

## **Adolf Mohr Maschinenfabrik GmbH & Co. KG (hereinafter "POLAR")**

### **1. Validity of conditions**

1.1 POLAR's Terms and Conditions of Purchase apply to all contractual offers submitted by POLAR, orders placed, and deliveries and services received. They shall apply to future business transactions even if their validity is not expressly agreed again. Confirmations to the contrary of the supplier/contractual partner with reference to deviating conditions are objected to. They are ineffective even if POLAR does not expressly repeat the objection again when placing the order.

### **2. Order documentation (order confirmation/delivery and invoice documents)**

2.1 Orders placed by POLAR (purchase orders/quantity contracts) shall be confirmed in writing within a period of max. 10 working days from the date of the order. If POLAR has not received a corresponding confirmation after the expiry of this period, the later confirmation shall be deemed to be an offer of acceptance of the order under the conditions specified in the orders.

2.2 In all order-relevant documents (order confirmation/delivery note/goods and freight invoice), in addition to the commercial-legal standards, the POLAR-specific data order and order item number, material number, designation and delivery address must be stated. The invoice shall be issued in paper form in duplicate. The sending of invoices by electronic means is excluded.

### **3. Pricing/condition of payment/assignment of claims/retention of title**

3.1 The prices quoted are fixed prices.

3.2 In the absence of individual agreements on payment, the term of payment shall be "within 30 days less 3% discount or 90 days net" at POLAR's option.

3.3 In the event of a defective delivery, POLAR shall be entitled to withhold payment for the defective good(s) until proper performance. Cash discount periods shall commence upon proper performance.

3.4 In the event of early delivery, i.e. deliveries made before the delivery date specified by POLAR, the payment or discount period shall commence on the delivery date specified by POLAR. However, this does not preclude POLAR from accepting the goods prematurely.

3.5 The supplier is not entitled to assign claims against POLAR to third parties without POLAR's prior written consent. No extended or prolonged reservation of title of the Supplier vis-à-vis POLAR resulting from deliveries of goods shall be recognised.

## **4. Delivery date/delay in delivery**

4.1 The delivery dates stated in the order(s) are determined according to the calendar. A delay in delivery thus arises immediately upon expiry of these deadlines without a reminder and setting of a grace period. POLAR is entitled at any time to claim damages in accordance with the statutory provisions (BGB Sections 280 et seq.). Polar expressly states that the claim for damages made, caused by loss of production, loss of sales and/or profit, may be disproportionate to the value of the goods owed.

## **5. Warranty**

5.1 The supplier/subcontractor guarantees defect-free delivery items in accordance with the statutory provisions for a period of 24 calendar months.

## **6. Liability**

6.1 Notwithstanding the contractual obligation(s) of the supplier or the claims of POLAR in the course of the warranty, the supplier shall be liable worldwide for personal injury and property damage, insofar as these were caused by defects of the delivered goods, in accordance with the respective valid, country-specific legal regulations.

## **7. Shipping and packaging instructions**

7.1 The delivery of the product(s) shall be made to POLAR's delivery address stated in the order. The goods are to be carefully protected from transport or handling damage; if necessary, agreed packaging regulations are to be complied with. The supplier/subcontractor shall be liable for damage resulting from inadequate packaging protection.

7.2 POLAR is hereby exempted from the mandatory freight forwarders' insurance pursuant to clause 21 of the ADSp (German Freight Forwarders' Standard Terms and Conditions).

## **8. Quality and documentation**

8.1 For deliveries to POLAR, the supplier/subcontractor shall comply with the recognised technical standard ("state of the art"), the respective safety regulations applicable to the goods and in particular the technical data and specifications stipulated with the order. POLAR's special quality requirements are taken into account here. The supplier shall regularly monitor the quality of the goods and document this. The documentation shall be made available to POLAR at any time upon request.

## **9. Tool and model equipment**

9.1 If there are no individual contractual agreements, the following shall apply: Tool and model equipment for the manufacture of POLAR-specific products are the property of POLAR. The equipment shall be marked accordingly. POLAR shall provide the subcontractor with such equipment(s) on loan for the performance of its contractual service(s). POLAR's right of ownership shall remain unaffected by the subcontractor's ownership and use. POLAR is entitled at any time to demand the return of the usable and functional tool or model equipment. The deadline for issuance is 10 working days.

## **10. Electrical data exchange (e-commerce)**

10.1 Orders which are transmitted on the basis of electronic data exchange shall also be valid without a legally binding signature by POLAR.

## **11. External workers**

11.1 External workers employed on the POLAR premises must comply with the applicable accident prevention regulations (UVV), existing official regulations and safety measures, as well as the POLAR-specific operating and work guidelines.

The "Occupational Health and Safety Regulations for External Companies" must be complied with. The contents of this company-specific provision can be found on the POLAR homepage. Work outside the working hours applicable at POLAR requires the written approval of the relevant specialist department(s) or their superordinate offices. The commissioned supplier shall be liable for accidents and any resulting claims for damages.

## **12. Note for the delivery of chemicals**

12.1 The supplier shall ensure that it complies with the REACH obligations pursuant to Article 33 of the REACH Regulation EC No 1907/2006 for deliveries of its products to POLAR without being requested to do so.

12.2 The supplier shall ensure that it complies, without request, with the obligations to import and use five persistent, bioaccumulative and toxic (PBT) chemicals under the Toxic Substances Control Act (TSCA) Section 6(h) regulations of the U.S. Environmental Protection Agency (EPA) for deliveries of its products to POLAR.

These chemicals include:

- PIP (3:1) (Phenol, isopropylated phosphate (3:1), CAS 68937-41-7)
- DecaBDE (Decabromodiphenyl ether, CAS 1163-19-5)
- 2,4,6 TTBP (2,4,6-tris(tert-butyl) phenol, CAS 732-26-3)
- HCBd (Hexachlorobutadiene, CAS 87-68-3)
- PCTP (Pentachlorothiophenol, CAS 133-49-3)

## **13. Final provisions**

13.1 POLAR's legal relationships with its suppliers/subcontractors are based on the POLAR Terms and Conditions of Purchase as well as the law of the Federal Republic of Germany (FRG), excluding the UN Convention on Contracts for the International Sale of Goods.

POLAR's Terms and Conditions of Purchase shall remain valid in all other respects even if individual parts prove to be invalid.

To the extent that POLAR does not immediately assert rights of any kind, this does not mean that POLAR has waived or relinquished such rights.

13.2 The supplier/subcontractor undertakes to treat as a trade secret for a period of 10 years all individual commercial and technical facts and circumstances which are not public knowledge and which arise or become known from the business relationship with POLAR.

13.3 The place of jurisdiction is Frankfurt am Main.