

**Terms of purchase:**  
**Industrieschilderfabrik Becher GmbH**

## 1 Scope of application

1.1 These terms of purchase apply to companies, legal entities under public law and special funds under public law.

1.2 Our orders are performed exclusively based on the following terms.

Terms of business of the partner which are not expressly accepted by us have no validity.

1.3 The terms of purchase also apply to all future orders and contractual relations between the partner and us.

## 2 General provisions

2.1 The contractual partners shall promptly provide a detailed confirmation in writing of any verbal agreements.

2.2 Should individual parts of these terms of purchase be invalid or become invalid in future, the validity of all other provisions will remain unaffected.

2.3 We are entitled to terminate this contract without notice should an insolvency process be initiated regarding the assets of the partner.

## 3 Order

3.1 We are entitled to cancellation should the partner not accept our order within one week since receipt.

3.2 Delivery call-offs become binding at the latest when the partner does not veto within 5 days since receipt.

3.3 Within reasonable limits for the partner we can demand changes to the delivery item. In the process, the consequences, particularly regarding extra costs and cost reductions as well as delivery deadlines, are to be settled mutually in an equitable way.

## 4 Long term and call-off contracts, price adjustment

4.1 Contracts with unlimited periods can be terminated with a 6-month period of notice.

4.2 Should there be a significant change in the costs of labour, material or energy in the case of long-term contracts (contracts with a period of more than 12 months and contracts with unlimited periods), each contractual partner shall be entitled to call for negotiations to adapt the price commensurately, taking these factors into account.

## 5 Confidentiality

5.1 Each contractual partner shall use all documents (this includes samples, models and data) and knowledge, which he obtains from the business relationship, only for the purposes jointly pursued and treat them confidentially in the same way he keeps his own similar documents and knowledge secret from other third parties, in cases where the other contractual partner designates them as confidential or has a clear interest in their confidentiality.

This obligation commences when the documents or knowledge are initially obtained and ends 36 months after the business relationship has ended.

5.2 The obligation does not apply for documents and knowledge which are considered as general knowledge or which were already known to the contractual partner at the time of receipt, without him having been obliged to maintain confidentiality, or which are conveyed after that by a third party who is entitled to pass it on, or which were developed by the receiving contractual partner, without the use of the documents or knowledge of the other contractual partner, which were to be kept confidential.

## 6 Drawings and descriptions

6.1 Drawings and descriptions handed over to the partner by us remain our inalienable material and intellectual property, which must be returned to us unrequested after the job is completed. The partner will transfer the ownership of the drawings and descriptions prepared according to our instructions when they are fully paid for.

## 7 Samples and production materials

7.1 If nothing else is arranged, the production costs for samples and production materials (tools, moulds, templates etc.) will be billed to us separately from the goods to be delivered. This also applies to production materials that must be replaced due to wear.

7.2 The costs for the maintenance and proper storage as well as the risk of damage or destruction of the production materials shall be borne by the partner.

7.3 The partner shall provide safekeeping for the production materials without remuneration for three years after the last delivery to us. After that he shall request us in writing to state within 6 weeks our intentions as to further use. The obligation to safekeeping shall end if no statement is given within these 6 weeks or no new order is placed.

7.4 The partner may use buyer-specific production materials for deliveries to third parties only with our prior written consent.

Without our written consent, the items specified may neither be scrapped nor made available to third parties nor used for other purposes than those stipulated in the contract. Care must be taken by the contractual partner to keep them safe.

## 8 Prices

8.1 Provided nothing else is arranged, the prices are understood as free delivery to place of receipt, in EUR, including packaging.

## 9 Proof of origin, proof of sales tax, and export restrictions

9.1 The partner will furnish all the required information we request for proof of origin and promptly provide it to us signed. The partner will promptly notify us unrequested in writing when the information in the proof of origin does not apply for the delivered goods anymore.

9.2 The same applies to proof of sales tax for foreign and intra-Community deliveries.

9.3 The partner shall promptly inform us when a delivery is subject entirely or partly to export restrictions according to German or other law.

## 10 Terms of payment, assignment of claims

10.1 Provided nothing else is arranged, subject to the provision in Para 10.3 we shall pay up to 14 days after delivery and receipt of the normal invoice with 3 percent discount or within 30 days net. The later point in time is relevant for the start of the payment period.

10.2 If a delivery ahead of schedule is accepted the due date shall be determined based on the agreed upon delivery date.

10.3 If the delivery is incorrect or if the delivery is delayed we shall be entitled to retain payment proportional to value until proper fulfilment.

10.4 Without our written consent, which may not be unreasonably refused, the partner is not entitled to assign his claims against us or have them collected by third parties. In cases of extended retention of title the consent shall be deemed as granted.

Should the partner assign his claim on us to a third party without our consent contrary to Sentence 1, the assignment shall nevertheless be valid. We can, however, according to our choice, discharge our obligation by payment to the partner or the third party.

10.5 If it becomes evident after concluding the contract that our delivery claim is endangered by an insufficient ability to perform on the part of the partner, we can refuse payment and specify a commensurate period in which he can deliver step by step in return for payment or provide collateral. If the partner refuses or if the period expires fruitlessly we shall be entitled to withdraw from the contract and demand damage compensation.

## 11 Delivery and transfer of risk

11.1 Provided nothing else is arranged, the partner shall deliver free to the buyer's address. In the process the risk shall be transferred to us when the partner has brought the goods into our storage facility.

11.2 The delivery period commences with the shipping out of the order confirmation and shall be prolonged commensurately if force majeure conditions exist.

11.3 Partial deliveries are permissible only if specially arranged.

## 12 Work on our premises

12.1 Persons who work on our premises in fulfilment of the partner's obligations, are subject to the provisions of our work rules and our arrangements related to the accident prevention, work safety, environmental, and other requirements that apply with us.

Hazardous materials may only be used on our premises after consultation with our technicians and must be properly marked.

## 13 Delay of delivery

13.1 Should the partner be able to foresee that the goods cannot be delivered within the delivery period, the partner shall promptly notify us of this in writing, explain to us the reasons for this, and as far as possible specify the anticipated time of delivery. Our claims due to the partner's delay of delivery shall remain unaffected by this.

## 14 Retention of title

14.1 The partner is entitled to ownership of the delivered goods until payment has been made in full (simple retention of title).

## 15 Material defects

15.1 The goods must satisfy the agreed specifications and that, which must be assumed of the partner when the intended purpose is known, and the mandatory statutory requirements and the state of the art at the very least. The time of risk transfer is decisive for the condition of the goods stipulated in the contract.

15.2 In its deliveries the partner shall adhere to the respective applicable statutory provisions of the European Union and the Federal Republic of Germany, such as the REACH regulation (Regulation EC No. 1907/2006), the law on accepting returns and environmentally friendly disposal of electrical and electronic devices (ElektroG) as national implementation of the directive 2002/95/EC (RoHS) and the directive 2002/96/EC (WEEE), and the End-of-life Vehicles Act as national implementation of the EU directive 2000/52/EC.

The partner shall promptly inform us of any relevant changes to the goods, the deliverability, possibilities of use or quality as a result of any laws, and in particular caused by the REACH regulation, and coordinate suitable measures in individual cases.

The same applies as soon and as far as the partner foresees that such changes are on their way.

15.3 Provided nothing else was arranged, the limitation period for material defect claims shall be determined based on the law.

15.4 Should the partner allow a reasonable deadline set for him to pass without having done repairs or delivered defect-free goods, we can rectify the defect ourselves at the expense of the partner or have it rectified by a third party. Statutory provisions regarding the dispensability of setting a deadline and all statutory rights due to defects, including recourse claims, shall remain unaffected.

## 16 Defects of title

16.1 The partner guarantees that all deliveries are devoid of third-party rights and in particular that no patents or other commercial property rights of third parties in the country of the agreed place of delivery, in the European Union, in Switzerland, in Turkey and – insofar as told to the partner – in the intended countries of use are infringed upon by the delivery and use of the goods.

16.2 Provided the partner is directly legally liable to the third party, the partner shall release us from third-party claims arising from possible infringements of property rights and shall bear all necessary costs that arise in association with this.

16.3 Claims based on defects of title shall lapse in 3 years.

## 17 Miscellaneous claims, liability of the partner

17.1 Provided the partner is responsible for a product defect he shall be obliged to release us from third-party damage compensation claims to the extent that the cause originated within his scope of control and organization and he himself is externally liable. In the framework of this liability the partner is also obliged to reimburse possible expenses as per §§ 683, 670 of the German Civil Code (BGB) and also as per §§ 830, 840, 426 of the German Civil Code (BGB), which arise from or in association with a recall action carried out by us or by our customers. Provided it is possible and reasonable, we will inform the partner about the content and scope of the recall measures to be carried out and grant him an opportunity to comment. Other statutory claims remain unaffected.

The partner is obliged to maintain product liability insurance of commensurate scope and amount. Should we be entitled to any further damage compensation claims, they will remain unaffected.

## 18 Our liability

18.1 Possible damage compensation claims with whatever legal basis they may have can only be asserted against us in cases of wilful intent or gross negligence of our lawful representatives or senior staff and in cases of culpable breach of material contractual obligations. In cases of culpable breach of material contractual obligations, we shall only be liable for reasonably foreseeable damage typical for the contract.

The limitation of liability does not apply in cases where we have a mandatory liability for damage to persons or materials in conformance with the product liability law and in cases involving injury to life, body or health.

## 19 Force Majeure

19.1 Force majeure, labour disputes, unrest, measures initiated by the authorities, failures in deliveries from suppliers and other unpredictable, inevitable and serious events shall release the contractual partners from their performance obligations for the duration of the interruption and to the extent of its effect. Within the bounds of the reasonable, the contractual partners are obliged to promptly provide the necessary information and to adapt their obligations in good faith to the changed conditions.

## 20 Place of fulfilment, place of jurisdiction and applicable law

20.1 The place of fulfilment for the delivery of the goods is the intended destination specified by us. The place of fulfilment for our payments is the location of our business premises, which concluded the contract.

20.2 For all legal disputes including those related to any proceedings involving bills of exchange or checks, the place of jurisdiction shall be the place where we have our registered office. We are also entitled to lodge a complaint at the place where the partner has his registered office.

20.3 Only the law of the Federal Republic of Germany can be applied to the contractual relationship. Application of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall be excluded.

Status: December 5, 2011