

HUBER SE, Berching, General Terms and Conditions of Purchase

Our orders are placed exclusively according to the conditions specified hereunder:

I

1. Exclusively our conditions of purchase apply, even if we accept the supplier's delivery in knowledge of other conditions or conditions of the supplier that deviate from our purchase conditions. Any other purchase conditions, or conditions of the supplier deviating from our purchase conditions, require our express written approval in order to become effective.
2. Our purchase conditions shall apply also to all future business with the supplier.

II

1. The prices specified in the order include the VAT rate applicable at the time of delivery.
2. Our payments are made within 14 days from deficiency-free delivery and invoice date with 3 % discount.
3. The agreed delivery deadlines and dates are binding. If the supplier detects that he will be unable to meet the agreed delivery date, he shall immediately notify us. Our legal right to claim damages for delays in delivery shall remain unaffected.
4. All illustrations, drawings, calculations, other literature and information entrusted to the contractor, shall remain the intellectual property of the orderer and protected by copyright. The contractor commits himself to return such literature, after execution of the order and free of costs, to the orderer including copies he made, transcripts, reproductions, etc. that require the prior approval by the orderer. The orderer has no right of retention concerning such literature. Furthermore, the contractor commits himself not to produce similar workpieces or have such workpieces produced by a third party after execution of the order. Any of the literature specified above shall be kept secret and not be handed out or disclosed to any third party. The secrecy obligation shall remain valid even after execution of the order. Any infringements of our copyrights will be prosecuted by us.

III

1. Deliveries shall be made free Berching or free any other place notified by us.
2. Within due time we will inspect the delivered goods for deficiencies. Notifications of defects received by the supplier within five working days from receipt of the delivered goods shall be deemed to be submitted immediately.

IV

1. We are entitled to legal warranty claims. Irrespective thereof, we are entitled to demand from the supplier at our own choice the rectification of the deficiencies or a compensation delivery, the supplier being obliged to bear the incurring costs. We reserve the right to claim damages.
2. Insofar as the supplier is responsible for a product damage, the cause of the damage originates from the supplier's sphere of control and organisation and the supplier is liable in relation to third parties, the supplier shall hold us free in respect of all third party claims upon our first demand.
3. If the supplier infringes any rights of any third party and we are held liable therefor, the supplier shall indemnify us from such claims and shall compensate us and refund all costs that we may consider necessary as legal expenses for our defence due to being held liable by a third party.
4. The warranty period is **24 months** from transfer of risk.

V

1. The place of execution is Berching.
2. The place of jurisdiction is Berching. However, we reserve the right to sue the supplier at his domicile court.

VI

1. Modifications of and supplements to our order and the contract to be concluded must be made in writing in order to become effective.
2. The invalidity of individual purchase conditions does not affect the validity of any of the other purchase conditions.
3. In case of doubt, the German original of these translated General Terms and Conditions of Purchase shall be applicable.

Exclusively the right of the Federal Republic of Germany shall be applicable.

Berching, 01.12.2009

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Aufsichtsratsvorsitzender / Chairman of the Supervisory Board: Dr.-Ing. E.h. Hans G. Huber

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