



Tira GmbH
Eisfelder Straße 23/25
96528 Schalkau
Phone: +49 36766/280-0

TIRA GmbH Standard Terms of Purchase

1. Scope

1. These Standard Terms of Purchase apply to all business dealings between TIRA GmbH (hereinafter referred to as "TIRA") and the supplier even if not expressly referred to in subsequent contracts. They apply accordingly to work performance and services. In the place of the acceptance of the delivered products, acceptance of the work applies to work performances and acceptance of the service in the case of services.
2. Contrary, additional or other standard terms on the part of the supplier at variance with these Standard Terms of Purchase do not become part of the contract except in cases where TIRA has consented thereto in writing. These Standard Terms of Purchase likewise apply even if TIRA accepts a delivery from the supplier without reservation with knowledge of its contrary, additional or different terms and conditions.
3. Additional or different agreements with regard to these Standard Terms of Purchase which are entered into between TIRA and the supplier for purposes of performing a contract must be set out in writing. This also applies for the abrogation of the requirement of written form.
4. Rights to which TIRA is entitled in addition to these Standard Terms of Purchase pursuant to statute or other agreement remain unaffected.

2. Conclusion of a contract and contract amendments

1. An order is only then binding if issued in writing by TIRA or, in the case of an order placed orally - in particular telephonically or using other means of communication - has been properly confirmed in writing by the supplier. An order prepared with the assistance of an automated system, where signature and an indication of the name are lacking, applies in writing. Silence on the part of TIRA in response to quotes, requests or other statements from the supplier is only deemed to constitute acceptance to the extent agreed in writing. An order is not binding on TIRA to the extent it contains obvious mistakes or typing or computational errors.

2. Quotes, drafts, samples and patterns from the supplier are at no cost to TIRA. Upon request by TIRA, they must be immediately taken back by the supplier at its own cost and expense.
3. Prior to conclusion of a contract, the supplier must inform TIRA in writing in the event the products ordered are subject to export controls or other restrictions on marketability pursuant to regulations applicable in the Federal Republic of Germany. In the case of improper information, in particular a failure to provide information, incorrect, incomplete or untimely information, TIRA is entitled to revoke the contract following expiry without result of a reasonable amount of additional time provided by it regardless of fault on the part of the supplier. The foregoing likewise applies accordingly in the event the products are subject to export controls or restrictions on marketability. This is without prejudice to additional remedies on the part of TIRA.
4. The supplier is required to immediately, at the latest within one week of receipt of the order, issue a written order confirmation in which price and delivery date are expressly indicated. Differences between the order confirmation and the order are only then deemed to have been agreed if confirmed in writing by TIRA. The same applies with respect to later contract amendments.
5. Order confirmations, shipping notes, consignment notes, bills of delivery, invoices and other correspondence from the supplier must include order data, in particular order number, order date and supplier number.
6. In the event it becomes apparent during the performance of a contract that deviations from the originally agreed specifications are required or appropriate, the supplier must immediately inform TIRA thereof in writing and provide suggested changes. TIRA will inform the supplier whether and which changes it must make in relation to the original order. TIRA is entitled to change an order at any time, in particular with regard to the composition of the products. In such cases, the supplier must be provided a reasonable period to make the required changes in production. If the expenses to be incurred by the supplier in connection with performing the contract change as a result of such a change, the parties shall negotiate a corresponding adjustment to the price. In the event agreement is not reached with regard to a price adjustment within eight weeks of written demand for negotiations, TIRA is entitled to terminate the contract without need to comply with a notice period.
7. If the supplier submits an application for the commencement of insolvency or comparable proceedings with regard to its assets or if a legitimate application for the commencement of insolvency or comparable proceedings with regard to the supplier's assets on the part of

a third party is denied due to insufficient assets, TIRA is entitled to revoke the contract in whole or in part.

3. Packaging, shipment, delivery and acquisition of ownership

1. The supplier must comply with guidelines from TIRA applicable to the shipment of products, in particular the respectively applicable transport, packaging and delivery guidelines. Shipment must be made in packaging appropriate to the type of product. In particular, the products must be packed in such a manner so as to avoid damage whilst in transit. Packaging materials must only be used to the extent necessary to accomplish this end. Only environmentally-friendly, recyclable packing materials may be used. For purposes of offsetting disposal costs which are incurred, the supplier must pay a flat fee equal to 0.3% of the net order value for each respective calendar quarter in each case at the end of each calendar quarter. Re-usable packaging materials may only be used with the prior written consent of TIRA. The supplier must label the packaging with the size of the delivery, the article and material numbers, the delivery quantity, the production date as well as the order data, in particular order number, order date and supplier number.
2. Immediate notice of shipment must be provided. To the extent agreement is made that TIRA is to assume the costs of shipment, such agreement is deemed only to apply to the least expensive form of transport even if it should be necessary to select a faster means of delivery in order to comply with delivery dates and deadlines. All shipments must be accompanied by a bill of delivery indicating the size of the delivery, the article and material numbers, the delivery quantity, the production date as well as the order data, in particular order number, order date and supplier number.
3. In the event a VAT-exempt shipment is possible, the supplier must provide the necessary documentation to the extent the documentation may be ascribed to the supplier's area of responsibility. In the case of deliveries within the European Union, without being asked, the supplier must provide its VAT identification number, document its status as an entrepreneur and assist in the production of vouchers and books for the purpose of providing evidence of export.
4. Deliveries may only be made during business days during normal business hours Monday to Thursday between 7:30 am and 12:00 am as well as between 12:45 pm and 16:30 pm and Fridays from 7:00 am to 12:30 am. The supplier shall indemnify and hold TIRA harmless from all claims asserted by third parties in relation to deliveries outside of these times unless the supplier is not responsible for delivery outside of normal business hours.

5. The supplier must comply with the Gefahrstoffverordnung [German Hazardous Substances Ordinance] (GefStoffV) when making deliveries, in particular, it must pack and label the products accordingly and make express reference to the hazardous substances in the bill of delivery.
6. Ownership of the products passes directly and free of encumbrances to TIRA upon handover. The supplier warrants that it is authorised to sell and transfer ownership of the products.

4. Delivery dates

1. Delivery dates or deadlines indicated in the order or otherwise agreed to are binding. The delivery period starts on the date of the order. The products must have been delivered to the delivery address indicated by TIRA within the delivery period or on the agreed delivery date.
2. If the supplier determines that the delivery time cannot be complied with it must provide TIRA immediate written notice thereof indicating the reasons and the expected length of the delay.
3. In the case of a delay in delivery and following expiry of a reasonable amount of additional time allowed by TIRA, TIRA is entitled to revoke the contract regardless of fault on the part of the supplier. In the event of a delay, TIRA is entitled to demand payment of a contractual penalty of 0.5% of the net order value for each week started in the delay time, however at most 5% of the net order value unless the supplier is responsible for the delay. TIRA must assert the contractual penalty at the latest with the final payment. This does not apply to cases of force majeure. This is without prejudice to additional remedies on the part of TIRA. TIRA's entitlement to delivery is only then eliminated if the supplier, at TIRA's demand, pays compensation for damages in lieu of delivery. The acceptance of a late delivery does not represent a waiver of claims for damages or a contractual penalty.
4. Delivery prior to the agreed delivery date is only permissible with the prior written consent of TIRA. TIRA is entitled to store prematurely delivered products at the supplier's expense or to return them at the supplier's expense unless the delay is minor.

5. Prices and payment

1. The price indicated in the order is binding and is understood to be "delivered to the door". Unless there is a written agreement to the contrary, the price includes in particular costs for packaging, shipping-related materials and transport to the delivery address provided by TIRA as well as customs duties and other official duties. The price includes statutory VAT to the extent not expressly stated as a net price.
2. TIRA is entitled to dictate the type of packaging, the means of transport, the route and the transport insurance. The supplier is required to purchase transport insurance. Unless otherwise agreed, the supplier bears the costs of transport insurance.
3. TIRA receives a single copy of the supplier's invoice. It cannot accompany the shipment but rather must be sent separately. Invoices without an order number, order date or supplier number are deemed not to have been received as they cannot be processed.
4. Payment is made following acceptance of the products and receipt of the invoice within 14 days subject to a 3% discount, within 21 days subject to a 2% discount or net within 30 days. Payment is made subject to the right to audit the invoice. TIRA is entitled, of its own choice, to make payment by means of cheque or funds transfer. In the case of a defective delivery, TIRA is entitled to retain payment until conforming performance without losing its right to rebates, discounts or other price allowances. In such cases, the deadline for payment begins upon complete cure of the defect. In the case of an early delivery of the product, the deadline for payment begins at the earliest upon expiry of the period for delivery or the agreed delivery date. In the event the supplier is required to provide material testing, test records or quality control documents or any other documentation, acceptance of the products only triggers the deadline for payment if the documents required have been provided to TIRA by acceptance at the latest. In the event of a delay in payment, the supplier may demand default interest in the amount of 2% above the then relevant base interest rate per year. Upon expiry without result of a reasonable additional period allowed to TIRA by the supplier following the default in payment, the supplier is entitled to revoke the contract unless TIRA is not responsible for the default in payment. Upon demand of TIRA, the supplier is obliged to state within a reasonable period whether it intends to revoke the contract following expiry of the grace period or will continue the contract.

6. Transfer of risk

1. Until handover to TIRA, the supplier bears the risk of accidental loss or of accidental deterioration of the products.
2. In the event the supplier is obliged to assemble or install the products at TIRA's plant, the risk is first transferred to TIRA upon assembly or installation of the products. This is also the case where TIRA has assumed certain payments such as transport costs.

7. Warranty, claims for defects and guarantees

1. The supplier guarantees that products delivered comply with applicable legal requirements and regulations and guidelines from public authorities and professional bodies and trade associations. The supplier shall indemnify and hold TIRA harmless from all third party claims which are asserted against TIRA or its customers as a result of a violation of such regulations unless it is not responsible for the violation of such regulations. The supplier must provide TIRA immediate written notice of any concerns related to the manner in which TIRA wishes to have the order executed.
2. TIRA must give the supplier notice of patent defects within two weeks of acceptance of the products and notice of latent defects within two weeks of their discovery. In the case of deliveries which consist of a large number of identical products, TIRA is required to inspect a reasonable quantity of the products delivered for defects. In the event the inspection renders the products unsalable, the quantity required to be inspected is reduced to a reasonable extent. If individual random samples of a delivery are defective, TIRA may, at its own choice, demand that the supplier remove the defective products or assert claims for defects as to the entire shipment. The supplier must bear the costs of inspection in the event defects in the products necessitate inspection of the products in excess of the normal delivery controls. In the event of a delay or loss of the notice, timely sending is sufficient.
3. To the extent TIRA has concluded a master agreement with the supplier, the supplier is obliged to maintain an appropriate quality management system and to produce and inspect the products to be delivered in accordance with such quality management system. If the supplier obtains production or testing materials, software, services, materials or other inputs from third parties for the production or quality assurance of the products to be delivered, it must contractually include them in its quality management system or itself ensure the quality of such inputs. In particular, the supplier shall perform materials testing itself. The supplier shall maintain documentation of such performance and quality

assurance measures and store such documentation as well as samples of any products to be delivered in an orderly fashion. It shall provide TIRA access to the extent necessary, shall explain the documentation and provide copies of the documentation as well as any samples. Immediately following acceptance of the products, to the extent feasible within the ordinary course of business, inspect whether they correspond to the quantity ordered as well as the model/type ordered and whether there is any obvious transport damage. In the event a defect is discovered during the inspection, or at a later point, TIRA must notify the supplier of the defect within two weeks of the inspection or discovery. No further inspection of the incoming goods is conducted.

4. In the event the products delivered may not be marketed due to defects based on applicable laws and regulations or must be properly disposed of by TIRA, TIRA is entitled to have them disposed at the supplier's expense.
5. Without prejudice to statutory claims for defects, in the case of defects, at its own choice TIRA may demand that cure be effected through the immediate elimination of the defects or the delivery of non-defective products by the supplier. The supplier must bear expenses necessary for curing the defects. The foregoing also applies if the products, in accordance with their intended purpose, are brought to a location other than the delivery address provided by TIRA. If the supplier does not fulfil its duty to cure within a reasonable period set by TIRA, TIRA may undertake the measures necessary at the supplier's risk and expense or have them undertaken by a third party, unless the supplier is not at fault for the failure to provide the required performance. No additional time need be provided if the supplier seriously and definitively refuses performance or if there are special circumstances which, after the interests of both parties are weighed, justify the immediate assertion of a claim for damages. Special circumstances include, in particular, urgent cases where, in all likelihood, supplementary performance by the supplier will not avoid the impending loss to TIRA. In such cases, TIRA is entitled to undertake the measures necessary at the supplier's risk and expense even without the expiry of a reasonable period for performance provided TIRA gives notice of this to the supplier.
6. The acceptance of the products as well as processing, paying for and re-ordering products which have not yet been recognised or reported defective does not represent approval of the delivery or a waiver of claims for defects on the part of TIRA.
7. The limitation period for claims for defects on the part of TIRA is 24 months from the delivery of the products. In the case of defects for which TIRA has provided notice within the limitation period, claims for defects lapse at the earliest six months following such notice. To the extent TIRA purchases goods for resale, the limitation period starts to run at the time at which the limitation period related to the resale of such products starts to run, however at the latest twelve months following acceptance of the products by TIRA. The

foregoing applies accordingly to the extent TIRA purchases the products for purposes of further processing. The foregoing does not apply in the event the supplier has fraudulently concealed a defect.

8. Suppliers of products which require replacement parts are also obliged to supply TIRA with the required replacement parts and accessories, as well as tools, at the previous prices plus adjustments to compensate for inflation, for a period of ten years following expiry of the limitation period.
9. This is without prejudice to further guarantees on the part of the supplier.

8. Liability for defective products

1. The supplier is obliged to indemnify TIRA from domestic or foreign product liability claims asserted by third parties unless the supplier is not responsible for the product defect or the damages incurred based on product liability principles. This is without prejudice to additional remedies on the part of TIRA.
2. As part of its duties of indemnification, the supplier is also required, in particular, to reimburse TIRA for expenses incurred as a result of or in connection with a warning, exchange or recall campaign conducted by TIRA. To the extent possible and reasonable, TIRA will inform the supplier of the contents and scope of measures to be performed and provide it an opportunity to respond. The supplier is required to use its best efforts to assist TIRA with the measures to be conducted and to perform all measures requested by TIRA to the extent reasonable.
3. The supplier is obliged to purchase and maintain liability insurance with insurance coverage appropriate to the products in a minimum amount of EUR 3 million per personal injury for each individual and at least EUR 5 million for property damage. The supplier assigns in advance all claims under the liability insurance, including all ancillary rights, to TIRA. TIRA immediately accepts this assignment. To the extent an assignment should be impossible pursuant to the insurance policy, the supplier hereby instructs the insurance provider to make any payments only to TIRA. This is without prejudice to additional rights on the part of TIRA. On request, the supplier shall provide proof to TIRA that it has obtained liability insurance and that it is still in place. The supplier shall refrain from any act or omission which could endanger the insurance cover.

4. If the supplier does not properly fulfil its obligations under paragraph 3, TIRA is entitled, but not obliged, to conclude a liability insurance policy at the supplier's cost and expense.

9. Intellectual property rights of third parties

1. The supplier warrants that the delivery and use of the products does not infringe any patent, licensing or other industrial property or copyrights of third parties. The foregoing does not apply to the extent the products are developed by TIRA.
2. The supplier is obliged to indemnify and hold TIRA or its customers harmless in the event a third party asserts a claim based on such rights due to the delivery and use of the products. The duty of indemnification extends to all expenses incurred by TIRA in connection with the assertion of a claim. In particular, TIRA is entitled to acquire the right to use the products from the third party at the supplier's expense. The duty of indemnification does not apply in the event the supplier is not responsible for the infringement of third party intellectual property rights.

10. Force Majeure

1. To the extent TIRA is prevented from fulfilling its contractual obligations, in particular from accepting the products, due to a force majeure event, TIRA is released from its duty to perform for the duration of the hindrance and a reasonable lead period thereafter without being obligated to pay damages to the supplier. The same applies to the extent it becomes unreasonably difficult or temporarily impossible for TIRA to satisfy its obligations due to unforeseeable circumstances for which it is not responsible, in particular as a result of labour disputes, governmental action, energy shortage and major operating disturbances. TIRA can refuse to accept products if such circumstances prevent the sale of the products due to a decrease in demand. This also applies if such circumstances occur at a time when TIRA is in default of acceptance.
2. TIRA is entitled to revoke the contract if such an impediment lasts for more than four months and TIRA no longer has an interest in fulfilling the contract as a result of such hindrance. On demand of the supplier, following expiry of a deadline, TIRA will state whether it intends to exercise its right of revocation or will accept the products within a reasonable period.

11. Liability on the part of TIRA

1. TIRA has unlimited liability for damages resulting from the breach of a guarantee or from an injury to life, limb or health. The same applies in cases of intent or gross negligence. In cases of simple negligence, TIRA is only liable to the extent material duties have been breached which result from the nature of the contract and which are of particular importance to achieving the purpose of the contract. Upon the breach of such duties, default and impossibility, liability on the part of TIRA is limited to such damages as are to be typically expected in connection with this contract. Strict legal liability for product defects remains unaffected.
2. Insofar as the liability of TIRA is excluded or limited, this shall also apply to the personal liability of the staff, employees, associates, representatives and other agents of TIRA.

12. Non-disclosure

1. The parties are obliged to keep confidential all information made available to them which is designated as confidential or which is recognisable as trade or business secrets based on other circumstances, for an unlimited period and, to the extent reasonable for the business relationship, may neither record nor transmit or exploit them.
2. Each party shall, by means of appropriate agreements with its employees and agents, ensure that they are likewise forbidden for an unlimited period from making any own use, distribution or unauthorised recording of such business or trade secrets.

13. Final provisions

1. The supplier may only assign rights and obligations to third parties or have an order or material parts of an order performed by third parties with TIRA's prior written consent.
2. Payments will only be made to the supplier. Counter-claims on the part of the supplier only entitle it to a set-off if they have been finally legally determined or are undisputed. The supplier may only assert a right of retention if the counter-claim is based on the same contract.

3. Suppliers of the supplier are deemed to be agents. On request, TIRA must immediately be informed of them in writing.
4. The laws of the Federal Republic of Germany govern the legal relationship between the supplier and TIRA subject to the exclusion of the United Nations Convention on the International Sales of Goods (CISG).
5. The exclusive place of jurisdiction for all disputes arising under or in connection with the business relationship between TIRA and the supplier is the location of TIRA's registered office. TIRA is also entitled to file suit at the location of the supplier's registered office or any other permissible place of jurisdiction.
6. The place of performance for both the supplier and TIRA is the location of TIRA's registered office.
7. The contractual language is German.
8. In the event a provision of the Standard Terms of Purchase is or becomes invalid or unenforceable in whole or in part or should these Standard Terms of Purchase contain an oversight, the validity of the remaining provisions shall be unaffected. In the place of the invalid or unenforceable provision, the parties are deemed to have agreed to that valid and enforceable provision which comes as close as possible to fulfilling the objectives of the invalid or unenforceable provision. In the event of an oversight, the parties are deemed to have agreed to a provision which correspond to the purpose of these Standard Terms of Purchase and which would have been agreed to had it been considered from the outset.