

**AEB (Conditions of Purchase)**  
**SR Präzision & Industrieteilevertrieb OHG**  
**Lachener Straße 2, 86911 Dießen am Ammersee**

**General**

1.1 All orders by SR Präzision & Industrieteilevertrieb OHG are based solely on the particular conditions specified therein and subordinately on these Conditions of Purchase. Terms and conditions of the contractor do not apply, even if not explicitly rejected in any individual case or the contractor explains that he only wants to deliver on his terms.

1.2 Delivery (also order and acceptance) and call-offs as well as amendments and supplements must be in writing. Remote data transmission is carried out in mutual consultation. Oral statements or agreements require written confirmation by SR Präzision & Industrieteilevertrieb OHG.

1.3 If the contractor does not accept the order within 2 weeks, SR Präzision & Industrieteilevertrieb OHG is entitled to cancel.

**2. Scope and content of obligation to perform**

2.1 The extent of the liability of the contractor's obligation to perform results from the specifications, drawings, designs, films, patterns and performance descriptions conveyed upon conclusion of the contract or, where there are none, from the information in proposals and brochures of the contractor. The services must be provided in particular with the most fit-for-purpose and perfect material, comply with any statutory/regulatory provisions and the latest state of the art in science and technology at the conclusion of the contract. This is true even if this standard is not yet listed in the technical standards and regulations governing the contractor's performance. The contractor shall provide for an appropriate quality assurance and monitoring and also note any quality regulations particularly specified in the order.

2.2 SR Präzision & Industrieteilevertrieb OHG accepts only the amounts or numbers of items ordered. Excess, short or partial deliveries are subject to prior written approval by SR Präzision & Industrieteilevertrieb OHG.

2.3 The contractor has to ensure that the deliveries and services meet the environmental protection, accident prevention and other occupational safety regulations, the safety regulations as well as all statutory requirements valid in the Federal Republic of Germany and/or the EU and has to draw the attention of SR Präzision & Industrieteilevertrieb OHG to special handling and disposal requirements which are not generally known in the case of each delivery.

**3. Changes in performance**

3.1 If, during the execution of the contract, it emerges that deviations from the contract originally agreed are necessary or appropriate, the contractor has to notify SR Präzision & Industrieteilevertrieb OHG immediately, indicating the associated extra costs or reduced costs. SR Präzision & Industrieteilevertrieb OHG will then inform the contractor whether the proposed change is approved. In the case of approval by SR Präzision & Industrieteilevertrieb OHG the remuneration agreed with the contractor is automatically reduced or increased in accordance with the change proposal submitted in sentence 1. The statement of approval by SR Präzision & Industrieteilevertrieb OHG is only binding if this is issued in writing.

3.2 The contractor also has to notify SR Präzision & Industrieteilevertrieb OHG immediately of any changes in the type of composition of the materials processed or the construction design compared to equivalent deliveries and services hitherto performed for SR Präzision & Industrieteilevertrieb OHG. The changes require written approval by SR Präzision & Industrieteilevertrieb OHG.

3.3 SR Präzision & Industrieteilevertrieb OHG reserves the right to change the performance even after conclusion of the contract, if this is reasonable for the contractor or customary in the industry. In changing the performance, SR Präzision & Industrieteilevertrieb OHG will take due account of the effects, especially in respect of the extra or reduced costs as well as the delivery dates.

**4. Provision of materials and other items**

4.1 Substances and items of all kinds supplied by SR Präzision & Industrieteilevertrieb OHG remain the sole property of SR Präzision & Industrieteilevertrieb OHG, unless precluded by any mandatory legal provisions (§§ 946 – 948 BGB/German Civil Code). Insofar as processing or transformation is effected, SR Präzision & Industrieteilevertrieb OHG is deemed the sole manufacturer in terms of § 950 BGB. If combining or blending is effected in such a way that the contractor's items are regarded as the main item, then SR Präzision & Industrieteilevertrieb OHG receives materials pro-rata to the value of materials as a co-ownership; the contractor will uphold the co-ownership for SR Präzision & Industrieteilevertrieb OHG. Insofar as items are developed or manufactured by the contractor as a result of a significant participation on the part of SR Präzision & Industrieteilevertrieb OHG (tests, etc.) or are manufactured by the contractor using data from SR Präzision & Industrieteilevertrieb OHG or are fully paid for by SR Präzision & Industrieteilevertrieb OHG, they may only be used for the purposes of the SR Präzision & Industrieteilevertrieb OHG order; if such items are the property of SR Präzision & Industrieteilevertrieb OHG, they must immediately be returned free of charge to SR Präzision & Industrieteilevertrieb OHG upon request. The contractor bears the risk of loss or damage for substances and items provided, unless he was not responsible for the loss or damage.

4.2 The contractor is obliged to carry out at his own cost any maintenance and inspection work required on the items provided by SR Präzision & Industrieteilevertrieb OHG as well as to adequately insure the items made available – especially in the case of transport to and from third parties – and to prove this to SR Präzision & Industrieteilevertrieb OHG upon demand.

4.3 If the subject of performance is based on work done by SR Präzision & Industrieteilevertrieb OHG or a joint development/adaptation development or a joint test/assessment by the contractor and SR Präzision & Industrieteilevertrieb OHG, the subject of performance and its components/parts may not be delivered to third parties without prior approval by SR Präzision & Industrieteilevertrieb OHG. The same applies insofar as a sole development by the contractor has been paid for by SR Präzision & Industrieteilevertrieb OHG.

**5. Secrecy**

5.1 The contracting parties undertake to treat all non-public commercial and technical details that become known to them through the business relations as a trade secret.

5.2 Technical documents, drawings, models, templates, patterns and similar items provided by SR Präzision & Industrieteilevertrieb OHG may not be transferred or otherwise made available to unauthorized third parties. The reproduction of such items is permitted only in the context of operational requirements and the copyright laws. Authorized third parties, e.g. subcontractors, shall be bound accordingly.

5.3 When submitting references or issuing publications, the contractor may only name SR Präzision & Industrieteilevertrieb OHG or SR Präzision & Industrieteilevertrieb OHG brands if SR Präzision & Industrieteilevertrieb OHG has given its written approval in advance.

## **6. Subcontracts**

6.1 Subcontracts require the written consent of SR Präzision & Industrieteilevertrieb OHG.

## **7. Performance dates/shipping/pricing**

7.1 Agreed delivery dates are binding. The timeliness of deliveries without assembly or installation depends on the receipt by SR Präzision & Industrieteilevertrieb OHG. The timeliness of deliveries without assembly or installation as well as of services is governed by their provision in a condition ready for acceptance.

7.2 The contractor is obliged to inform SR Präzision & Industrieteilevertrieb OHG immediately in writing, giving the reasons and probable duration of the delay, if he sees that the delivery date cannot be met. Where the contractor violates the obligation to inform SR Präzision & Industrieteilevertrieb OHG about delivery delays of any kind, SR Präzision & Industrieteilevertrieb OHG may claim damages irrespective of the contractual penalty mentioned under 7.3.

7.3 Where the contractor is in default, he shall be obliged to pay a contractual penalty of 1.0% of the order value for each week started, however not exceeding 10% of the order value. The right to compensation for further damages remains unaffected. We can also demand the contractual penalty if SR Präzision & Industrieteilevertrieb OHG reserves this right within one month after accepting the last deliveries or services to be performed within the framework of the order.

7.4 SR Präzision & Industrieteilevertrieb OHG may delay the agreed completion dates for the services of the contractor by up to a maximum of 4 months if the envisaged requirement for SR Präzision & Industrieteilevertrieb OHG is delayed by labour strikes or other types of breakdown. This will not result in any rights on the part of the contractor. Where the requirement delay is based on a case of force majeure and where this lasts for more than 4 months, each side may withdraw from the contract in whole or in part. The same applies in the event of a delay in delivery to the contractor due to proven force majeure after an interval of one month.

7.5 Each consignment must be accompanied by a delivery note in duplicate in a conspicuous position, indicating the SR Präzision & Industrieteilevertrieb OHG order and position number as well as date of dispatch, type of packaging, description of goods, quantity and weight of the shipment and receiving address.

7.6 The place of performance for the contractor's deliveries and services is the registered office of SR Präzision & Industrieteilevertrieb OHG.

7.7 In addition, SR Präzision & Industrieteilevertrieb OHG is entitled to its statutory claims without restriction in the case of delivery delays.

## **8. Payment/delivery**

8.1 The commencement of an agreed payment period depends on the agreed settlement date. However, the payment period does not commence until SR Präzision & Industrieteilevertrieb OHG has received an invoice as per 8.2.

8.2 Invoices have to contain the SR Präzision & Industrieteilevertrieb OHG order number, the SR Präzision & Industrieteilevertrieb OHG position number, the date of dispatch, the description of goods, quantity and weight of the shipment and the information required by § 14 UStG (German Value Added Tax Act). The original of the invoice, which is decisive for invoicing, must be sent to SR Präzision & Industrieteilevertrieb OHG by post. A copy of the invoice shall accompany the consignment. Where the invoice fails to meet the specified requirements, SR Präzision & Industrieteilevertrieb OHG is entitled to refuse to pay.

8.3 Payment is usually made by electronic transfer. The payment deadline is met by sending an electronic payment order. The payment can be made in other ways, but not by cash on delivery. The VAT treatment as well as any other tax obligations are governed by the applicable statutory regulations.

8.4 Payment within 8 days shall be less 3% discount, within 14 days less 2% discount and within 30 days net.

8.5 Delivery is always "free" for SR Präzision & Industrieteilevertrieb OHG in accordance with the currently valid INCOTERMS.

## **9. Guarantee/notice of defects/liability**

9.1 The contractor guarantees and pledges that all services comply with the latest standards of engineering, the legal provisions and the regulations and guidelines of the authorities, trade associations and professional associations. This also applies if the relevant rules and/or standards have not yet been incorporated in the corresponding regulations and/or laws at the place of performance. In case a departure from these rules is necessary in a particular case, the contractor shall obtain the written consent of SR Präzision & Industrieteilevertrieb OHG. Claims based on defects are not limited by this consent. The contractor guarantees to provide the services with fit-for-purpose and perfect material. Should the contractor have reservations against the type of execution requested by SR Präzision & Industrieteilevertrieb OHG, the contractor has to give written notice to this effect at once. This does not affect the binding nature of the originally envisaged delivery date.

9.2 Should claims based on defects be possible against the contractor under the terms of the contract, the contractor assumes the guarantee for his services and deliveries up to 24 months after commissioning and utilization of same, where appropriate also after the point in time at which reworking was carried out, that the delivery item remains free of defects affecting its serviceability in operation and has the characteristics required by the contract and/or assured by the contractor. Item 9.2, sentence 1 and the other defect provisions also apply to the specified performance and consumption figures, even if the services/deliveries are forwarded to third parties, and to services and deliveries which the contractor has procured from a third party. The statutory provisions shall apply for structures/immovable properties.

9.3 SR Präzision & Industrieteilevertrieb OHG shall notify the contractor in writing of defects in respect of delivery, transport or packaging damage as soon as such damage can be discerned according to the normal course of business operations. In this framework notice will be given of recognizable defects within 1 month after delivery of the goods and of latent defects within 14 working days of their discovery.

9.4 If the delivery/service provided by the contractor is defective or if the delivery/service is not performed according to the contract, SR Präzision & Industrieteilevertrieb OHG can require either the removal of the defect within a reasonable period, the defect-free delivery of a part delivery, the reduction of the order price or withdraw from the contract

9.5 If the contractor culpably fails to fulfil his obligation to remedy within a reasonable deadline set by SR Präzision & Industrieteilevertrieb OHG, if the contractor wrongly refuses to carry out the repair or the remedy fails or is unreasonable for SR Präzision & Industrieteilevertrieb OHG, especially in the case of imminent danger, SR Präzision & Industrieteilevertrieb OHG can, without prejudice to the guarantee claims against the contractor, himself perform the necessary measures, or have them performed by third parties, at the expense and risk of the contractor. SR Präzision & Industrieteilevertrieb OHG is entitled to

offset the necessary costs to remedy the defect or to claim retention rights. This also applies in the event that claims and counterclaims do not arise from the same business/contract.

9.6 The contractor is liable to the same extent for replacement deliveries and repair work as for the original service/delivery. For replacement parts the defects period begins to run anew.

9.7 The contractor is liable for all damages caused culpably – also through slight negligence – which are connected with the performance of the contractor's services. This includes damages that occur during the delivery or performance. The contractor is also liable here for his own negligence as well as for the negligence of the contractors, agents and assistants he has mandated. Any exculpation of the contractor under the terms of § 831 Para. 1 sentence 2 BGB is excluded.

9.9 Except as provided otherwise in these Conditions of Purchase, the statutory regulations governing defects apply.

9.10 Claims for defects are subject to the statute of limitations under the statutory provisions of § 438 BGB.

#### **10. Product liability**

10.1 In case of claims against SR Präzision & Industrieteilevertrieb OHG on account of the violation of official safety regulations or due to domestic or foreign product liability regulations or based on other defects which are attributable to a defective, non-conforming service/delivery on the part of the contractor, the contractor is obliged, upon first request by SR Präzision & Industrieteilevertrieb OHG, to hold the latter harmless from any such claims. This applies even if the contractor is himself liable in relation to third parties or SR Präzision & Industrieteilevertrieb OHG is liable to pay damages. Under these conditions the contractor is also obliged to reimburse expenses for recall or replacement actions. SR Präzision & Industrieteilevertrieb OHG will instruct the contractor – insofar as this is reasonable and possible – about the content and scope of the recall and/or replacement actions and give him an opportunity to express an opinion.

10.2 To cover the risks mentioned in 10.1, the contractor must take out an appropriate product liability and recall insurance and furnish SR Präzision & Industrieteilevertrieb OHG with evidence of same upon request.

10.3 The contractor shall implement a quality assurance system of an adequate type and scope and corresponding to the state of the art and furnish SR Präzision & Industrieteilevertrieb OHG with evidence of same on demand. The contractor shall, insofar as SR Präzision & Industrieteilevertrieb OHG considers it necessary, reach a corresponding quality assurance agreement with SR Präzision & Industrieteilevertrieb OHG.

#### **11. Trade mark rights**

11.1 The contractor shall be liable for and pledges that the trade mark rights of third parties, in particular patents or licences, are not infringed by the supply, use and operation of the offered items or by the services to be rendered by the contractor.

11.2 The contractor shall hold SR Präzision & Industrieteilevertrieb OHG and customers of SR Präzision & Industrieteilevertrieb OHG harmless from third party claims arising from any trade mark right infringements and also bear all the costs which are incurred by SR Präzision & Industrieteilevertrieb OHG in this connection.

#### **12. Assignment of claims/offsetting**

12.1 The assignment of claims under the contract and transfer to third parties requires our written consent; this applies only to an extended retention of title possibly agreed between the contractor and his suppliers.

12.2 SR Präzision & Industrieteilevertrieb OHG reserves the right to set-off against claims of the supplier. A final determination of set-off claims, or the recognition of same by the contractor, shall not be required.

#### **13. Right of rescission/termination**

13.1 If one party suspends payment or if insolvency proceedings are initiated against its assets or if a judicial or non-judicial settlement procedure is applied for, the other party is entitled, after a period of grace for the unfulfilled part of the contract, to rescind the contract or to terminate same. The following applies to the right of termination pursuant to § 649 BGB or to any rescission or termination right agreed in respect of an order: All other costs incurred up to the termination of the contract shall be refunded. The contractor shall prove the facts giving rise to the claims asserted.

#### **14. Stocking of parts/delivery capability**

14.1 The contractor shall ensure the stocking of parts/delivery capability for the normal useful life of the goods he has to supply, but at least for a period of 10 years from fulfilment. Even where such a stockholding obligation no longer exists for services performed on behalf of SR Präzision & Industrieteilevertrieb OHG, the contractor must inform SR Präzision & Industrieteilevertrieb OHG of an intended cessation of the stocking of parts/delivery capability in time for SR Präzision & Industrieteilevertrieb OHG to be able to arrange its own stocking of parts.

#### **15. Partial invalidity**

15.1 Should a contractual agreement be or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties are obliged to replace the invalid provision with an effective regulation which comes as close as possible to its purpose.

#### **16. Place of jurisdiction and applicable law**

16.1 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply. The exclusive place of jurisdiction for all disputes arising from the business relationship is Munich.

**SR Präzision & Industrieteilevertrieb OHG**  
**Lachener Straße 2, 86911 Dießen am Ammersee**