



## General Terms and Conditions of Purchase of G. BEE GmbH

### I. Scope

- (1) The following terms and conditions will apply to our orders and contracts.
- (2) Our terms and conditions of purchase have exclusive validity. We will accept terms and conditions of the vendor contrary to the latter or deviating from them only by written consent. Our terms and conditions of purchase even will prevail if we accept knowingly, i.e. being aware of terms and conditions of the vendor contrary to our terms and conditions of purchase or deviating from them, the delivery of the vendor without any proviso. Our objecting to this occurrence will not be required.
- (3) Our terms and conditions of purchase only will apply to enterprises, legal persons of the public law or of any special assets governed by public law in the meaning of § 310, par. 1 of the German Civil Code.

### II. Order

- (1) Only orders with a written signature will be legally binding. Electronically processed orders also will be valid without signature. Amendments to the contract must be confirmed in writing in order to be legally binding.
- (2) We reserve the right to cancel contracts and orders if we will not receive within 14 days after receipt of our order an order acknowledgement. A separate setting of a deadline will not be necessary.

### III. Transmitted Documents

- (1) We will maintain the property and the copyright to all documents transmitted to the vendor and linked to the order placement (e.g. calculations, drawings). This documentation must not be imparted to third parties, unless with our express and written consent. It has to be used exclusively for the manufacture based on our order and must be kept secret to third parties. The commitment to secrecy will continue even after termination of this contract. It will expire when and as far if the manufacturing know-how contained in the transmitted documents has become public domain. To the extent at which we may request the return of the documents, they shall be sent back by the vendor on his expense within a fortnight upon notification of such a request.
- (2) Quotations and sample shipments shall take place without any cost for BEE and without commitment.



## IV. Pricing and Payment

- (1) The price indicated in the order will be binding. Unless a written agreement to the contrary exists, the price will be understood for delivery "free domicile", including customary packing in accordance with the packaging regulations. The return of the packing will require a special agreement.
- (2) The prices agreed upon are fixed prices without VAT. The VAT will be declared separately and invoiced as per the valid rates applicable at the time of delivery and acceptance.
- (3) Agreed prices also will be valid for follow-up orders and subsequent deliveries, unless new prices have been agreed upon for these occurrences. Price changes shall be notified to the orderer at least 8 weeks before coming into effect and thereafter only will become effective having been confirmed in writing by the orderer.
- (4) We only will be able to process invoices if they include, in accordance with the requirements of our order, the therein indicated order number. The vendor will be responsible for all consequences caused by non-observance of this obligation, unless he will prove that they are not attributable to him.
- (5) If nothing to the contrary has been agreed upon in writing, we will settle the purchase price within 10 days with a discount of 3%, within 14 days with a discount of 2% or net without any discount within 30 days after receipt of invoice. In case of invoices received before delivery of the ordered goods, the date will be calculated starting from the day of the delivery of the goods.
- (6) Our right to compensation and retention will be governed by law.
- (7) The assignment and pledging of claims of the vendor against BEE in favour of third parties is excluded, unless the vendor due to an "extended reservation of ownership" agreed with the upstream supplier is under obligation to assign this claim to the upstream supplier.

## V. Delivery/Time of Delivery

- (1) The time of delivery indicated in the order is binding. The vendor shall inform us immediately in writing, indicating the reasons, if circumstances occur or come to his knowledge from which it results that the delivery time indicated in the order or confirmed by the order acknowledgement respectively cannot be kept. Basically changes in the time of delivery **require notification in writing.**



- (2) The vendor will be responsible completely for the procurement of the sub-supplies and services required for the supply, even if any incompliance may not be his fault (complete assumption of the procurement risk).
- (3) In case of late delivery, we will be entitled to the legal claims. In particular we will be entitled, after unsuccessful expiration of an adequate period of time, to claim for damages instead of the service and to require the rescission of the contract. If we claim for damages, the vendor will be entitled to prove that the violation of his duties is not attributable to him.
- (4) The shipping address indicated in the order will apply to deliveries.
- (5) Orders only shall be delivered completely, unless BEE will agree, from case to case, to partial deliveries. Advance deliveries only shall be carried out with previous consent of BEE.
- (6) If nothing to the contrary has been agreed upon, the delivery shall take place free domicile. In this case the shipping risk will be to the account of the vendor.
- (7) A delivery-note with our order number and information on quantity and designation of the components shall be enclosed with each shipment. Furthermore the number of shipping units, integrating the shipment, shall be indicated. In case of several shipping units, the package must be clearly marked in the delivery-note. If the vendor fails to do this, delays in processing will not be our responsibility.
- (8) The packaging regulations shall be applied to the shipping packages. We reserve the right to return packing materials which do not correspond to the package regulations, freight collect, to the vendor. If the vendor is affirmative regarding the observance of the package regulations, the burden of proof will be upon him.
- (9) If the goods are imported by the vendor, the latter will be responsible for the proper customs declaration and payment of all applicable taxes as well as for the observance of the valid import regulations and, in the case of import limitations, for the existence of a valid import license.



## VI. Quality Assurance

- (1) The vendor shall observe the technical regulations applicable to his supply as well as the applicable DIN standards and constantly inspect the quality of his products. In the case of a product being ordered the first time, the series manufacture only shall start after a sample has been checked and released by us. The release will take place in writing by means of a first sample test report.
- (2) A modification of the scope of supply, in deviation from our order, will require our previous written consent.
- (3) All inspection documentation of the vendor regarding the scope of supply shall be saved according to the statutory regulations and handed over to us on request.

## VII. Nonconformity Inspections/Liability for Defects

- (1) The acceptance will take place subject to the result of an inspection of an adequate random sample with regard to correctness and suitability of the scope of supply. At any rate the vendor shall prove that he has properly packed the goods for delivery or forwarded for shipment.
- (2) We shall inspect the goods within an adequate period of time with regard to possible quality and quantity deviations. A respective claim will be considered made in time if received at the vendor within 5 workdays, starting from the arrival of the goods or, in the case of hidden defects, the moment when the discovery takes place.
- (3) We are entitled to the complete legal compensation for any defects. At any rate we will be entitled to claim from the vendor, to our discretion, the elimination of the defect or the supply of new goods. The entitlement to claim damages, in particular the right to be compensated instead to get a new delivery, is expressly reserved.
- (4) We will be entitled to carry out ourselves, at the expense of the vendor, the elimination of any defects in case of an imminent danger or in urgent cases.
- (5) At applicability of § 438 1 no. 3 of the German Civil Code, the statute of limitation will amount to 36 months after transfer of risks. In all other cases the statutory regulations will apply.



## VIII. Product Liability

- (1) As far as the vendor is responsible for a damage to the product, he shall exempt us from the claims for damages of third parties to the extent at which the cause has been located in his area of control and organization and he himself will be liable in relation to third parties.
- (2) Within the scope of his liability for damages in the meaning of paragraph (1), the vendor also shall reimburse possible expenses acc. to §§ 683, 670 of the German Civil Code or acc. to §§ 830, 840, 826 of the German Civil Code which may result by or in connection with a callback implemented by us. We will inform the vendor as far as possible and reasonable on the contents and extent of the callback measures to be implemented and give him the opportunity to comment on this. Other statutory claims will not be affected.
- (3) Moreover the product liability law (ProdHaftG) dd. 15-12-1989 as well as the CE directives dd. 27-05-1985 will apply. Amendments to the ProdHaftG or to the CE directives will be adopted without special advance notice.

## IX. Property Rights/Rights of Third Parties

- (1) The vendor will guarantee that in connection with his supply no rights of third parties within the Federal Republic of Germany will be violated.
- (2) In the case of claims of third parties against us in this respect, the vendor shall hold us harmless from such claims upon first written request. To the extent this is done we will not be entitled to enter any agreement with the third party without the consent of the vendor, in particular to enter a settlement agreement. We only will be obliged to a clarification of an alleged violation of the law by the courts of law if the vendor will pledge in advance the reimbursement of the litigation costs to be expected.
- (3) The obligation of the vendor to hold us harmless refers to all expenses which we will have to face necessarily due to the claims put forward by a third party.
- (4) The statute of limitation amounts to ten years, starting from signing the contract.



## X. Reservation of Ownership - Provisions - Tools

- (1) In case we will provide components to the vendor, we will reserve the ownership to them. Processing or transformation by the vendor will be carried out for us. If the goods for which we claim the ownership will be processed or mixed with other objects which do not belong to us, we will acquire the co-property to this new scope of supply in proportion to the value of our scope of supply (purchase price plus VAT) referred to the other objects at the time of the processing or transformation. If the processing/transformation will take place to the extent that the scope of supply of the vendor has to be considered as the core part of the scope of supply, it is taken as granted that the vendor will pass on to us the proportionate co-ownership. The vendor will guard the exclusive ownership or co-ownership for us.
- (2) We reserve the right to tools. The vendor shall use the tools exclusively for the manufacture of the goods ordered by us. The vendor shall insure the tools belonging to us at his own expenses at their replacement value against damage by fire, water and theft. At the same time the vendor will assign to us all compensation claims due to this insurance. We hereby do accept this assignment. The vendor shall carry out in time any necessary maintenance and inspection work on our tools as well as any repairs at his own expense. He shall notify us immediately of any incidents. If he fails to do so by his fault, he will be liable for all consequences caused by his behaviour.
- (3) As far as the security interests we are entitled to acc. to par. (1) will exceed the purchase price of all our not yet paid goods subject to retention of title by more than 10%, on request of the vendor we shall release the security interests as per our discretion.

## XI. Final Provisions

- (1) The law of the Federal Republic of Germany will apply to this contract and all legal relationships of the parties. The clauses of the UN purchase right (CISG) will not apply.
- (2) The exclusive place of jurisdiction for all disputes arising from this contract will be our registered office. If nothing to the contrary results from the order, our registered office will be the place of fulfillment for supplies, services, payments as well as any other obligations of both parties.



- (3) Amendments or supplements to this contract shall be agreed upon in writing.

Place of jurisdiction: District court of Besigheim or regional court of Heilbronn

Freiberg am Neckar, 26-07-2012

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