

Terms of delivery and payment

1. Contract conclusion

- a) The following terms of business apply for companies, legal entities under public law and public separate estates. They apply exclusively for all deliveries and services based on all current and future contracts. Alternative terms of the purchaser that we do not expressly recognise in writing are not binding for us even if we do expressly contradict these or perform deliveries and services without reservation whilst being aware of alternative terms of the purchaser.
- b) Our offers are noncommittal and subject to change without notice.
- c) Orders only become binding after they have been confirmed in writing. Any further changes must be confirmed in writing by us before they become legally valid.

2. Prices

- a) The prices shown in our latest price lists plus the statutory VAT apply.
- b) Prices are understood to be ex works. We reserve the right to charge proportional costs of packaging.
- c) If the costs of wages and production materials for unlisted products change between the date of the order and the date of actual delivery we are entitled to adjust the prices accordingly. We agree to announce the changed prices one month in advance. In the case of on-call orders, the adjusted prices also apply for deliveries accepted after the adjustment period. The same applies for annual orders unless the purchaser informs us of the remaining delivery quantities for the annual order and exact acceptance dates for the residual delivery quantities 14 days before the adjustment period at the latest.

3. Contracts for on-call deliveries

- a) On-call orders must be accepted within six months of the first delivery - unless otherwise agreed.
- b) Unless otherwise agreed, binding quantities must be notified at least 2 months before the delivery date through a call order.
- c) Additional costs incurred through a delayed order call or subsequent changes to the time and quantity of the order call by the purchaser will be charged to the purchaser. Our calculation is decisive.
- d) If the purchaser fails to place an order call in due time despite a reminder and granting of an extension we are entitled to claim compensation for damage on account of lost profit of up to 10 % of the agreed price. We reserve the right to the claim for higher damages. However, the purchaser is entitled to prove that we have suffered no or much smaller damages.

4. Shipping and passing of risk

- a) We choose the packaging, type of dispatch and dispatch route at our own discretion. Transport packaging can be returned to our works by the purchaser at his or her own expense.
- b) The risk passes to the purchaser when the goods leave our works. If the dispatch is delayed for reasons for which the purchaser can be held responsible, the risk passes to the purchaser on the day the goods are made ready for dispatch.

5. Time of delivery and performance

- a) Delivery periods begin as soon as all technical aspects and details have been clarified.
- b) If we are prevented from delivery or performance due to acts of God, industrial disputes, riots, official actions, the failure of subcontracted supplies and other unforeseeable, unavoidable and serious events, the time of delivery and performance will be prolonged for the duration of the hindrance and an appropriate lead time. If the delivery or service becomes impossible due to the named circumstances, our obligation to deliver and the purchaser's return service become inapplicable to the exclusion of compensation for damages. This section also applies if the events occur at a time when we are already in default with a delivery, unless we have brought about the default in delivery through intent or gross negligence.
- c) Our liability for compensation in the event of a delay is based on section 9.
- d) The purchaser is only entitled to terminate the contract if we can be held responsible for the non-compliance with the delivery date and we have been granted an appropriate extension to no avail.
- e) Partial deliveries and services are allowed.

6. Custom-made and special designs

- a) The purchaser cannot terminate a contract for custom-made and special designs unless we are in default with the delivery or can be held responsible for the impossibility of the delivery.
- b) The purchaser must reimburse us for the development costs of custom-made and special designs if no delivery order is placed with which these costs can be amortised.

7. Samples and tools, jigs & fixtures

- a) The production costs of samples and tools, jigs & fixtures (tools, moulds, templates, etc.) will be charged separately from the goods to be delivered unless otherwise agreed. This also applies for tools, jigs and fixtures that have to be replaced due to wear.
- b) Changes to samples and tools, jigs & fixtures that are requested by the purchaser will only be carried out by us after the purchaser has paid half of the estimated costs of these changes.
- c) If the purchaser suspends or terminates the cooperation during the production period for the samples or tools, jigs & fixtures, all manufacturing costs incurred up to this date will be charged to the purchaser.
- d) The tools which we produce for special designs remain our property. We will keep the tools for 12 months after the last delivery or last order. We are entitled to destroy the tools at the end of this period. We are liable for damages to tools in our storage according to the limits of section Proportional tools costs borne by the purchaser for special designs only apply for the order placed and must be paid again if the tool has already been destroyed due to the expiry of the storage period when a new order is placed for the same special design.
- e) We are in no way obliged to surrender the tools which we manufacture for special designs unless expressly agreed otherwise.

8. Claims for defects of quality

- a) The nature of the goods complies solely with the agreed technical delivery specifications. Illustrations, drawings, dimensions, weights and colours shown in catalogues, price lists and other printed matter are customary approximate values

unless we have expressly declared them to be binding. Technical changes or changes necessary for the design do not constitute a defect of quality. Quantity deviations of plus or minus 10% are permissible for our deliveries, whereby the total price will be adjusted accordingly.

- b) If we have to supply drawings, specifications, samples or other requirements of the purchaser, the purchaser will assume the risk of the product's suitability for its intended purpose. The time of the passage of risk as per section 3. b) is decisive for the contractual condition of the goods.
- c) We are not responsible for defects of quality caused by unsuitable or incorrect use, faulty installation or putting into service by the purchaser or third parties, fair wear and tear, faulty or negligent handling. Nor are we responsible for the consequences of inappropriate changes or changes performed without our consent or any maintenance work carried out by the purchaser or third parties. The same applies for defects that only negligibly reduce the value or serviceability of the goods.
- d) If an acceptance of the goods or original sample inspection has been agreed, the purchaser cannot object to defects that he could have discovered through a careful acceptance or original sample inspection.
- e) The purchaser must inspect the goods for any defects following receipt. Visible defects must be reported immediately, though at the latest within 8 days of receipt of the goods, defects that are not immediately apparent must be reported as soon as they are discovered, in both cases in writing.
- f) We must be given the chance to ascertain the reported defect. Rejected goods must be returned to us immediately. We will bear the costs of transportation if the complaint is justified.
- g) If the defect has been reported in due time and is justified, we are obliged to repair this or supply a free replacement of our own choice. If repairs or replacement deliveries fail or if they demand an unreasonable amount of work or if they are not carried out within a suitable period set by the purchaser, the purchaser can choose to terminate the contract to the exclusion of further claims for defects of quality or demand a corresponding reduction of the purchase price. Contracts for special designs cannot be terminated.
- h) The purchaser only has a statutory right of recourse against us in as much as the purchaser has not reached any agreements with his or her buyer that go beyond the statutory warranty claims.
- i) Claims for defects of quality become time-barred after 12 months. This does not apply if the law stipulates longer periods, in particular for defects in a building and in goods that are commonly used in buildings and which have caused its defectiveness.

9. Limitation of liability

- a) The purchaser cannot enforce other and further claims against us. This applies in particular for claims for damages due to a breach of duties from contractual obligation and from liability in short. We are thus not liable for damages that are not incurred on the goods themselves. Above all, we are not liable for lost profits or other financial losses of the purchaser.
- b) The outstanding limitations of liability do not apply in the event of gross negligence on the part of our representatives or executive staff or in the event of a culpable breach of essential contractual duties. We are only liable for losses that are reasonably foreseeable and typical for this type of contract - except in cases of intent or gross negligence on the part of our legal representatives or executive staff. Nor does the limitation of liability apply in cases where a liability exists for personal injury or material damage to privately used objects caused by defects in the delivered goods according to the product liability act. Nor does it apply for physical injuries and in cases of missing warranted properties if and in as much as the main purpose of the warrant was to protect the purchaser against damages that are not incurred to the delivered goods themselves.
- c) If our liability is excluded or limited this also applies for the personal liability of our staff, employees, collaborators, legal representatives and various agents.
- d) We are not liable for cases where computer viruses enter the purchaser's computer following data transfers by us. However, we do promise to take the greatest possible care to keep our data carriers free from computer viruses.

10. Terms of payment

- a) Our invoices are due with 3% discount within 14 days of the invoice date or within 30 days net. No discount can be claimed as long as old invoices remain unpaid. Our invoices are deemed to have been settled when the equivalent amount is credited to our accounts.
- b) Any proportionate production cost for samples and tools, jigs & fixtures which we charge in accordance with section 7 are to be paid without deductions.
- c) Bills of exchange and cheques will only be accepted by special agreement and only as conditional payment. No discount will be granted in this case. Discount and encashment charges are to be reimbursed by the purchaser immediately after charging.
- d) The purchaser can only offset claims or withhold payment if his claims are uncontested or have been legally established.
- e) If the payment period is exceeded we are entitled to charge overdue payment interest of 8% p.a. above the base interest rate according to § 247 BGB from the due date without a reminder. This does not affect our right to claim compensation due to default.
- f) If the purchaser is in arrears with an amount we are entitled to demand immediate payment of all outstanding invoices. We can also postpone the performance of our duties until receipt of payments following written notification to the purchaser.
- g) If it becomes apparent after contract conclusion that our payment claim is endangered by a lack of performance on the part of the purchaser we can refuse the service or performance and set the purchaser an appropriate period within which he or she has to accept delivery versus payment or lodge a security. If the purchaser refuses or if the period expires to no avail we are entitled to terminate the contract and demand compensation for damages.

11. Reservation of title

- a) All goods which we deliver remain our property until all of our payment claims against the purchaser, from whatever legal relations, have been settled. With a current ac-

- count the reservation of title serves as a security for the relevant outstanding balance.
- b) The reserved goods are processed or worked for us with no liability for us and with no loss of our title. If the purchaser processes or works our reserved goods with other goods, we are entitled to co-ownership of the new item at the ratio of the value of our goods to the value of the overall item. The new item is thus regarded as reserved goods for the purpose of this clause.
 - c) The purchaser is only entitled to resell and process and work the reserved goods within the scope of orderly business. He is not allowed to dispose of the goods in any other way.
 - d) All claims and ancillary rights to which the purchaser is entitled from the use of the reserved goods are hereby assigned to us in advance as security. We herewith accept this assignment. If the reserved goods are sold with other objects that do not belong to us the assignment only covers the share of proceeds corresponding to our co-ownership.
 - e) The purchaser is only entitled to collect the assigned claims in the course of orderly business. The collection is carried out in trust on our behalf. At our request the purchaser is obliged to cease the collection, give us the name of the debtors for the assigned claims, notify them of the assignment and surrender to us the information and documents needed to enforce our rights against the purchaser's customers.
 - f) The purchaser must immediately inform us of third party appropriations of the assigned claims. He must notify the appropriating third party of our rights. The purchaser will bear the costs of our intervention against the third party.
 - g) If the value of the securities we hold exceeds our total claims by more than 20 %, we are obliged to release the aforementioned securities of our choice at the purchaser's request. If the named securities are not enough to ensure a corresponding cover of our claims the purchaser is obliged to lodge further securities at any time up to the full amount of our accounts receivable at our request.
- 12. Copyrights, drawings, non-disclosure**
- a) We reserve all copyrights. Our suggestions may not be forwarded to or used by third parties without our prior written consent.
- b) We are entitled to register developments arising from the fulfillment of an order for the purchaser, even if these are based on a cooperation with the purchaser, as a patent, utility model or design patent in our name at home and abroad and to use these for our own purposes, unless we have warranted otherwise in writing. The purchaser has no right of use to any property right. If the purchaser himself registers a development in which we were involved as a patent, utility model or design patent or if a copyright arises, we are entitled to claim an appropriate remuneration from the purchaser which will be agreed in detail on the basis of our share of the development. In addition, we have a free and transferrable co-right of use for all results of cooperations in which we were involved, unless we have warranted otherwise in writing.
 - c) Drawings will be done to the best of our knowledge and remain our property. If the purchaser has not informed us of his design considerations, or only in part, we can assume no liability for the correctness of the data we provide in the drawings.
 - d) The purchaser is sworn to keep all information, experience, technical or commercial know-how and developments that are used within the context of a contract with us secret from third parties, unless these become apparent through deliveries or unless we consent to their disclosure in writing.
- 13. Place of performance, jurisdiction, applicable law, partial validity**
- a) The place or performance and jurisdiction for all claims and legal disputes arising from the contractual relations, including summary procedures for bills of exchange and instruments, is Wuppertal. However, we reserve the right to take legal action at the purchaser's seat.
 - b) The law of the Federal Republic of Germany is exclusively applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
 - c) Should the contract contain a loophole or if a contractual clause is or becomes wholly or partly invalid, this does not affect the validity of the remaining contract.

Conditions of purchase

1 General information

1. We only place orders on the basis of these general conditions of purchase. These conditions apply for all types of deliveries and services. The supplier acknowledges these conditions of purchase through their confirmation of the order. Contradictory, supplementary or deviating conditions only become an integral part of the contract if they are expressly acknowledged in writing by GLUSKE-BKV. Even if we do not respond to contradictory conditions sent to us by the supplier this does not constitute acknowledgement of such conditions, even if the contract is executed without reservation by both parties.
2. These conditions of purchase apply for mutual commercial transactions or simple services on the part of the supplier, including all future business between the supplier and GLUSKE-BKV, even if no explicit reference is made to these conditions of purchase in individual cases.
3. The supplier may only name the firm or trademarks of GLUSKE-BKV when providing references of other publications with our express written consent.
4. Our conditions of purchase only apply for companies pursuant to § 310 paragraph 4 BGB (German Civil Code).

2 Quotation, contract award

1. The supplier must inform GLUSKE-BKV of deviations from the inquiry documents in their quotation. We also expect, as an extension to the quotation, details of improvements or savings that the supplier is able to offer on the grounds of his knowledge of the state-of-the-art and know-how.
2. The quotation entails no costs for GLUSKE-BKV unless contradictory written agreements exist with us or compulsory statutory regulations are effective. Quotation prices for us are understood to include VAT, unless expressly listed separately, and to include delivery "carriage free", packaging, insurance as well as all customs and taxes.
3. If the supplier does not accept the order within 10 days of its receipt in writing (through the corresponding confirmation of order - with fixed prices and deadlines), GLUSKE-BKV is entitled to cancel the order without the supplier being entitled to enforce claims for compensation.
4. Orders as well as their amendments and supplements always require the written form (fax, remote data transfer and electronically generated documents are also possible in principle - even without a signature, the corresponding transmission report serves as proof). Verbal orders and other agreements on conclusion of the contract are only effective if they are confirmed in writing by Joachim Gluske. This also applies for amendments after the conclusion of contract. We will not recognise any services or deliveries that are rendered without our written order.
5. The contractual partners are obliged to treat all non-apparent commercial or technical details of which they become aware through the business relations as a trade secret. Sub-contractors are to be informed accordingly. This obligation continues to exist even after the end of the business relations.

3 Specification of services, execution, changes

1. The specification of services results from the relevant individual order. Documents, reports, ideas, drafts, models, samples and all other results produced from the provision of services are a part of the order. The results of the service may be described in more detail in specifications, service descriptions, timetables and other documents. Enclosures named in the order are an integral part thereof.
2. The supplier renders his services with the utmost care in consideration of the best available knowledge and technology, the safety regulations of the official authorities and professional associations as well as their own knowledge and experience now or during the work for the order. The supplier guarantees compliance with statutory regulations, the agreed technical specifications and other guidelines.

3. The complete execution of the ordered deliveries and services by third parties requires the written consent of GLUSKE-BKV.
4. The supplier will draft drawings, data and other documentation in accordance with the requirements, regulations and guidelines of GLUSKE-BKV and its customers. In the event of ambiguities the supplier agrees to obtain all necessary information before the start of work. Any computer systems and programs used for the documentation that are not compatible with Microsoft must be agreed with GLUSKE-BKV in advance. The supplier agrees to provide the relevant information before starting work on the order.
5. The supplier will provide details of the composition of the delivery object at GLUSKE-BKV's request wherever this is necessary to comply with national and international official conditions.
6. GLUSKE-BKV is entitled to demand reasonable changes to the order in terms of design, execution, quantity and delivery time as long as the supplier has not yet fully met his obligations, wherever these are considered necessary by GLUSKE-BKV for production reasons. The consequences (e.g. extra or reduced costs, delivery dates, etc.) are to be settled appropriately by both parties.
7. The supplier agrees to immediately communicate in writing any misgivings he has about the nature of the design of the service/delivery wished by GLUSKE-BKV and suggest changes that he considers necessary to meet the agreed specifications or statutory requirements.
8. Delivery items are to be packaged, labelled and dispatched according to custom and usage. Packaging and dispatch regulations must be observed. Unauthorised packaging materials will be disposed of or returned at the supplier's expense. Dispatch documents such as delivery notes and packing slips must always be enclosed with the deliveries. Packaging materials are only to be used to the extent necessary to achieve this purpose. Packaging materials and fillers may only be used that are environmentally compatible and do not hinder a material recycling.
9. The supplier agrees to deliver spare parts for the period of normal technical use, though at least ten years after the last delivery, on reasonable terms.
10. If the supplier ceases deliveries of spare parts at the end of the period specified in section 9 or the delivery of the delivery item during this period we must be given the chance to place a final order.

4 Delivery periods, default and liability for defects

1. Agreed dates and deadlines are binding. Advance and partial deliveries are only allowed with the written consent of GLUSKE-BKV. The surrender of the total contractual service to GLUSKE-BKV is decisive for compliance with the delivery date or delivery period. Partial performances are not allowed unless expressly agreed otherwise. GLUSKE-BKV is in this respect entitled to cancel the remaining quantity.
2. The delivery period quoted in the order is binding.
3. In the event of a default in delivery, a contract penalty amounting to 0.3 % of the value of deliveries is agreed for each week of default or part thereof. The maximum contract penalty is limited to 5 % of the value of deliveries. This does not affect the enforcement of further claims. The contract penalty is to be set off against any damage caused by the delay that has occurred or been claimed. GLUSKE-BKV is entitled to claim a contract penalty along with performance, but hereby agrees to inform the supplier of the reservation of the contract penalty within 10 working days at the latest, calculated from receipt of the delayed delivery.
4. As for the rest, GLUSKE-BKV is entitled to the statutory claims in the event of a default in delivery and faulty delivery. GLUSKE-BKV is also entitled to exercise the option between a remedy of defects and new delivery at their choice. GLUSKE-BKV is in particular entitled to demand compensation for damages in lieu of the delivery if an appropriate extension expires to no avail and to cancel the order given the statutory preconditions. If compensation for damages is claimed the supplier is en-

titled to prove that GLUSKE-BKV has suffered no or only a significantly lower damage as a result of the default. In the event of any supplementary performance, the supplier agrees to immediately remedy the defects free to the destination at their own costs or to make a new delivery. He must bear all costs related to the supplementary performance including the necessary travelling expenses

5. In urgent cases, e.g. in the event of imminent danger or in cases where a contractual obligation on the part of GLUSKE-BKV requires an immediate remedy of defects, Joachim Gluske can remedy the defect or have the defect remedied by a third party at the supplier's expense without setting a term for the remedy of the defect. The same applies if the supplier makes a further faulty delivery after discovery of the defect and corresponding notification of the supplier.
6. The supplier must immediately inform GLUSKE-BKV in writing if it becomes clear that contractually agreed interim or final deadlines cannot be met. This notification does not affect the statutory rights of GLUSKE-BKV.

5 Remuneration

1. The supplier receives the remuneration agreed in the order for the agreed performance results and will make out a detailed invoice for this amount. The invoice will be made out for the total amount after acceptance of the complete order performance.
2. Invoices are to be sent to GLUSKE-BKV quoting the order number, order code and number of each individual item. Otherwise they will not initiate a payment period.
3. All payments will be made by bank transfer or cheque within 14 days of receipt of invoice with 3% discount or within 30 days with 2% discount or within 60 days net. A discount can also be deducted in the event of an offset or retention on account of defects.
4. The VAT must be shown separately in the invoice.
5. The supplier is not entitled to assign their claims to third parties or have these collected by third parties. Exceptions to this rule require the express written consent of GLUSKE-BKV.
6. Payments by GLUSKE-BKV will be deemed to have been made as soon as they have been passed for payment.
7. There can be no default in payment without a reminder.
8. If a customer-supplier relationship arises where GLUSKE-BKV is both customer and supplier (e.g. through supplied products) and if the supplier has outstanding debts to GLUSKE-BKV from this relationship - GLUSKE-BKV is in principle entitled to set these claims off against the supplier's outstanding debts to GLUSKE-BKV.

6 Components or tools used in product development and reservation of title

1. Components or tools used in product development (e.g. crates, Europallets) remain the property of GLUSKE-BKV and are to be stored, marked and managed separately by the supplier free of charge. They may only be used for the corresponding individual order. The supplier must make replacements in the event of a depreciation in value or loss and take out insurances for this purpose at his expense. This also applies for the calculated surrender of order-specific material.
2. The test documentation to be generated during production (if agreed in the A/PA) on the basis of the exchanged AIPA (work and test instructions) are to be archived separately as originals by the supplier for 5 years, unless otherwise agreed in writing, and surrendered at any time at the request of GLUSKE-BKV. There are no rights of retention.
3. Our tools, models, moulds, accessory devices, etc. (hereinafter referred to simply as tools) that are provided for the contractual performance are to be treated with the utmost care, identified as our property and stored separately. All tools, models, samples, drawings or other documents which we provide for the supplier remain our property and may not be disclosed to third parties without our consent.
4. Any change to the tools must be approved in advance by GLUSKE-BKV. A new first sample test report must be drafted following changes to cavities and requires a new serial approval from GLUSKE-BKV. Process suitability proofs will be ordered separately wherever necessary.
5. GLUSKE-BKV is entitled to either demand the surrender of the tools or to have the tools scrapped by the supplier at no cost to GLUSKE-BKV and at any time. Scrapping the tools requires our prior consent. There are no rights of retention.
6. If we provide parts to the supplier we reserve ownership of these parts. Processing or conversion work by the supplier is carried out on our behalf. If our reserved goods are processed with other objects that do not belong to us we acquire co-ownership of the new item at the ratio of the value of our goods (purchase price plus VAT) to the other processed objects at the time of processing.
7. If the goods we supply are inextricably mixed with other items that do not belong to us, we acquire co-ownership of the new item at the ratio of the reserved goods (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixture is such that the supplier's item can be regarded as the main item, it is agreed that the supplier transfers proportionate co-ownership to us; the supplier safeguards the sole ownership or co-ownership for us.
8. In as much as our due security interests in accordance with section (6) and/or section (7) exceeds the purchase price of all our unpaid reserved goods by more than 10 %, we agree to release the security interests of our choice at the supplier's request.

7 Statute of limitation, complaint obligation and release

1. The limitation period for claims and rights of GLUSKE-BKV on account of defects is 36 months. This period also applies if the claims are not related to a defect. Longer statutory limitation periods are not affected. This applies in particular for cases of § 438 paragraph 1 BGB (defects of title for immovables), § 438 I 2 BGB (buildings, goods for buildings) or § 634 a paragraph 2 BGB (buildings or works whose success consists in the rendering of planning or monitoring services therefore). The regulations on the start of the limitation period, interruption of expiry, expiry and new start of periods also remain unaffected.
2. Since GLUSKE-BKV only carries out random sampling of incoming goods, defects may be discovered at a later date and a complaint still be sent to the supplier. Errors on the part of GLUSKE-BKV must be notified immediately as soon as they are discovered in the course of an orderly course of business. In this respect the supplier waives the objection of a delayed notification of defects. The notification of a defect interrupts the limitation period for the claim for a material defect as regards the defective part of the delivery up to complete elimination of the defect.

3. If GLUSKE-BKV is taken to court on account of a violation of official safety regulations or national or international product liability regulations on account of a defect in our products that can be traced to the goods or services of the supplier, we are entitled to claim these damages from the supplier, including the costs incurred through the prosecution, provided they are caused by the products delivered by the supplier. If we are obliged to recall products on account of a defect caused by the supplier's delivery item, or if a recall action is at least appropriate, the supplier is obliged to bear the costs thereof. If the costs are to be split on account of a joint responsibility, paragraphs 5 and 6 of the product liability act are to be applied accordingly. The supplier must identify the delivery items in such a way that he can identify them permanently as his products. The supplier must perform appropriate, state-of-the-art quality assurance measures and submit proof of these on request. The supplier must conclude a quality agreement with us wherever we consider this to be necessary. The supplier agrees to take out an appropriate public liability insurance against all product liability risks, including a recall risk. The supplier must immediately submit proof of the conclusion of this agreement at our request.

8 Ownership of newly manufactured tools

1. Inasmuch as the supplier manufactures the products using tools that have been specially made for this order, he will manufacture these tools for GLUSKE-BKV as owner. The title to these tools is transferred to Joachim Gluske on their manufacture. This applies in particular for orders of upset parts.
2. If the tools remain with the supplier the transfer is replaced by a storage of these by the supplier for GLUSKE-BKV with the diligence usual for his own affairs. The supplier will surrender the tools at the latest on termination of the order at the request of GLUSKE-BKV. The supplier must surrender them earlier if he is no longer willing or able to continue supplying GLUSKE-BKV on the former terms despite an order from GLUSKE-BKV. GLUSKE-BKV is also entitled to demand their surrender if the supplier goes bankrupt or files for insolvency.

9 Industrial property rights

1. The supplier vouches that the items or services he delivers do not violate national or international industrial property rights. The supplier agrees to indemnify GLUSKE-BKV and/or their customer(s) if a claim is lodged against them either out of court or through legal action on account of the violation of industrial property rights. In the event of legal action the supplier must provide legal assistance on request. In addition, the supplier must compensate all damages suffered by GLUSKE-BKV and/or their customer(s) from the fact that they trusted in the free use of the delivered items or services. The supplier only has to compensate a damage suffered by a customer of GLUSKE-BKV if this customer brings action against GLUSKE-BKV.
2. The supplier cannot be held liable if he has manufactured the delivered objects or rendered the delivered services exclusively in accordance with the drawings and models supplied by GLUSKE-BKV and he did or could not know that the manufacture of the objects or rendering of the services was an infringement in the aforementioned sense.

10 Other agreements

1. GLUSKE-BKV is entitled to terminate the contract if the supplier suspends payments or if bankruptcy proceedings are instituted against the supplier or legal or out-of-court composition proceedings are applied for. If the contract is not terminated, GLUSKE-BKV can withhold a sum of at least 10% of the remuneration as security for the contractual claims up until expiry of the contractual limitation period for warranty claims. Further statutory rights remain unaffected.
2. Unless expressly otherwise agreed, the supplier agrees to publish a material delivered to GLUSKE-BKV in the <IMDS> (International-Material-Data-System) at the request of Joachim Gluske. To this end, he must register with the <IMDS> and disclose his material composition according to the regulations thereof.
3. Place of performance for the services and deliveries is the office of the principal, unless otherwise agreed in the contract.
4. Place of jurisdiction is the office of the principal. However, the principal is entitled to appeal to any pertinent court.
5. The law of the Federal Republic of Germany is exclusively applicable supplemental to these conditions. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable.