



General Conditions of Purchase and Special Conditions of Companies of the RÖSLER Group

A. General Conditions of Purchase

1. Scope

- (1) These Conditions of Purchase are subject of all orders by the companies of the RÖSLER-Group (hereinafter RÖSLER) and apply exclusively.
- (2) The RÖSLER-Group comprises the following companies:
 1. RÖSLER Oberflächentechnik GmbH
 2. RÖSLER Holding GmbH & Co. KG
- (3) Any conflicting or additional terms of the contractor is contradicted. They apply only when RÖSLER has expressly agreed to them or parts thereof in writing.
- (4) These Conditions of Purchase shall apply even if RÖSLER unconditionally accepts the services of the contractor while being aware of conflicting or deviating terms and conditions of the contractor.
- (5) These Conditions of Purchase also apply to all contractual relationships in the framework of a future business relationship, even if they are not expressly agreed for this purpose again.

2. Conclusion of the Contract

- (1) RÖSLER will send an order to contractor in writing. The written form is maintained even when delivery is through electronic data transmission. Verbal subsidiary agreements on the order are only binding if they are confirmed in writing by RÖSLER. This also applies to subsequent amendments and additions.
- (2) The order shall be deemed adopted, if contractor does not object to it within two working days (which are Monday to Friday, except holidays in the entire Federal Republic of Germany).
- (3) Should contractor assume the order only with deviations, such deviations are to be explicitly marked. The changed order or any order confirmation is considered as new offer. Moreover, contractor is obliged to notify RÖSLER in writing of amendments to the purchase order or the different order confirmation when compared to previous contract terms or catalogue details. A contract is concluded only after written acceptance of the amended terms by RÖSLER.

3. Compliance with the legal requirements/ notification of concerns/ import and export check

- (1) The contractor is obliged to comply with the state of the art and to comply with the applicable laws, rules, regulations, the Dodd Franc Act and the Global Compact of the United Nations as well as the requirements of the authorities.



- (2) If the relevant laws, regulations or the state of the art change between conclusion of contract and compliance and this affects the performance of the contract, contractor will promptly inform RÖSLER in writing about the change, and the associated schedule and cost-related consequences. RÖSLER will decide on the changes within an appropriate period. In the case of approval, the parties will meet a consensual settlement of the costs on the basis of the order and adapt the contract in writing. Should RÖSLER not accept the change, both parties shall be entitled to termination of the contract.
- (3) By submitting a bid the contractor confirms that he has reviewed the documents obtained in the course of the inquiry by RÖSLER and found them to be sufficient.
- (4) The Contractor ensures compliance with all the requirements and prohibited substances in accordance with the legal provisions that are valid for the European Union. (in particular: regulation concerning the registration, evaluation, authorisation and restriction of chemicals (REACH, EC no. 1907/2006)).

The Contractor also ensures compliance with the current limits of RoHS Directive (2011/65/U) in his deliveries. This also applies to products that do not fall within the scope of the Directive. The only exceptions are products that cannot be components of electronic products in any case.

- (5) Import and export check:

(a) Export Control and Foreign Trade Data Regulations

The Contractor shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations").

The Contractor shall advise RÖSLER after receipt of the order, with the order confirmation and the invoice - and in case of any changes without undue delay - of any information and data required by RÖSLER to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and - upon request of RÖSLER- the Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

(b) Reservation Clause

RÖSLER shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

4. Delivery terms

- (1) Unless otherwise agreed, deliveries shall be DDP (Incoterms® 2010) to the designated place of RÖSLER, including packaging.



- (2) Each delivery must be accompanied by a delivery note in duplicate. The delivery must be provided with the order, RÖSLER material and supplier number.
- (3) Before dispatch of the goods RÖSLER should be informed in writing on the value, weight as well as the date of dispatch.
- (4) The acceptance times for deliveries of goods can be refer in the RÖSLER Shipping instructions on our homepage at www.rosler.com in the current version.
- (5) Insofar the contractor provides samples, test reports, quality documents, manuals, CE explanations, schematics and drawings, spare / wear parts lists, general documentation or any other documentation, the completeness of the delivery and service is also subject to the delivery of these documents.
- (6) RÖSLER is not required to accept agreed partial deliveries or excess deliveries that are not contractually agreed. The same applies if the goods are delivered before the agreed date. RÖSLER may be entitled to return the goods at the expense and risk of the contractor or store at third parties.
- (7) If RÖSLER incurs costs as a result of the defective delivery of the subject matter, in particular transport, travel, labor or material costs, or costs for the incoming goods inspection that goes beyond the normal scope, the contractor shall bear these costs.

5. Performance time

- (1) The dates specified in the order are binding.
- (2) The contractor is obliged to inform RÖSLER immediately in writing if circumstances occur or become apparent, from which it follows that the agreed deadline cannot be met. The obligation to comply with the originally agreed terms shall remain unaffected.
- (3) In the absence of necessary documents to be supplied by RÖSLER, the contractor can only claim them if he has not received these documents within a reasonable period despite a timely written request

6. Default

- (1) In the case of exceeding the contracted hours, the contractor is in default without a reminder.
- (2) In case of default, RÖSLER is entitled to statutory claims. RÖSLER is especially entitled to claim damages instead of demanding service and/or rescind the contract.
- (3) Without prejudice to the right to make further default damages, 1% of the net order value applies as a penalty for each week started, but maximum of 5% of the agreed total net order value. The penalty may be claimed even after receipt of the service until the final payment, without the need for a reservation. The contractor shall be entitled to prove that no or negligible damage is incurred as a result of the default.



7. Transfer of risk

- (1) The risk passes to RÖSLER upon arrival of the goods at the business operations of RÖSLER.
- (2) This also applies if RÖSLER has assumed the costs of shipping in some cases due to a separate contractual agreement or the delivery is made "ex works".

8. Notice of defects

- (1) In the case of a purchase, which is a two-sided trading business for the parties, defects shall be claimed by RÖSLER from the contractor in time (within 10 working days of receipt of the goods), in case of hidden defects within 10 days after their detection.
- (2) For larger quantities, the investigations of the goods by RÖSLER are limited to spot checks. Defects that are not detected are considered hidden.
- (3) RÖSLER reserves the right to do incoming goods inspection as sampling inspection. If RÖSLER detects faults or defects within this sampling inspection on incoming goods, the supplier is obliged to do a 100%-inspection within 3 working days on request of RÖSLER to separate good parts from bad parts. If requested by RÖSLER this 100% inspection must be done at RÖSLER and the supplier has to use his own measurement equipment.
- (4) If the supplier does not fulfil this obligation to do an 100%-inspection according to 8.(3), RÖSLER reserves the right to do the 100%-inspection on his own and to charge the emerging cost to the supplier.

9. Claims for defects

- (1) RÖSLER is entitled to the legal claims for defects in full. Regardless of this, RÖSLER may demand remedy of the defect or deliver a defect-free product or the production of a new work as subsequent performance at its option. The rework is done in agreement with the contractor in consideration of the operational requirements of RÖSLER.
- (2) The subsequent performance by the contractor must be done within the EU or in a third country, if the object is outside Germany at time of the complaint and the return transport to Germany under objective criteria is out of the question. All costs associated with return transport of the object to Germany for remedying the defect shall be accepted in full by the contractor.
- (3) RÖSLER is entitled to remedy the defect by itself at the expense of the contractor, without the contractor will be given the opportunity to remedy if imminent danger or a special urgency is present.
- (4) In the case of the withdrawal, RÖSLER is entitled to continue to use the services of the contractor free-of-charge until a suitable replacement. In the event of withdrawal, the



contractor shall bear the costs of removal / disposal of return transport and is responsible for disposal.

- (5) Warranty claims become time-barred within 30 months. After 5½ years for items that are used for a building or for services for a building. The period begins with the receipt of services.
- (6) In case of not meeting the rework deadline or loss of interest of the supplier in the goods or rework, also additional expenses for covering purchases are to be replaced by the Supplier.

10. (Product) liability

- (1) The statutory liability provisions apply.
- (2) In the event that a claim is made by a customer or other third parties against RÖSLER due to product liability, the contractor is obliged to indemnify RÖSLER exempt from such claims if and to the extent the damage was caused by a defect of the product delivered by contractor. In cases of strict liability, however, this only applies if the contractor is at fault. If the contractor is responsible for the damage, he shall bear the burden of proof. In all such cases, the contractor shall bear the costs and expenses, including the costs of any legal action or recall. Moreover, the statutory provisions shall apply.

11. Waste disposal

If waste is produced during the performance of the contract by the contractor, the same shall recycle or dispose of it at its own expense according to the requirements of waste legislation, unless agreed otherwise in writing. Title, risk and the disposal regulation responsibility shall pass to the contractor at the time of waste generation.

12. Prices / accounting

- (1) The prices specified in the order are binding and - include all discounts, surcharges, packing, freight and duty costs - plus VAT and include all ancillary services required to fulfill the contract.
- (2) The invoices to be made in duplicate shall be sent upon fulfillment of the contract separately for orders to the billing address indicated in the order. Order numbers are to be indicated. All invoice documents are to be attached.
- (3) Invoices for partial services are to be provided with the notice of partial service invoice, final invoices with the note of pending service invoice.
- (4) Original invoices must not be attached to the goods.
- (5) General Price increases until the delivery time can be imposed only if they are provided in the contract.



13. Payment terms

- (1) Payments are due only after complete goods and invoice receipt and entry of the agreed delivery date.
- (2) Unless otherwise agreed, payments are due within 30 days of delivery and receipt of invoice less a 3% cash discount or within 60 days net.
- (3) Discount shall also be permitted if RÖSLER offsets or retains payments in a reasonable amount due to defects; the payment period starts after complete elimination of defects.
- (4) Payments shall not constitute recognition of the service as being in accordance with the agreement.
- (5) RÖSLER will only be in default if it is not paid on a timely reminder of the contractor which is made after the due date.
- (6) If advance payments are contractually agreed, these advance payments are only payable if RÖSLER has a guarantee of the contractor at a major German bank, credit union or public savings in the amount of the advance that secures these advance payments and is payable on first demand.

14. Offsetting / assignment

- (1) RÖSLER is entitled to offset all payment claims that a company of the RÖSLER Group asserts against the contractor against receivables from the individual orders.
- (2) If RÖSLER is entitled claims against other companies that belong to the same group as the contractor, RÖSLER is entitled to withhold payments until the claims against this company have been paid.
- (3) Assignments and other transfers of the rights and obligations of the contractor outside the scope of § 354 a HGB are excluded.

15. Right of use and property right

- (1) RÖSLER may use the contract including the underlying patent and other intellectual property rights without restriction in its division. This right of use also entitles to amendments to the contract and also covers illustrations, drawings, calculations, analysis, recipes and other works, which are manufactured or developed by the contractor in the course and the implementation of the contract. For the purpose of planting of replacement parts and spare parts as well as amending RÖSLER may leave documents to third parties.
- (2) The contractor guarantees that the rights of third parties, including its subcontractors to the granting of the right to use and does not preclude RÖSLER respect of all claims.



- (3) The limitation period for warranty obligation for the exemption of conflicting rights is 10 years from the conclusion of the contract.

16. Retention of title - Provision - Tools

- (1) If RÖSLER provides components to the contractor, RÖSLER reserves the right of ownership. Processing or transformation by the contractor is made for RÖSLER. If the reserved goods are processed with other objects not belonging to RÖSLER, RÖSLER acquires joint ownership of the new item in proportion to the value of the item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by RÖSLER is inseparably mixed with other items that do not belong to us, then RÖSLER shall acquire co-ownership of the new item created in the ratio of the value of the reserved item (purchase price plus value-added tax) to the value of the other mixed items at the time of mixing. If the mixing is such that the object of the contractor is to be regarded as the main item, it is agreed that the contractor transfers co-ownership to RÖSLER on a pro-rata basis and the contractor shall hold the sole ownership or co-ownership for RÖSLER.
- (3) If the contractor is contractually obliged to produce tools, the tools become the property of RÖSLER after successful completion of payment of the production costs. If the tools to produce parts remain with the contractor, the transfer of the tool is replaced by the fact that the contractor owns the tools for RÖSLER and RÖSLER obtains the indirect possession. The tools are left with the contractor by RÖSLER only for production purposes. RÖSLER is entitled to demand the tools from the contractor. Arrangements referred to in paragraph 4 shall also apply.
- (4) RÖSLER reserves the ownership of the tools provided to contractor. The contractor is obliged to use the tools exclusively for the manufacture of goods ordered by RÖSLER. The contractor is also required to insure the tools belonging to RÖSLER at his own expense against fire, water damage and theft. At the same time the contractor assigns RÖSLER now all claims for compensation under this insurance; RÖSLER accepts the assignment. The contractor is obliged to promptly carry out any necessary service and inspection work and all maintenance and repair work on the tools of RÖSLER at his own expense. He has to report any faults immediately to RÖSLER; if he fails to do so culpably, claims for damages shall remain unaffected.
- (5) If the security rights to which RÖSLER is entitled to pursuant to paragraph (1) and/or paragraph (2) exceed the purchase price of all reserved goods unpaid of RÖSLER by more than 10%, RÖSLER is obliged to the release of the security rights at its discretion upon the contractor's request.
- (6) All documents submitted by RÖSLER remain the property of RÖSLER. They may not be disclosed to third parties and are to be fully automatically returned to RÖSLER after execution of the contract. Third parties are not special experts and sub-contractors appointed by the contractor, if they have undertaken to maintain confidentiality in the same way to the contractor. The contractor shall be liable for all damages arising to RÖSLER from the violation of this obligation.

17. Confidentiality and Data Protection



- (1) The contractor`s is obligated to full confidentiality of all information it receives in performing the contract. This does not apply to information that was already known to the Contractor upon receipt or of which he has otherwise been made aware (eg from a third party without any confidentiality or through their own independent efforts).
- (2) The Contractor is required to comply with the legal provisions concerning data protection, including the written commitment of employees to § 5 BDSG. He also impose this obligation to all persons authorized by him with the execution of the contract.

18. Publishing / advertising

Evaluation or disclosure of the existing RÖSLER in publications or for promotional purposes is permitted only with the express prior written consent of RÖSLER.

19. Miscellaneous

- (1) The place of performance is that specified by RÖSLER. Place of payment is the headquarters of RÖSLER.
- (2) Only the law of the Federal Republic of Germany with the exception of conflict of laws, or the United Nations Convention on Contracts for the International Sale of Goods (CISG) for the contract. The above agreements on para. 3 remain unaffected thereof. (5), so that the legal provisions listed there (para. 3 (5) are valid in this context.
- (3) Changes / additions to the purchasing conditions, including changes in the written form, must be in writing.
- (4) If the contractor is an entrepreneur (§ 14 BGB), and/or merchant within the meaning of the Commercial Code, a legal entity under public law or public law special fund, it is agreed that only competent for disputes arising from the underlying contractual relationship for the seat of RÖSLER court may be called, that has jurisdiction. In addition, RÖSLER has the right to sue in the court that has jurisdiction for the domicile of the Contractor.
- (5) If any provision of these Terms is invalid or void or unenforceable, or objectively, the remaining provisions shall nevertheless remain effective. The parties agree that in the way of negotiating the invalid, ineffective or unenforceable contract term objective is to be replaced by an agreement, which comes closest to the meaning.
- (6) The Roesler Oberflaechentechnik GmbH is governed by a strong commitment to sustainability and pursues an energy management in compliance with ISO 50001. This standard guides Roesler in the selection of all purchased products and services. The suppliers commit themselves and their sub-suppliers to manufacture their goods with the least amount of energy usage and to conduct themselves in an environmentally and socially responsible manner, especially with regard to natural resources. This applies to the complete supply chain, beginning with the selection of raw materials and extending to the energy efficient and environmentally responsible manufacturing and



handling of the goods, their packaging and transport, their use and ultimate waste disposal.

B. Special conditions for plant, factory supply and service contracts

1. Field of application / deviations

- (1) These special conditions apply in addition to the general conditions of purchase of the RÖSLER Group companies in case of the presence of a factory, factory supply or service contract.
- (2) The receipt of the goods described in the general conditions will be replaced in the event of a work or works supply contract by the acceptance of the goods and in the case of a service contract through the provision of services.

2. Change in services

- (1) Contractor notifies RÖSLER in writing immediately of any amendments / extensions of the scope of the contract, whose necessity becomes recognisable only upon contract execution. The amendments / extensions shall be effective only upon written consent RÖSLER.
- (2) Change requests by RÖSLER will be reviewed by the contractor within 10 working days for possible consequences and the notify RÖSLER of the result in writing. In this case, impacts on the cost and the time and schedule are to be particularly pointed out. RÖSLER decides to carry out the changes; the parties shall adapt the contract in writing accordingly.

3. Use of sub-contractors

- (1) The involvement of sub-contractors requires the prior written consent of RÖSLER.
- (2) If the contractor uses sub-contractors without the prior written consent, RÖSLER has the right to withdraw from the contract and/or claim damages.

4. Notice of concerns

- (1) The contractor is required to notify RÖSLER objections to the proposed method of execution or against the performance of other business writing.

5. Exchange of personnel

- (1) RÖSLER is entitled to claim substitution of the staff for good cause. This is especially true when doubts about the necessary experience and / or qualifications exist, or safety / environmental regulations are not observed. The contractor undertakes, in this case immediately to ensure qualified substitute. The agreed dates remain unaffected.

- (2) Substitution of personnel by the contractor is subject to the approval by RÖSLER.
- (3) All costs associated with a change of personnel shall be borne by the supplier.
- (4) A reasonable training period will be provided to the staff free of cost.

6. Entering the factory premises

- (1) Entry into the factory premises is to be registered in time.
- (2) The instructions of the professional staff of RÖSLER are to be followed.

7. Acceptance

- (1) In the case of a work or works delivery contract RÖSLER will accept the goods within a reasonable period.
- (2) The acceptance may also be denied due to minor defects.
- (3) Moreover, the statutory provisions shall apply.

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