

# General purchasing conditions of BRITAX RÖMER Kindersicherheit GmbH

## 1. Tender

Vendors are to submit their tenders strictly in accordance with the request and should specifically annotate any deviations.

## 2. Order

Only written purchase orders are valid. Orders placed by any other means shall not become binding, before a written purchase order has been submitted. Orders by us shall be deemed placed in writing even if purchase orders or confirmations will be submitted via fax or by telegraphic means. Placed orders are to be confirmed by the vendor immediately.

Amendments made to placed orders will have to be confirmed in writing in order to be binding on us. Vendor terms and conditions deviating from our own shall only be considered binding on us if we have provided explicit written consent to such conditions.

## 3. Delivery time

The delivery time shall begin with on the date an order is placed. If a vendor should be in the situation of having to assume that timely delivery will not be possible as whole or in part, the vendor shall notify of such delay immediately stating the reasons and the projected delay time.

Absence of documentation required from us shall only be an acceptable reason for delivery delays by vendor if a proper demand to submit such documentation was forwarded to us, and has not been accommodated in due time.

Delivery delays vendor is responsible for shall entitle us to claim damages within the scope of applicable laws and regulations and to rescind the existing purchase agreement.

Force majeure, civil unrest, government interventions, strike, lockout and other interruptions of our operations within our reach or the reach of our suppliers that will cause stoppage or partial impairment to our operation or hinder our ability to transport goods ordered by us, shall relieve us from the obligation to take into possession such goods for the duration and the scope of such hindrances, if we are unable to remedy such hindrances or if the prevention and avoidance of such hindrances cannot be achieved by reasonable means.

Every delivery shall be accompanied by a proper delivery note. If a shipment should be split in parts, this shall be properly reflected on the delivery note.

## 4. Warranties

Vendor shall be obligated to deliver only goods that have passed a final QA inspection with respect to their materials-, labeling-and standards compliance. Our right to submit defect notices for obvious and hidden defects shall not be subject to any submission deadlines. Paying of invoices shall not mean our acknowledgement of a delivery being free of defects or confirmation of completed delivery. Hidden deficiencies shall entitle us to damages arising from expended materials and wages. If delivered goods should not be compliant with respective sales- and production samples, the agreed upon or regulated by law or trade-specific quality standards and/or the assurances made by the vendor, we shall be entitled to in our own discretion to demand the delivery of deficiency-free replacements, to rescind the purchase order or to reduce the purchase price. In urgent cases we will be entitled to have deficiencies removed at the vendor's expense, or, if such removal is not possible, to order replacement goods from other suppliers at vendor's expense. Our right to damages shall remain untouched by this rule. Deficient and returned goods shall remain stored and made available at our facilities for no longer than 2 weeks. After that period the goods shall be destroyed. Costs incurred by us in this process shall be borne by vendor. If no specific warranty agreements are made, the vendor shall provide a warranty for the delivered goods in compliance with applicable laws and regulations. If goods are being imported by the vendor, then vendor shall be liable for customs and taxes, for the compliance with the applicable import laws and regulations, and in case import restrictions are applicable the proper import license.

## 5. Patent infringement

Vendor shall be liable to ensure that his deliveries or the use of such delivered goods will not result in infringement of patents or other rights of third parties domestic and abroad.

## 6. Shipping

We reserve the right to determine the shipping route, type and conveyance. If materials are being sent in single-use transport packaging, it must be ensured that such packaging is made of recyclable materials. Generally however, we do prefer multiple-use transport packaging. If vendor delivers goods by means of their own transport, then vendor shall be obliged to remove the transport packaging of the previous delivery(-ies). If no other agreements are made, all deliveries shall be free of charge to us to Ulm.

## 7. Invoice and payment

Invoices must not be included with the goods delivered. Second and third copies must be clearly marked as such.

Invoices must show our purchase order number and order date. Payment terms start at the date the goods are received, on request, at the invoice date.

If no other agreements are made, payment terms shall be as follows: Net 30, or Net 10 3 %

Should the vendor offer payment terms more favorable to us on their invoice form, we shall be entitled to utilize such terms. The day we send the payment or the payment order to the bank shall be considered the payment date for purposes of payment term compliance. The choice of payment transfer venue shall be our prerogative. Demands against us arising from orders placed with vendors may not be assigned to third parties without our prior written consent.

## 8. Manufacturing equipment and tools

Manufacturing equipment such as models, templates, dies, calibers, drawings, print templates and similar items provided to vendor by us or manufactured by vendor to our specifications must not be sold, given as security or in any other way be made available to third parties without our prior consent. The same shall apply to items manufactured by using the aforementioned manufacturing equipment and tools. They must only be shipped to us if we have not given written consent to other forms of disposal. Upon processing and completing our orders, manufacturing equipment provided or manufactured for our orders at our expense is to be shipped to us without special request.

Items we have developed or improved in cooperation with the vendor may only be shipped to use.

Vendor is liable to take out insurance on these items against common risks.

## 9. Marketing collateral

Referring to a business relationship with us in marketing collateral requires explicit written prior consent by us.

## 10. Severability

If any of the regulations listed in these purchasing conditions shall be deemed null and void for any reason, the validity of the remaining regulations shall remain intact.

## 11. Duration of these purchase conditions

The purchase conditions listed herein shall endure all subsequent orders and for the duration of the business relationship. Modifications and amendments are only permissible in written form.

## 12. Place of performance - legal venue

Place of performance and legal venue shall be Ulm, unless otherwise agreed upon in writing. German law shall be applicable exclusively to all disputes arising from this contractual relationship directly or indirectly.