

Conditions of Purchase for ISOLITE GmbH

I. Ordering

1. These conditions of purchase are applicable to
2. our orders; contradictory sales and delivery conditions of our suppliers also do not apply to us if we do not expressly contradict these conditions.
3. Our orders are legally binding for both parties if they are issued on our order forms and immediately confirmed by the suppliers on our form "acceptance of order". If the acceptance of order is not mailed to us within ten days after the receipt of our order, we reserve the right to withdraw the order.
4. Communication between ISOLITE and their suppliers takes place in German.

For suppliers with a registered office outside of the German-speaking region, communication is to take place in English unless otherwise agreed.

II. Offers

1. Offers made to ISOLITE GmbH must be prepared in writing without cost in line with sec. 126, 126 a *BGB* [German Civil Code]. In general, they are to be composed in German or English.

If the offer is made on the basis of a request, the bidder is asked to not deviate from the requirements of ISOLITE GmbH. Possible deviations are to be expressly indicated. The bidder is free to submit special proposals and alternative offers.

III. Conclusion of Contract

As a rule, a conclusion of a contract with ISOLITE GmbH is made in writing.

IV. Delivery – Acceptance

1. The delivery must be carried out in performance, extent and classification of the order and correspond to our delivery schedule and be carried out on schedule; for quantities, dimensions and weight, the values determined by us during the receiving inspection are decisive. We are not obligated to accept part and excess deliveries that have not been arranged.

If a regular business relation exists with the supplier in which orders are effected on the basis of a call-off, the following applies: a call off is binding no later than when the supplier does not object in writing; for just-in-time delivery within 3 working days, for other deliveries within 10 working days (at the ordering work) since receipt. The supplier is to keep in reserve the necessary capacities in order to fulfil the quantities including quantity forecasts (for maximum 6 months from the transmission date of the call-off). When not otherwise regulated, call-offs have a production release for 4 weeks from the transmission date of the request as well as a material release for a further 12 weeks. In addition, the call-off only constitutes a non-binding forecast.

2. If the agreed delivery dates are not fulfilled, the supplier must within the framework of the legal conditions replace the damages caused by the delay. If deadlines are missed repeatedly, we are entitled to withdraw from the contract. The same applies with regards to suspension of payments as well as in the case of application or opening of a comparison or an insolvency procedure or carrying out extra-legal insolvency proceedings.

3. Natural disasters, unrest, official measures, transport interruptions, strikes, lockouts and other breakdowns in the area of our business or our suppliers' businesses that lead to a cessation or restriction of our production or prevent us from transporting the goods ordered, release us from our obligation to take over the goods for the duration and extent of their effect, as long as we are unable to prevent these disruptions or if aversion of them is not possible by reasonable means. Claims of the suppliers on return or compensation are excluded in these cases. When transportation is obstructed, the supplier is to keep the goods until acquisition or duly store them for us at their own cost and risk.

V. Identification of delivery

All goods must be marked in accordance with our latest logistics guidelines. In the case of non-compliance ISOLITE GmbH reserves the right to refuse and to send back at the expense of the supplier.

VI. Quality assurance

The customer is entitled to inform itself of the contractual performance of services during current production, have access to performance and test documents, to take part in component testing in the supplier plant and to demand all information and documents that are connected to compliance with the deadline and the quality required.

VII. Warranty service

The supplier guarantees that the products that are to be delivered fulfil the current provisions of standards and drawings and that they are produced according to the requirements of quality assurance. This is to be determined by means of test certificates. The test certificates concerned are part of the scope of supply. In the case of a guarantee claim the customer may receive, according to their choice, either free repair or replacement delivery of the defective contract items.

VIII. Defective deliveries – liability for defects

1. The supplier assumes responsibility to only deliver such goods which have been subject to a final inspection regarding their material, design and standard performance.
2. For the raising of complaints regarding defective goods, we are not bound by compliance with deadlines, neither for more evident nor for more concealed mistakes. Concealed defects entitle us to demand replacements for uselessly spent materials and wages.
3. In extreme cases, we are authorized to eliminate shortcomings to costs and danger of the supplier or, if that is not possible, to stock up with another supplier at the expense of the supplier.

4. The supplier undertakes to fulfil the legal and official requirements of the exporting country, importing country and the country of destination named by the customer- if communicated by ISOLITE.

5. As long as nothing in particular has been agreed with regards to the liability for defects, the supplier assumes liability for the freedom from defects of their deliveries in accordance with legal requirements.

6. Goods that are not delivered according to the contract will be returned at the cost and the risk of the supplier. Goods that are returned remain our property until such time as a compensation shipment is delivered or until equivalent value compensation. If the deliveries are repeatedly carried out in breach of the contract, we are entitled to withdraw from the contract.

7. ISOLITE GmbH reserves the right to a processing fee of at least 250.00 euros for every type of defect (quantity, quality, etc.) to the delivered goods.

IX. Third party property rights

The supplier is liable to ensure that through their delivery and its use by us no patents or other property rights of third parties at home or abroad are infringed.

X. Contracting of third parties

Transfer of the contract or parts of it to third parties by the suppliers requires the prior written consent of ISOLITE GmbH.

XI. Shipping – Costs – Transfer of risk

We reserve the right to determine the dispatch route and the shipping method as well as the means of transportation and the type of packaging. As long as nothing else has been agreed, the deliveries are to be carried out FOR/FOT. For all trade terms the INCOTERMS are applicable in the current version of the concluded contract.

XII. Distribution documents

Shipment of goods is to be made with the use of the delivery notes provided by us or with the suppliers' self-printed shipping notes of the automotive industry. The delivery notes are to be completed fully and possible instructions issued by us are to be observed. For every consignment, a delivery note is to be submitted and if nothing else is agreed, an invoice is to be submitted for every delivery note.

XIII. Invoices, Payment and Prices

Invoices in paper form should be sent to the following address:

ISOLITE GmbH

Industriestr. 125

67063 Ludwigshafen

Digital invoice dispatch is to be made to: rechnungen@isolite.de

The invoices are to be submitted by quoting the auditable order number, request number, purchaser at ISOLITE GmbH and account assignment. All necessary invoicing documents are to be attached. Sales tax is to be shown separately.

The appropriate term of payment always depends on invoice receipt at ISOLITE GmbH.

Payment is made, as long as nothing else has been agreed, within net 90 days. The type of payment is entrusted to us.

Transport, shipment, packaging and insurance costs are to be included in the stated price, as long as nothing has been agreed otherwise.

XIV. Means of production

Means of production such as models, patterns, dies, tools, teachings, drawings and similar, that are provided by the supplier or that are manufactured by the supplier according to our information may not be sold, pledged or otherwise transmitted to third parties or used by third parties without our consent.

The same applies for the items produced with help of these means of production; they may only be delivered to us as long as we have not declared ourselves to be agreeable to a different use in writing.

All tools and devices are to be produced in such a way that they can be used at any time on the ISOLITE GmbH machine park. This is a prerequisite for a later acceptance. Any costs for changes due to non-compliance of the tools are born by the supplier.

After processing of our orders, the means of production that were set by us or that were manufactured for our account are to be sent back to us without special request.

Items that we have developed in cooperation with the suppliers, are to be delivered exclusively to us.

XV. Trade secret

1. The supplier is obliged to deal with our orders and all commercial and technical details relating to this as a trade secret.

2. ISOLITE GmbH reserves their ownership and copyright for illustrations, drawings, calculations or other documents as well as models and patterns.

3. Without express consent from ISOLITE GmbH these may not be made accessible to third parties. They are to be used solely for the fulfilment of the concluded contract and are to be returned, unsolicited, to ISOLITE GmbH after the performance of the contract.

XVI. Severability

If one or more of the provisions in this contract or referenced in this contract are or become unenforceable, the validity of the remaining conditions and the validity of the contract itself is not affected.

As of December 2019