

Purchasing Terms and Conditions of viastore SYSTEMS GmbH

1. General, Scope

- 1.1 These purchasing terms and conditions are only applicable where the Supplier is an entrepreneur (the person acting in his or her commercial or independent professional capacity in concluding the contract), a legal entity or special fund under public law.
- 1.2 These Purchasing Terms and Conditions also apply to all future business with the Supplier.
- 1.3 These Purchasing Terms and Conditions apply exclusively; any terms and conditions of the Supplier to the contrary or in deviation to these terms and condition shall only be valid if **viastore** has expressly agreed to such in writing. These Purchasing Terms and Conditions shall also apply if **viastore** accepts the Supplier's delivery or pays for said delivery in the knowledge of the Supplier's conflicting or deviating terms and conditions.
- 1.4 Purchase orders, contract conclusions and call orders as well as any amendment and addendum to such must be made in writing. The written form requirement is also met if sent by remote data transmission or fax.

2. Offers, Offer Documents, Execution

- 2.1 **viastore** shall have the right to cancel the purchase order if the Supplier does not accept it from **viastore** within 2 weeks of receipt.
- 2.2 **viastore** shall retain the title and copyright to illustrations, drawings, calculations and other documents; they are to be kept strictly confidential and may not be made accessible to third parties without the express written consent of **viastore**; They are to be used exclusively for production on the basis of the purchase order; after completion of the order, they and all transcripts, copies, records or similar made by the Supplier must be returned to **viastore** with no further request.
- 2.3 The Supplier must comply with the latest generally accepted rules of technology, safety regulations and the agreed technical data for his deliveries or services.

3. Prices and Terms of Payment

- 3.1 The price stated in the purchase order is binding. Unless otherwise agreed in writing, the price includes delivery "free to door" including packaging. The return of the packaging requires a special agreement.
- 3.2 The statutory value added tax is not included in the price. The invoice must be sent to the postal address of **viastore** and must not be enclosed with the delivery. Invoices can only be processed if, as per the purchase order specifications, they include the purchase order number indicated therein; the Supplier bears the responsibility for any consequences arising from non-compliance with this obligation.
- 3.3 Unless otherwise agreed, payment of the invoice shall be made either within 14 days with deduction of 3% discount, within 30 days with deduction of 2% discount or within 60 days with no deduction. The period shall commence from the time upon receipt of both the invoice and the goods at **viastore** or upon the rendering of the services. Payment is subject to invoice verification. **viastore** shall have set-off and retention rights to the extent provided for by law.

4. Delivery Time

- 4.1 The delivery dates and delivery times indicated in the purchase order are binding.
- 4.2 The Supplier hereby agrees to notify **viastore** in writing without delay if circumstances arise or if such become evident, which would indicate that the delivery dates or delivery times cannot be upheld.
- 4.3 **viastore** shall have the right to assert claims to the extent provided for by law in the event of a delivery delay.
- 4.4 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of any claims **viastore** is entitled to due to the delayed delivery or service; this applies until payment is received in full of the compensation owed for the respective delivery or service.

5. Transfer of Risk, Delivery Address

- 5.1 Unless otherwise agreed in writing, delivery is free to door at the risk of the Supplier.
- 5.2 Deliveries by truck are only accepted from Monday to Friday from 7:00 AM to 3:00 PM.
- 5.3 Unless otherwise indicated in the purchase order, the following delivery addresses apply:

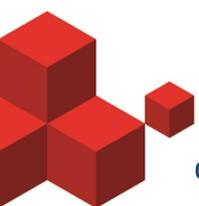
- a) Delivery to the Stuttgart Feuerbach plant:
For postal deliveries: Magirusstrasse 13, 70469 Stuttgart, Germany
For deliveries by truck: Stuttgart Feuerbach, Magirusstrasse 13 (Goods Receipt)
- b) Delivery to the Bietigheim-Bissingen plant:
For freight, express freight: Bietigheim-Bissingen Station
For postal deliveries: Seewiesenstrasse 8, 74321 Bietigheim-Bissingen, Germany
For deliveries by truck: Bietigheim-Bissingen/Württ., Seewiesenstrasse 8
- c) Delivery to Simon Hegele Gesellschaft für Logistik und Service mbH:
For postal deliveries: An der Tagweide 23, 76139 Karlsruhe
For deliveries by truck: An der Tagweide 23, 76139 Karlsruhe

6. Documents

The Supplier is required to indicate the **viastore** purchase order number and the item numbers exactly on all shipping documents and delivery notes. If omitted, delays in the processing are unavoidable, for which **viastore** shall not be held liable.

7. Checking for Defects, Liability for Defects

- 7.1 **viastore** is required to inspect the goods for any quality or quantity deviations within a reasonable period; any complaint shall be deemed timely, provided it is received by the Supplier within a period of 10 working days.



- 7.2 Insofar as the Supplier is responsible for a defect, which also includes non-compliance with a quality guarantee, the Supplier hereby agrees, at **viastore's** discretion, to either repair said defect or to replace the item. However, the Supplier may refuse the manner of subsequent performance chosen by **viastore** if such subsequent performance is only possible at a disproportionate cost. If a defect is remedied or in the event of a replacement delivery, the Supplier shall bear all expenses necessary for the purpose of remedying the defect or for item replacement.
- 7.3 **viastore** shall have the right to remedy the defect itself at the expense of the Supplier if there is a risk of delay or special urgency and it is thus no longer able to inform the Supplier of the defect and to set a deadline for its rectification.
- 7.4 **viastore** shall only have the right to cancel or to a reduction in price if the supplementary performance has failed. This is especially the case if the Supplier is not willing or able to provide the supplementary performance owed or if such performance is delayed beyond reasonable deadlines set in writing by **viastore** or if the Supplier refuses to carry out the subsequent performance.
- 7.5 Claims for damages remain expressly reserved; the same applies to claims for damages for non-performance.
- 7.6 Reciprocal claims of the contractual partners shall expire in accordance with the statutory provisions, unless otherwise specified below. Except in cases of malice, claims for defects shall be time-barred after three years, unless the delivered product was used in accordance with its customary use for a building, causing its defectiveness. If the delivered product was used in accordance with its customary use for a building, causing its defectiveness, claims for defects shall be time-barred after six years, except in cases of malice. The period of limitation shall begin in each case with the delivery of the contractual object or the acceptance thereof.
- 7.7 The period of limitation for claims based on a specific defect shall be interrupted by a written notice of defects from **viastore** until the removal of the defect. However, said interruption shall cease three months after receipt of the Supplier's written declaration that the defect has been remedied or that no defect was determined.

8. Product Liability, Indemnity, Liability Insurance Coverage

- 8.1 In the event that claims are asserted against **viastore** for product liability, the Supplier hereby agrees to hold **viastore** harmless from such claims if and inasmuch as the damage was caused by a defect in the Supplier's delivery. In cases of strict liability, however, this shall only apply if the Supplier is at fault.
- 8.2 The Supplier hereby agrees to carry product liability insurance with adequate coverage for personal injury/ property damage; this provision does not restrict any legal and/ or contractual claims of **viastore** against the Supplier.
- 8.3 If a defect in the delivery is the cause or partially the cause of the need for a recall, **viastore** shall inform the Supplier accordingly, while granting the opportunity to cooperate with regard to the content and scope of a recall, unless a special urgency makes it impossible to inform the Supplier or for the Supplier to cooperate. If said defect is the reason for a recall, the Supplier shall bear the costs of the recall.

9. Industrial Property Rights

The Supplier shall be liable for ensuring that no rights of third parties are violated in connection with its delivery, provided it was unaware of the existence of an opposing right or negligently had no knowledge of such. If claims are asserted against **viastore** by a third party for this reason, the Supplier hereby agrees in cases of liability to hold **viastore** harmless with respect to any such claims. The Supplier's obligation to hold **viastore** harmless relates to all expenses necessarily incurred by **viastore** arising from or in connection with claims by a third party.

10. Retention of Title, Provision of Material, Tools, Models, Confidentiality

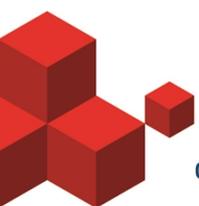
- 10.1 **viastore** reserves retention of title to any production materials such as drawings, models, tools, templates, jigs and the like provided by **viastore** to the Supplier. Processing or reshaping by the Supplier will be done on behalf of **viastore**. If the reserved goods are processed by **viastore** with other objects not belonging to **viastore**, **viastore** shall acquire co-ownership to the new object in proportion to the value of the processed object to the other processed objects at the time of the processing.
- 10.2 If the production materials provided by **viastore** are inseparably mixed with other objects not belonging to **viastore**, **viastore** shall acquire ownership to the new object in proportion to the value of the reserved goods to the other mixed objects at the time they were mixed. If the mixing is performed making the Supplier's item the main item, it shall be deemed agreed that the Supplier shall transfer co-ownership to **viastore**; the Supplier shall retain sole ownership or co-ownership on behalf of **viastore**.
- 10.3 The Supplier shall undertake to maintain strict confidentiality with respect to all illustrations, calculations and other documents and information received. They may only be disclosed to third parties if either the express consent of **viastore** has been provided or the disclosure thereof is required to satisfy the delivery obligation and the third party on its part is obligated by the Supplier to maintain confidentiality. This obligation to confidentiality remains applicable after this contract has been executed if and inasmuch as the specialist knowledge found in the illustrations, drawings, calculations and other documents has become general knowledge.

11. Cancellation of Payment/ Insolvency of the Supplier

If the Supplier suspends its payments, a preliminary insolvency administrator is appointed, insolvency proceedings are initiated against the Supplier, or if note or check protests against the Supplier exist, **viastore** shall be entitled to withdraw from the contract, either entirely or partially, or to cancel the contract with immediate effect, without any claims against **viastore** being derived from this. If **viastore** cancels a contract, the services provided until then will be invoiced at contract prices only to the extent that they can be used according to their determination by **viastore**. The damages accruing to **viastore** are considered in the invoicing process.

12. Payment of Minimum Wages

The Supplier assures **viastore** that with regard to the workers it employs, that it meets its obligations relating to the payment of minimum wages and of contributions to a communal scheme for parties to a collective agreement under the German Minimum Wage Act (Mindestlohngesetz, MiLoG) and the German Employee Assignment Act (Arbeitnehmerentsendegesetz, AEntG).



12.1 Subcontracts

The Supplier is only permitted to subcontract significant parts of the contract to other sub-tier contractors with the permission of **viastore**. For this purpose, the Supplier must obtain the express approval from **viastore** and prove the proper suitability of the Sub-tier contractor with corresponding documentation (e.g. reference lists, reference visits). In addition, it shall submit an Agreement with the sub-tier contractor/provider of hired labor that meets the regulations of this Item 12 for the minimum wage claims of workers. If the sub-tier contractor uses a sub-tier contractor/provider of hired labor on his behalf, the regulation from this paragraph shall apply accordingly.

12.2 Indemnification of Claims

The Supplier shall indemnify **viastore** of any and all claims lodged against the customer by the employees of the subcontractor or by employees of sub-tier contractor or by provider of hired labor or by joint bodies of the parties to a collective agreement under § 13 the German Minimum Wage Act (MiLoG) or § 14 of the German Employee Assignment Act (AEntG). Agreements under Paragraph 2 (Subcontracting) between the Supplier and its sub-tier contractors/providers of hired labor must also include a corresponding exemption declaration in favor of **viastore**.

12.3 Obligations to Furnish Proof

Upon request, the Supplier must provide evidence to **viastore** by submitting documentation that it has satisfied its obligations pursuant to (1) (payment of minimum fees) in the previous calendar year/ calendar quarter. Suitable proof shall include the certificate from an auditor stating that he audited the payroll accounting of the workers of the Supplier and that there was no evidence of a failure to comply with the obligations relating to the payment of minimum wages and of contributions to a communal scheme for parties to a collective agreement under the German Minimum Wage Act (Mindestlohngesetz, MiLoG) and the German Employee Assignment Act (Arbeitnehmerentendegesetz, AEntG). Should the auditing of all the payroll accounting prove excessive, appropriately designed, random sampling checks by the auditor shall be sufficient. If the Supplier uses sub-tier contractors or providers of hired labor according to §14 of the German Employee Assignment Act (Arbeitnehmer-Entsendegesetz, AEntG), the Supplier must submit the corresponding documentation for each sub-tier contractor and provider of hired labor.

12.4 Extraordinary Termination

If the workers of the Supplier or the workers of the sub-tier contractor or the provider of hired labor or joint bodies of the parties to a collective agreement lodge claims against the customer according to § 13 of the German Minimum Wage Act (MiLoG) or according to § 14 of the German Employee Assignment Act (AEntG) and if there is objective evidence demonstrating that the claims of the workers or the joint bodies of the parties to a collective agreement are justified, there is good cause for extraordinary termination without notice by the customer of the contract according to the will of the parties. The same shall apply if the Supplier does not meet his obligations according to (5) (Obligations to furnish proof) despite a reminder. The obligations under this clause 12 shall remain unaffected by such extraordinary termination without notice by **viastore**.

12.5 Notification Obligations

The Supplier must immediately inform the customer if it obtains knowledge of administrative offence or criminal proceedings due to non-compliance with the regulations of the German Minimum Wage Act (MiLoG) or the German Employee Assignment Act (AEntG) against him or by a sub-tier contractor/provider of hired labor. If it suspects that a sub-tier contractor or provider of labor is not meeting its obligations relating to the payment of minimum wages and of contributions to a communal scheme for parties to a collective agreement according to the German Minimum Wage Act or according to the German Employee Assignment Act (AEntG), it must inform **viastore** immediately.

13. Applicable Law, Legal Venue, Place of Performance

13.1 Ordering and delivery are subject solely to the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

13.2 The sole place of jurisdiction for all current and future claims from the business relationship with fully qualified merchants, juristic persons under public law or public special funds is the principal place of business of **viastore**. The same place of jurisdiction is applicable where the Supplier has no place of jurisdiction within this country, moves its domicile or usual place of residence out of this country after conclusion of the contract or its headquarters or usual place of residence is unknown at the time the action is brought. **viastore**, however, is also entitled to bring an action against the Supplier at its general place of jurisdiction.

13.3 Place of performance is the location at which the goods must be delivered pursuant to the purchase order.

