



I. Binding conditions

The Supplier undertakes to design and manufacture the tools according to the state of the art. When carrying out an order, the Supplier shall adhere to the EC Machinery Directive, the applicable regulations on accident prevention and work safety, applicable legal provisions, and all generally accepted safety and occupational health standards.

II. Service life

The Supplier warrants and guarantees the agreed minimum service life or output quantity for the tools according to the respective stipulations in the order and order confirmation.

III. Payment

A tool is not considered a series-production tool and payment is not released until the initial samples supplied to us free of charge have been approved by our customer's quality assurance and the SOP has been carried out. Payment of the agreed price is not made until photographs evidencing the progress of construction and hand-over of equipment and the complete design documents according to Section IV have been provided.

IV. Ownership

When payment has been made in full, we acquire the full unrestricted rights of property in the tool. This transfer of title includes the transfer of all usufruct rights relating to the experience and knowledge the Supplier has contributed in connection with the tool, irrespective of whether these are protected by intellectual property rights or not. If the tool remains at the Supplier site in order to be deployed in production, the hand-over of the tool is waived and the tool is instead kept safe for the benefit of the customer.

Newly manufactured tools that replace an original tool also become our property. This also applies to modified or exchanged components when a tool is modified.

V. Marking

The Supplier shall permanently mark the tool in such a way that the details of ownership are clearly visible at any time. The Supplier shall provide photographic evidence of this.

VI. Design documents

All drawings, photographs, CAD data sets and eroding/milling programs are part of the delivery and are to be provided to us in duplicate when the tool is delivered to us. This comprises the complete design documents, tool data sheets and all other resources. We have the right to reproduce the tool without limitations.

In the event that we have provided drawings and the Supplier wishes to alter these, this is only permissible upon having obtained our written approval and is at the Supplier's own cost. Necessary technical changes after the order has been placed must be submitted to us for approval.

VII. Insurance

For as long as the tool is in the Supplier's possession, the Supplier shall store the tool and keep it safe, applying due diligence, at no cost for us. The Supplier shall take out insurance cover against theft, loss, or damage through fire etc. The Supplier shall appoint specially trained staff to carry out maintenance and care of the tool and shall bear the running costs this incurs.

VIII. Repairs

As long as the tool is with the Supplier, repairs are carried out at the Supplier's

expense. Costs for the replacement of tools, which may become necessary in order to produce parts in line with the measurements and tolerances determined by us for serial and spare parts production, shall also be borne by the Supplier. Tools used as replacements require our approval for new initial samples, which are to be provided to us free of charge. Payments for replacement tools are made according to Section III.

IX. Sub-suppliers

1. The full or partial assignment of an order for the manufacture of a tool to a sub-supplier requires our expressly stated written approval.

2. If the tool, once manufactured, remains in the Supplier's possession for production purposes, the Supplier agrees to deliver the output of this tool exclusively to us. The Supplier may not pass on the tool to third parties, use it for its own or a third party's purposes, or scrap it. Scrapping may only occur after a non-use period of ten years and only with our prior written consent.

X. Inspection of the tool

We reserve the right to inspect the tool at any time during normal office hours.

XI. Delivery delay

In case of a delivery delay, we are entitled to a penalty of 5 % of the net order value per each full week of delay. However, the total penalty amount is limited to a maximum of 15% of the total net order value. Other statutory rights, including, but not limited to withdrawal from the contract and to damages, remain unaffected.

XII. Tool handover

We are entitled to request handover of the tool by the Supplier (handover location: Biebighäuser headquarters in Leverkusen) if:

- the end of the contractual term has been reached or the Supplier does not fulfil its delivery obligation;
- a delivery delay is imminent or has occurred for which the Supplier is responsible;
- the Supplier is incapable of meeting the required level of quality. The approval of the initial sample and process capability of the tool form the basis of quality evaluation.
- an application for opening of insolvency proceedings over the Supplier's estate is made;
- the Supplier discontinues its business or there is a change in control or ownership of the company's capital.

In any of the aforementioned events, the tool, including accessories, if any, is to be returned in good order and condition. Any costs incurred shall be borne by the Supplier. The tool may be made available to the Supplier again when its ability to deliver has been re-established.

XIII. Additional provisions

Our General Purchasing Conditions apply in addition to this document unless agreed differently in the provisions herein.

XIV. General provisions

Should any provision of these provisions be or become fully or partially ineffective, the effectiveness of the other provisions and the remaining part of the ineffective condition remain unaffected. In such a case, the contract Parties already agree to enter negotiations with the aim of replacing the ineffective provision with one that comes as close as possible to the economic intent originally envisaged by the Parties.