or during the deliveries and services. In the course of an audit, the supplier also authorises us to carry out, or have carried out, inspections and quality controls on the supplier's premises during normal operating and business hours if the goods concerned are also manufactured for us or the processes and services concerned are relevant to us. We may also engage third parties to inspect goods and conduct audits on the supplier's premises.

14.2 The supplier will also provide us with the necessary information and documents concerning the goods to be delivered and the services to be performed.

15. Confidentiality and advertising

15.1 The supplier has the following obligations with respect to the agreed prices and commercial conditions as well as all commercial, technical and other confidential information provided by us: (a) to treat such information as confidential and not to disclose it to third parties, and (b) only to disclose such information to employees or other individuals who require the information for the purpose of contract implementation and who have committed to corresponding confidentiality obligations.

15.2 The above obligations apply for a period of five years upon receipt of the given information.

15.3 If the supplier no longer requires the confidential information, it must be handed over to us or destroyed along with all copies.

15.4 The above obligations do not apply for information that is or becomes general knowledge without any fault of the supplier, or which the supplier is required to disclose due to statutory regulations or official orders.

15.5 Advertising and marketing activities carried out by the supplier using our name or trademark or commercial descriptions require our prior written consent.

16. Changes to the Conditions of Purchase

16.1 We are entitled to adapt or amend the Conditions of Purchase as long as this is (a) to the supplier's advantage or (b) reasonable for the supplier considering our interests.

16.2 We are required to notify the supplier of changes to the Conditions of Purchase that are planned according to the above Section 16 (1) at least 6 weeks before they take effect at the e-mail address provided by the supplier ("Notification of changes"). If the supplier does not object within 6 weeks after receipt of the notification of changes, the changes will be considered approved and will become an integral component of the contract on the date they take effect. The customer will be separately informed of this consequence in the notification of changes.

17. Final provisions

17.1 Amendments or supplements to the Conditions of Purchase must be made in writing. Annulment of the written form requirement must also occur in writing. The priority of individual agreements, even verbal agreements, according to Section 305b BGB remains unaffected.

17.2 The invalidity of individual provisions of the Conditions of Purchase does not affect the validity of the remaining provisions of the Conditions of Purchase.

17.3 The place of fulfillment for the contractual services (including the place of subsequent performance) is the place of delivery or place of service specified by us.

17.4 The exclusive place of jurisdiction for all legal disputes resulting from the Conditions of Purchase or a contract is Memmingen. However, we are also entitled to file suit (a) at the place of fulfillment for the contractual services or (b) at another competent court. Higher-priority statutory regulations, particularly those regarding exclusive jurisdictions, remain unaffected.

17.5 German law applies to all legal relationships between us and our supplier, to the exclusion of the uniform UN Convention on the International Sale of Goods (CISG).