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**General Terms and Conditions of Purchase****- Date: 18/03/2019 -**

This translation serves only to clarify the Allgemeine Einkaufsbedingungen (AEB) originally drafted in German. The Allgemeine Einkaufsbedingungen in German always take precedence.

I. Scope & form

1. These General Terms and Conditions of Purchase (GTCs of Purchase) apply to all business relations with our suppliers ("sellers"). The GTCs of Purchase only apply if the seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal person under public law, or a special fund under public law.
2. The GTCs of Purchase apply in particular to contracts for the sale and/or delivery of moveable goods ("goods") irrespective of whether the seller manufactures the goods itself or purchases the goods from vendors (Sections 433 and 650 BGB). If not otherwise agreed, these GTCs of Purchase apply in the version valid on the date of the purchaser's order and/or in any case in the version most recently communicated to purchaser in text form as general agreement, including for similar future contracts, without our having to refer to these terms again in every separate case.
3. These GTCs of Purchase apply exclusively. The seller's general terms and conditions that are different, contrary to, or supplementary will only then become an integral component of the contract insofar as we have expressly consented to their validity in writing. This consent requirement applies in every case, for example, even if we accept the seller's deliveries without reservation with knowledge of the seller's general terms and conditions.
4. Specific agreements made with the seller in a specific case (including subsidiary agreements, additions and changes) always take precedence over these GTCs of Purchase. In the absence of proof to the contrary, a written contract or our written confirmation is definitive for the content of such agreements.
5. Legally relevant statements and notices by the seller relating to the contract (e.g. setting a deadline, reminder letter, withdrawal) must be issued in writing, i.e. in written form or in text form (e.g. letter, email, telefax). Statutory provisions with respect to form and other proof, in particular, in case of doubt concerning evidence of the authority of the party making the statement, shall remain unaffected hereby.
6. References to the applicability of statutory provisions are only for purposes of clarification. The statutory provisions apply even without such clarification, insofar as they are not directly modified or expressly excluded in these GTCs of Purchase.

II. Conclusion of contract

1. Our order shall be treated as binding at the earliest when submitted or confirmed in writing. The seller must inform us of obvious errors (e.g. clerical and calculation errors) and missing information in the order, including the order documentation, so that the order can be corrected or completed before acceptance; otherwise, the contract shall be treated as not concluded.
2. The seller must confirm our order in writing within 5 days or specifically by sending the goods, without reservation (acceptance). Any delayed acceptance shall be treated as a new offer and shall require acceptance by us.

III. Delivery period & delayed delivery

1. The delivery period stated in our order is binding. If the delivery period is not stated in the order, and has also not been agreed otherwise, it is 6 weeks from the date of conclusion of the contract. The seller must inform us promptly in writing if the seller anticipates not being able to meet the agreed delivery times — for whatever reason.
2. If seller does not perform its services or fails to perform within the agreed delivery time or if seller is in default, our rights — in particular to withdraw from the contract and to claim damages — shall be determined according to statutory provisions. The provisions in paragraph 3 remain unaffected thereby.
3. If the seller is in default, we may demand — in addition to further statutory claims — a sum compensation for loss caused by the delay of 0.3% of the net price per completed calendar day, but not more than 5% of the net price of the goods that are delivered late. We reserve the right to prove that greater loss has been suffered. The seller retains the right to demonstrate that no loss has been suffered at all or that significantly less loss has been suffered. Any lump sum amount paid as compensation for delay shall be taken into account when calculating the specific loss incurred for delay.

IV. Performance, delivery, transfer of risk, & default in acceptance

1. The seller is not authorised to have services owed by the seller performed by third parties (e.g. subcontractors) without our prior written consent. The seller bears the procurement risk for its services, unless agreed otherwise in a specific case (e.g. restriction to stock).
2. The delivery is to be made within Germany "delivery duty paid" to the place named in the order. If the place is not named and there is no other agreement, delivery shall be made to our registered office at Flurstrasse 25 in 58285 Gevelsberg. The applicable place is also the place of performance for the delivery and any subsequent performance (place of performance and any loss is our place of business).
3. A delivery note must be enclosed with the delivery, stating the date (issue and dispatch), content of the delivery (article number and quantity), and our order identifier (date and number). If the delivery note is missing or incomplete, we shall not be responsible for delays in processing and payment as a result. A corresponding dispatch note with the same content must be sent to us separately from the delivery note. If the delivery is a product to be manufactured from raw materials, the delivery must enclose a test certificate that indicates the primary products and their composition. This applies in particular to deliveries of steel

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products to our company. If delivering steel products, the applicable delivery must include a proof of origin certificate and a test certificate for the composition of the delivered product, as well as the related primary product. Enclosing the above documentation is part of the delivery to be provided and a primary contractual obligation.

4. The risk of accidental loss and deterioration of the goods shall pass to us upon transfer at the place of performance. Insofar as acceptance is agreed, the transfer of risk shall take place on acceptance. Otherwise, the statutory provisions governing a contract to produce a work also apply accordingly to acceptance of delivery. The transfer of risk and/or acceptance shall be deemed to have occurred, if we are in default in acceptance.

5. The statutory provisions apply in the event that we are in default in acceptance. However, the seller must also expressly offer performance to us, even if a specified or specifiable calendar date is agreed for action or cooperation on our part (e.g. to provide materials). If we are in default in acceptance, the seller may demand compensation for the seller's additional expenses according to the statutory provisions (Section 304 BGB). If the contract relates to specific goods to be produced by seller (one-off production), the seller is entitled to further rights if we have committed to cooperate and are responsible for failure to cooperate.

V. Prices & terms of payment

1. The price stated in the order is binding. All prices include statutory value added tax, unless these are indicated separately.

2. Unless not otherwise agreed in a specific case, the price includes all services and ancillary services of the seller (e.g. assembly, installation), as well as all incidental expenses (e.g. proper packaging, transport costs, including any transport and third-party liability insurance).

3. The agreed price is due for payment within 30 calendar days of complete delivery and performance (including agreed acceptance of delivery, if applicable) and receipt of a proper invoice. If we pay within 14 calendar days, the seller shall grant us a 3% discount on the net amount of the invoice. If paid by bank transfer, the payment is on time made if our transfer order is received by our bank prior to expiry of the payment deadline; we are not responsible for delays on the part of banks involved in the payment transaction.

4. We do not owe any interest on arrears. The statutory provisions apply to late payment.

5. We are entitled to set-off and retention, as well as the defence of unperformed contract to the extent provided for by statute. In particular, we are authorised to retain payments that are due for as long as we are still entitled to claims against the seller arising from incomplete or defective performance.

6. The seller only has a right of set-off or retention against counterclaims that are legally established or undisputed.

VI. Confidentiality & retention of title

1. We reserve rights of ownership and copyright in all images, plans, drawings, calculations, instructions, product descriptions, and other documents. Such documents are to be used exclusively for contractual performance and must be returned to us after completing the contract. These documents must not be disclosed to third parties, including after the end of the contract. The duty to maintain confidentiality shall only expire when and insofar as the knowledge contained in the documents that are provided has become generally known.

2. The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) and to tools, templates, samples, and other items that we provide to the seller for manufacturing purposes. Such items are to be stored separately — as long as they are not processed — at the seller's expense and insured to a reasonable extent against destruction and loss.

3. The seller processes, mixes or combines items that we have provided (further processing) on our behalf. This also applies to further processing of the delivered goods by us, so that we are treated as the manufacturer and acquire ownership of the product according to statutory provisions no later than with such further processing.

4. Ownership in the goods must be transferred to us unconditionally and regardless of payment of the price. If we nevertheless in a specific case accept an offer from the seller that is conditional on payment of the purchase price, the seller's retention of title shall expire no later than upon payment of the purchase price for the delivered goods. Prior to paying the purchase price, we also remain authorised in the ordinary course of business to further dispose of the goods subject to advance assignment of the claim arising from the disposal (alternatively, simple retention of title and retention of title extended to resale applies). In all cases, all other forms of retention of title are excluded, in particular, any extended retention of title or retention of title extended to further processing.

VII. Defective delivery

1. Except where specified otherwise below, the statutory provisions apply to our rights in the case of defects of quality and defects of title for goods (including incorrect and short delivery, as well as improper assembly, defective assembly instructions, instructions for use, or operating manual), and to other violations of obligations by seller.

2. According to the statutory provisions, the seller is in particular liable for the agreed quality of the goods at the time of transfer of risk to us. Those product descriptions that are — in particular, by designation or reference in our order — the subject matter of the applicable contract or that have been integrated into the contract in the same manner as these GTCs of Purchase shall be treated as an agreement on quality in all cases. It shall not be relevant in these cases whether the product description originates with us, the seller, or the manufacturer.

3. In deviation from Section 442 para. 1 clause 2 BGB, we are also entitled to claims for defects even if the defect at the time of concluding the contract remains unknown to us as a consequence of gross negligence.

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4. The statutory provisions apply (Sections 377 and 381 of German Commercial Code (HGB)) to the merchant's duty to inspect and give notice of defects subject to the following conditions: Our duty to inspect is limited to defects that are visually identified by an external examination in the course of our incoming goods inspection, including the delivery documents (e.g. transport damages, inaccurate and short deliveries), or that can be identified in the course of our quality control by sampling. If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, this depends to what extent an inspection is feasible, taking into account the circumstances of the individual case in the ordinary course of business. Our obligation to provide notice of defects that are discovered at a later time remains unaffected hereby. Irrespective of our duty to inspect, our complaint (notice of defect) shall in any case be deemed prompt and timely if it is sent within 5 working days of the date of discovery, or in the case of apparent effects, from delivery.

5. Supplementary performance includes disassembly of the defective goods and reinstallation, if the goods, according to their nature and purpose, have been integrated into or attached to other goods; our statutory claim to reimbursement of relevant expenses remains unaffected. The expenses necessary for the purpose of testing and supplementary performance shall be borne by the seller, even if it is found that there was in fact no defect. Our liability to pay compensation in the event of an unjustified request for rectification of a defect remains unaffected hereby; however, we shall only be liable in this respect if we recognised or failed to recognise that there was no defect in a grossly negligent manner.

6. The following applies irrespective of our statutory rights and the provisions of para. 5: If the seller does not meet its obligation of supplementary performance — at our option, by eliminating the defect (subsequent improvement), or by delivering defect-free goods (substitute delivery) — within a reasonable time period set by us, we may eliminate the defect and demand from the seller the reimbursement of expenses required for this purpose or a corresponding advance payment. If the seller's supplementary performance fails or is unreasonable for us (e.g. because of special urgency, risk to operational safety, or the threat of disproportionate damages), this shall not require a grace period; we will inform seller promptly, if possible in advance, of such circumstances.

7. Otherwise, in the case of a defect of quality or title, we shall be entitled to reduce the purchase price or withdraw from the contract according to the statutory provisions. We shall also have a claim for compensation and reimbursement of expenses according to the statutory provisions.

VIII. Recourse against suppliers

1. In addition to claims for defects, we shall also be entitled to claims for recourse within the supply chain under the statutory provisions (recourse against suppliers according to Sections 445a, 445b, 478 BGB). In particular, we may demand the type of subsequent performance specifically (subsequent improvement or substitute delivery) from seller that we owe our customers in a specific case. Our statutory right to make this choice (Section 439 para. 1 BGB) is not hereby limited.

2. Before we recognise or fulfil a defect claim asserted by one of our customers (including reimbursement for expenses according to Sections 445a para. 1, 439 para. 2 and 3 BGB), we shall inform the seller and request a written statement, after presenting the facts. If no substantiated statement is made within a reasonable time period and this does not lead to a mutual solution, the claim for defects actually granted by us shall be deemed to be owed to our customer. It shall be the seller's responsibility to provide evidence to the contrary.

3. All claims arising from recourse against suppliers also apply, even if the defective goods have been further processed by us or another entrepreneur, for example by installation in another product.

IX. Manufacturer's liability

1. If the seller is responsible for a product defect, the seller must indemnify us against third-party claims, insofar as the cause is located in seller's organisation and sphere of control and the seller is itself liable to third parties.

2. Within the scope of its obligation to indemnify, the seller must reimburse expenses according to Sections 683, 670 BGB that follow from or in connection with an assertion of claims by a third party, including recall campaigns conducted by us. We shall notify the seller of the content and scope of recall campaigns — insofar as possible and reasonable — and provide the seller with the opportunity to make a statement. Further statutory claims remain unaffected.

3. The seller must take out and maintain a product liability insurance policy with lump-sum cover of at least EUR 10 million per event of injury/damage to property.

X. Limitation

1. The reciprocal claims of the contracting parties become statute-barred according to the statutory provisions, unless otherwise specified below.

2. In deviation from Section 438 para. 1 No. 3 BGB, the general period of limitation for claims for defects is 3 years from the date of transfer of risk. Where acceptance is agreed, the period of limitation shall commence on acceptance of delivery. The 3-year limitation period also applies accordingly to claims arising from defects in title, provided that the statutory limitation period for a real right of a third party on the basis of which return of the purchased thing may be demanded (Section 438 para. 1 No. 1 BGB) remain unaffected thereby; moreover, claims arising from defects in title do not in any case become statute-barred as long as the third party can still assert the right — in particular, in the absence of a limitation period — against us.

3. The limitations periods under sales law, including the above extension, apply — to the extent allowed under statute — to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims to compensation for a defect, the ordinary statutory limitation period (Sections 195 and 199 BGB) applies, unless applying the limitation periods under sales law results in a longer limitation period in a specific case.

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XI. Choice of law & place of jurisdiction

1. The law of the Federal Republic of Germany applies to these GTCs of Purchase and the contractual relationship between us and the seller, excluding international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. If the seller is a merchant within the meaning of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the exclusive — including international — place of jurisdiction for all disputes arising from the contractual relationship is our registered office at 58285 Gevelsberg. This also applies if seller is an entrepreneur within the meaning of Section 14 BGB. However, we may also in all cases bring an action at the place of performance for the delivery obligation under these GTCs of Purchase or an individual agreement taking precedence, or at the seller's general place of jurisdiction. Statutory provisions taking precedence remain unaffected hereby, in particular those regarding exclusive jurisdiction.