

TERMS AND CONDITIONS OF PURCHASE

Stand 09.2016

1. Scope of Application

1.1 The following terms and conditions of purchase shall apply exclusively. General terms and conditions of the supplier deviating from these shall only apply if they have been expressly confirmed by rpm in writing.

1.2 These terms and conditions of purchase shall also apply to all future transactions with the supplier.

2. Offer of the Supplier

2.1 The preparation of offers by the supplier shall be free of charge and shall not constitute any obligation for rpm.

2.2 The preparation of offers by the supplier shall be made in strict compliance with rpm's inquiry data. The supplier shall explicitly point out any deviations from the inquiry in writing. The same shall apply to deficiencies and/or ambiguities in transmitted data or other inquiry documents.

3. Conclusion of the Contract

3.1 Declarations of acceptance and orders require a written confirmation in order to be legally binding. Verbal orders or orders by e-mail as well as additional agreements and subsequent changes are only binding if they are confirmed in writing by rpm.

4. Order Prices

4.1 Contracted prices shall be understood as fixed prices free at destination excluding value added tax.

4.2 Any additional claims, including those caused for example by wage or material price increases or special conditions at the place of delivery, shall be excluded.

5. Delivery Period

5.1 Delivery and production periods shall be calculated from the date of the order. Agreed delivery and completion dates are fixed dates.

5.2 If the supplier is likely to be unable to meet an agreed delivery or completion date, he shall be obliged to inform rpm thereof without delay, stating the reasons and the expected duration of the delay. If the supplier violates this obligation, he shall be liable for the delay even if it is due to reasons for which he is not responsible.

5.3 If a contractual penalty has been agreed upon in case of delayed delivery or completion, rpm shall be entitled to claim the penalty despite acceptance of the performance even without a corresponding reservation until the final payment.

6. Warranty

6.1 In case of defective delivery, the statutory provisions shall apply, unless otherwise stated below.

6.2 Compliance with the contractually agreed specifications regarding the properties of the material to be used, the technical data, the design and/or presentation of the delivery item shall be expressly warranted by the supplier.

6.3 rpm shall notify the supplier of recognizable defects without delay, however, at the latest within 5 working days after acceptance of the delivery. rpm shall inspect the products delivered by the supplier for production purposes for conformity with the ordered products, quality deviations and externally recognizable damages as far as and as soon as this is possible in the ordinary course of business. The supplier shall waive any further incoming goods inspection at rpm. Hidden defects shall be notified to the supplier without delay, at the latest, however, within 5 working days after their detection. In this respect, the supplier shall waive the objection of late notification of defects.

6.4 Unless otherwise agreed by contract, the warranty period shall be 24 months, unless a longer period is stipulated by law.

6.5 As far as rpm as an automotive supplier commits to a longer or further reaching warranty towards its customers (usually also automotive suppliers or automotive manufacturers), the supplier shall also accept such a regulation against itself after notification.

6.6 If rpm's customers use a so-called reference market procedure or a similar procedure for the determination and settlement of warranty cases and assert warranty claims against rpm based thereon, this procedure shall also be applied to the supplier's delivery relationship with rpm after notification.

7. Inspections, Verification of Quality

7.1 rpm shall be entitled to inspect the supplier's plant and to conduct an audit on the basis of DIN ISO 9000 ff.

7.2 rpm reserves the right to inspect the delivery item already during production and/or before shipment at the supplier's premises.

7.3 The supplier shall ensure sufficient process, product and outgoing inspection.

8. Retention of Ownership

8.1 If a retention of the title of the supplier has been agreed upon for the delivery item, rpm shall be entitled to dispose of the goods within the scope of its business operations (in particular processing and resale).

8.2 If rpm provides parts to the supplier, the ownership of these parts is expressly reserved. Processing or transformation by the supplier shall be carried out for rpm. In case of processing or mixing rpm shall acquire co-ownership of the new item in proportion of the value of the provided item to the other processed items at the time of processing.

9. Producers Liability

9.1 In case rpm should be held liable for a defect of the goods delivered by the supplier due to producers liability, the supplier shall indemnify rpm from the liability resulting from the defect.

10. Terms of Payment

10.1 The supplier shall provide rpm with a complete and verifiable invoice for the total amount of the order, containing all required mandatory information.

10.2 Unless otherwise agreed, payment shall be made within 14 days after delivery and receipt of a complete and verifiable invoice with 3% discount or within 30 days net after receipt of invoice.

11. Confidentiality Clause

11.1 The supplier shall be obliged to keep confidential all information, data, drawings etc. made available to him by rpm regarding the subject matter of the contract and not to pass them on or make them accessible to any third party.

11.2 The supplier shall use the confidential information handed over to him by rpm according to 11.1 only for the fulfilment of the respective orders on the part of rpm.

12. Assignment of Claims

12. The supplier shall require the prior written consent of rpm for the assignment of claims against rpm to third parties.

13. Place of Performance, Place of Jurisdiction

13.1 Unless otherwise agreed, the place of performance shall be Helmstedt.

13.2 In case of any disputes arising from the contractual relationship, the local courts at rpm's place of business shall be competent. rpm shall, however, also be entitled to appeal to the courts at the supplier's place of business.

13.3 The law of the Federal Republic of Germany shall apply. The regulations of the UN Convention on Contracts for the International Sale of Goods are explicitly excluded.

Helmstedt, on 01 September 2016

Managing Directors:

Dr.-Ing. Dipl.-Wirtsch.-Ing. Klaus Kreutzburg

Dr.-Ing. Jörg M. Gerken

Dr. Claus Thomy

rpm rapid product manufacturing GmbH

Dieselstrasse 15

38350 Helmstedt

Registry Court: Amtsgericht Braunschweig

Registration Number: HRB 100719

VAT ID Number: DE 812245549

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