



BETTER MOBILITY. BETTER LIFE.

GENERAL PURCHASING CONDITIONS

TENTE-ROLLEN GmbH



GENERAL PURCHASING CONDITIONS

As of: 01.2016

1. GENERAL – SCOPE

1.1 Our Purchasing Conditions shall apply exclusively; opposing purchasing conditions or conditions of the Supplier deviating from our Purchasing Conditions are not accepted unless we expressly agree to them in writing. Our Purchasing Conditions shall also apply if we accept delivery or performance by the Supplier without any reservations or make payments despite being aware of opposing conditions or conditions deviating from our Purchasing Conditions.

1.2 All arrangements made between us and the Supplier for the purpose of execution of the present agreement must be made in writing in this agreement.

1.3 Our Purchasing Conditions shall apply to entrepreneurs in terms of Section 310 Sub-section 1 BGB [German Civil Code], only.

1.4 Our Purchasing Conditions shall also apply to all future contractual relations with the respective Supplier even if they are not expressly agreed for each individual transaction.

2. QUOTATION – PURCHASE ORDER – DOCUMENTS

2.1 Quotations of the Supplier are without engagement and free of charge for us.

2.2 Our purchase orders are to be confirmed by the Supplier immediately after receipt with legally binding effect. If the Supplier fails to accept a purchase order within one week after receipt, we are authorized to cancel the order. Any performance with regard to the purchase order by the Supplier shall be deemed an

acceptance of the order. Any deviation from the purchase order in the order confirmation requires our written consent.

2.3 Only the written purchase order and / or written confirmation of a verbal purchase order or a purchase order made by telephone by us shall be binding. Transmission by fax or e-mail is deemed compliance with the written form requirement.

2.4 Purchase orders are to be handled separately within the respective correspondence. The Supplier has to indicate the number and the date of our purchase order in all documents referring to a purchase order.

2.5 We reserve the title and copyright to all illustrations, drawings, calculations, and other documents. They shall not be disclosed to third parties without our express written consent. They shall exclusively be used for production on the basis of our purchase order and shall be returned at the latest after termination of the contractual relationship. They shall be treated as confidential towards third parties.

3. PRICES – PAYMENT

3.1 The price indicated in the purchase order shall be binding. Unless otherwise agreed in writing, the price includes delivery “free domicile”, packaging, transport insurance, and other incidental costs.

3.2 Value-added tax is not included in the price unless the turnover tax is shown separately.

3.3 Invoices can only be handled by us if they include – according to the requirements in our purchase order – purchase order and part numbers, date of delivery as well as our article

designation if known to the Supplier. Invoices shall be in compliance with legal requirements and auditable.

3.4 Unless otherwise agreed to in writing, we pay the price on the 30th of the respective month for deliveries and invoices received between the 1st and the 15th of the same month / on the 15th of the following month for deliveries and invoices received between the 16th and the 31st less 3 % cash discount or net on the 30th of the following month.

The above requires faultless and complete delivery as well as receipt of a proper invoice. In case of acceptance of premature deliveries, the due date of the invoice shall depend upon the agreed delivery time.

3.5 We are entitled to offsetting and retention as provided by law.

3.6 Effected payments shall not be deemed an acknowledgement of due delivery or a waiver of any claims towards the Supplier. Payments are always effected with the reservation that we may claim return of payment insofar as we are entitled to any such claim at the time of payment or later.

4. DELIVERY TIME

4.1 The delivery time indicated in the purchase order shall be binding. The date of receipt of goods at the place of performance or – if collection is agreed – the notice about readiness for shipment shall be deemed compliance with the delivery time. We are not obliged to take delivery prior to the delivery date / expiry of the delivery period. We are not obliged to accept partial or excessive deliveries.

4.2 The supplier undertakes to immediately inform us if circumstances occur or are foreseeable which indicate that the agreed delivery time cannot be met.

4.3 In case of default in delivery, we are entitled to lump sum damages amounting to 1 % of the value of the goods to be delivered per completed week, however, not exceeding 5 % of the total sum; the right to further legal claims, such as revocation and damages instead of performance is reserved. Moreover, we expressly reserve the right to assert higher damage caused by default. The Supplier is entitled to furnish proof that no or a clearly smaller damage was caused as a consequence of the default.

4.4 In case of premature delivery, we reserve the right to return the goods at the Supplier's expense. If the consignment is not returned in the event of premature delivery, the goods are stored until the agreed delivery date at the Supplier's expense and risk.

5. FORCE MAJEURE AND LABOR DISPUTES

Force majeure, strike, and lock-out during labor disputes, governmental actions or other unforeseeable, inevitable events for which we are not responsible exempt us from all obligations to take delivery and any claims for damages throughout the period of the disturbance and to the extent of their effects.

6. DELIVERY – PASSING OF RISK

6.1 Unless otherwise agreed in writing, the goods are to be delivered to the place of performance designated in our purchase order free from freight, packaging, and other incidental costs.

6.2 If, in an exceptional case, we pay the freight charges, our defined mode of transport is to be adopted; otherwise, the transport and delivery mode we consider most cost-effective is to be chosen.

6.3 If, in an exceptional case, we pay the packaging costs, the packaging is to be charged at cost. The Supplier has to make sure that the packaging protects the goods against damages during transit. This shall also apply if the type of packaging is prescribed by us.

6.4 The Supplier undertakes to dispatch and / or deliver the ordered goods according to our Logistics Requirements. The Logistics Requirements can be obtained by mail upon request or are available on our website under www.tente.com/Lieferanten. In case of non-observance of our Logistics Requirements, we reserve the right to offset extra expenditure arising therefrom against receivables of the Supplier.

6.5 The Supplier undertakes to make a written declaration on the origin of the supplied items in terms of customs using a form prescribed by us. The origin of new items included in the product range or a change in origin is to be notified immediately and without being requested to do so. If required, the Supplier has to furnish proof of the information given on the origin of the goods using a form confirmed by the respective customs office. The Supplier is liable for any damage suffered by the customer due to non-conforming or late submission of the declaration of origin.

7. EXAMINATION OF DEFECTS – LIABILITY FOR DEFECTS

7.1 The Supplier warrants the conformity of the delivered goods with the specimens, samples, and descriptions submitted by the Supplier. The goods to be delivered are to be manufactured from faultless material suitable for the intended purpose, must have the agreed or customary properties, and satisfy our specifications as well as legal requirements and / or acknowledged technical standards. The statements made by the Supplier in contractual negotiations and the information given by the supplier

in catalogs, promotional material, public statements, data sheets, and other product descriptions shall be deemed agreed properties of the goods. Any deviation from the above is considered a defect the Supplier is responsible for.

7.2 We are entitled to any and all legal claims for elimination of defects; in any case, it is at our discretion to demand elimination of the defect or delivery of a new part from the Supplier. Any expenses incurred by us in this respect such as transport, travel, labor, and material costs shall be borne by the Supplier. In particular, we are entitled to compensation of costs we incur with respect to the contractual relation with our customers. The right to damages and in particular the right to damages instead of performance shall expressly be reserved.

7.3 We are entitled to eliminate defects ourselves at the Supplier's expense if the supplier is in default with subsequent performance.

7.4 We give immediate notice of defects to the Supplier as soon as a defect is detected in the course of ordinary business; this may even occur not before further use. In this respect, the Supplier waives objection for delayed notice of defect and acceptance without reservations.

7.5 The limitation period shall be 24 months as from passing of risk unless the compulsory provisions of Sections 478, 479 BGB [German Civil Code] are applicable.

7.6 The provisions of Sections 478, 479 BGB shall remain unaffected in case of purchase of consumables.

8. QUALITY ASSURANCE – SELECTION OF MATERIAL

8.1 By means of an effective quality management system the Supplier shall ensure that the deliveries effected by the Supplier are in

accordance with the most recent state-of-the-art technology, applicable standards, directives, and regulations and that they are free from defects which is to be proven by the Supplier upon request.

8.2 All parts which are manufactured on the basis of a drawing require initial sampling on the basis of a report of initial sampling which is free of charge for us. Series production shall not start before written approval of the initial samples.

8.3 We are entitled to audit the effectiveness of the quality management system at any time during normal business hours.

8.4 The Supplier shall document its quality management in an appropriate and controllable manner and present such documentation on request. This documentation is to be retained for a period of 10 years.

8.5 Any changes in selection of material, production process, or production facilities require new sampling of the affected parts as well as our written approval.

9. PRODUCT LIABILITY

9.1 Insofar as the Supplier is responsible for a product damage, the Supplier shall exempt us from any claims for damages asserted by third parties on first request if the cause can be found in the Supplier's domain of control and organization and if the Supplier itself is liable in external terms.

9.2 Within the scope of its own liability for damage pursuant to clause (1), the Supplier also undertakes to reimburse any expenses arising from or in connection with a recall effected by us. We will notify the Supplier well in advance about the contents and scope of recalls to be effected – insofar as possible and reasonable – whilst the Supplier will be given

the opportunity to comment on this matter. Other legal claims shall not be affected thereby.

9.3 The Supplier undertakes to maintain a product liability insurance with a lump sum coverage of at least 2.5 million Euros for each personal injury / property damage and, at our request, furnish proof of such coverage; if we are entitled to further claims for damages, they shall not be affected thereby.

10. PROTECTIVE RIGHTS

10.1 The Supplier ensures that no rights of third parties within the Federal Republic of Germany are violated in connection with and by its delivery.

10.2 Should third parties assert a claim against us due to the violation of any protective rights, the Supplier undertakes to exempt us from any such claims upon the first written request.

10.3 In case of claims for damages by third parties, the Supplier is entitled to furnish proof that the Supplier is not responsible for the violation of the third party's rights.

10.4 The Supplier's obligation of exemption extends to any expenditure incurred by us from or in connection with the assertion of a claim by a third party insofar as the Supplier fails to furnish proof that it is not responsible for the violation of duty that underlies the violation of the protective right.

10.5 The limitation period shall be 36 months as from passing of risk.

11. RESERVATION OF TITLE – PROVISION – TOOLS - CONFIDENTIALITY

11.1 Insofar as we provide parts to the Supplier, we reserve the title to these parts. Processing or transforming is effected for us by the

Supplier. If our reserved goods are processed with other items not belonging to us, we become co-owner of the new item in relation of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

This also applies to containers and packaging material provided by us.

11.2 Should the item provided by us be mixed with other items not belonging to us and if they cannot be separated, we become co-owner of the new item in relation to the value of the reserved property (purchase price plus VAT) to the other mixed items at the time of mixing. Should mixing be effected in a way that the Supplier's item is to be deemed the main object, it is agreed that the Supplier conveys a proportional co-ownership to us; the Supplier shall keep the goods held in sole ownership or co-ownership in custody for us.

11.3 The material provided by us is to be labeled clearly as our property and to be stored separately from identical or similar material. At our request, the Supplier is obliged to take stock at its own expense. The Supplier shall be liable for any detected deviating quantities falling below the defined quantities.

11.4 We reserve the title to tools. The Supplier undertakes to use the tools solely for production of the goods we order. The Supplier agrees to insure the tools we own at replacement value against fire, water damage, and theft at its own expense. At the same time, the Supplier assigns to us all claims of compensation out of this insurance policy already upon agreeing to these Purchasing Conditions. We hereby accept the assignment. The Supplier is obliged to execute in a timely fashion any required servicing and inspection as well as any maintenance and repair work on our tools at its own expense. The Supplier shall immediately inform us about any failures. If the Supplier fails to do so negligently, the Supplier shall be liable for any

damage arising therefrom. Tools we own in whole or in part shall bear our name permanently.

11.5 Should the security interests to which we are entitled according to Section (1) and / or (2) exceed the purchase price of all reserved goods not yet paid by us by more than 10 %, we are obliged to surrender the security interests at our discretion at the Supplier's request.

11.6 The Supplier agrees to treat all illustrations, drawings, calculations, and other documents and information strictly confidential. They shall only be disclosed to third parties upon our express written consent. This obligation of secrecy shall also apply after expiration of this agreement. However, it expires if and insofar as the production knowledge included in the disclosed figures, drawing, calculations, and other documents has become generally known or had already been known to the Supplier at the time of the notification in terms of Clause 1 which can be proven.

12. FINAL PROVISIONS

12.1 Any claims asserted against us can only be assigned upon our prior consent.

12.2 The law of the Federal Republic of Germany shall be applicable.

12.3 The place of jurisdiction shall be Cologne / Germany.

12.4 Unless stated otherwise in the purchase order, the place of performance shall be the registered office of the purchasing company.

12.5 We point out that personal data about the Supplier are saved in accordance with Section 33 BDSG [German Data Protection Act].

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