

§ 1 General terms and conditions

1 We supply components for gas-heating, air conditioning and hot water systems as well as other products to provide comfort in camping vehicles, especially caravans and camper vans (motor vehicles). The Supplier provides modules that we require in the manufacture of components.

2 Our orders are governed solely by the following purchasing terms and conditions (terms and conditions). Other terms and conditions, especially the Supplier's terms and conditions of sale, will only apply when we have expressly confirmed them in writing. The Supplier acknowledges our terms and conditions by confirming our order.

3 The above does not apply when goods are called-off as part of framework orders (§2); these may be notified by text or verbally.

4 We are only bound to our order for a maximum of fourteen days from the date of the order. The supply contract will have been concluded when we receive an order confirmation from the Supplier in text form within this period. In the event of discrepancies between the order confirmation and our order, the differences will only apply when we have expressly acknowledged them in writing.

§ 2 Framework orders

1 In long-term supply contracts (framework orders), the order for the total quantity is binding. The Supplier undertakes to deliver certain part-shipments when they are called off.

2 In general, advance production of the individual call-offs is only permitted when production has been authorised in writing. The Supplier may only order materials in advance to the extent that we have given our approval to the materials. In order to enable technical changes to be incorporated into ongoing serial production, any additional production or advanced ordering of materials is only permitted subject to our written consent.

§ 3 Initial production

1 When placing orders for an initial production of parts, we will supply drawings and/or documents together with the order enquiry, showing all dimensions, quality features and guaranteed properties (required properties). These drawings and documents will remain our property. The Supplier is obliged to return documents and drawings provided immediately should the order not be placed.

2 The Supplier undertakes to manufacture prototypes at his expense well in advance of serial production, using the final raw materials and manufactured according to the conditions applicable in serial production, and to prepare a test report on this prototype.

3 The prototype test report must show the data recorded on all the dimensions, quality features and properties we have provided. It will include a comparison of the required and the actual qualities together with information on tolerances. The prototype test report must draw attention to cases in which the Supplier's manufacturing process was unable to test certain features of the prototype or when features desired by us have not been achieved.

4 Consent to serial production by the Supplier will depend on the results of our own examination of the prototype and will be issued by us in writing.

5 Should the agreed properties not be met, we are entitled to set a reasonable grace period in order to meet the requirements and to annul the contract and/or to demand compensation should this period expire without a successful outcome.

6 The Supplier guarantees that the parts manufactured during serial production will have the same properties as the approved prototype. He is not entitled to make unilateral changes that influence quality.

§ 4 Tools

1 Tools we provide for the manufacture of the product ordered

remain our property. Should the Supplier be required to manufacture the tools himself or to procure them in his own name, we shall become the owner of the tools, including the design documents, as soon as we have fully paid the agreed tool price.

2 We are entitled to demand the return of the tools and design documents in the following cases:

a) should the order not be carried out according to contract within a reasonable period of time;

b) should the Supplier's operations be closed or his assets be subject to the initiation of insolvency proceedings;

c) should a follow-up order not be placed for reasons for which the Supplier is responsible.

3 The Supplier will receive compensation should the tool not have been fully completed at the time its restitution is demanded. This will be calculated on the basis of the degree of completion in proportion to the final price of the tool as agreed in the order, whereby any damage that we have suffered may be deducted from this price.

4 We are entitled to demand the refund of all payments already made towards the cost of the tool should it prove to be unsuitable for production purposes before serial production begins, especially because quality and/or purchasing agreements have not been complied with. Should this only become evident after serial production has begun, the Supplier undertakes to reimburse that part of the tool costs corresponding with the number of parts not yet delivered to the agreed total output.

§ 5 Fulfilment of the order

1 The Supplier will carry out the orders using his own employees in his own factory; chiefly for reasons of quality and possibly also import duties, our consent is required to a transfer of production. Orders may only be contracted out with our express, written approval.

2 Our drawings, documents and tools as well as other confidential information may only be given or otherwise made accessible to third parties or used for deliveries to third parties with our prior consent. The products developed and/or manufactured with the aid of such documents, equipment or confidential information may only be supplied to third parties with our written consent; this also applies to products that the Supplier has developed on the basis of information we have supplied or mainly thanks to our assistance. Persons and companies in any way involved with the distribution of our products are also considered third parties for the purposes of this provision.

3 The Supplier is required to adequately look after the documents, drawings, tools and test materials provided by us in order to carry out an order and to insure them adequately against risks (fire, water, burglary etc.). He is required to impose the obligations in this paragraph on his sub-contractors in an appropriate manner.

4 Subject to prior notice, we are entitled at any time to inspect the manufacturing and quality control facilities used for the item supplied as well as the Supplier's quality records and, where applicable, also those of sub-contractors.

5 The contractual partners mutually undertake to treat as business secrets all commercial and technical information that is not generally known and which becomes known to them through their business relationship.

§ 6 Environmental considerations

1 The Supplier is required to ensure that no materials that are prohibited under applicable regulations are used in the manufacture of the item ordered. The term applicable regulations refers in particular to the EU Old Motor Vehicle Directive 2000/53 and its implementation in national law as well as the EU REACH Directive 1907/2006. Moreover, the use of six-value chrome is considered a material defect.

2 The Supplier is required to ensure the environmental compatibility of the transport

insurance/packaging used and as far as possible to avoid the occurrence of packaging refuse.

§ 7 Place of fulfilment

1
The place of fulfilment is Truma Gerätetechnik GmbH & Co. KG's factory located at Wernher-von-Braun-Straße 12 in 85640 Putzbrunn bei München.

We will not assume risk for the item delivered until it is received by our factory or at the destination we name.

§ 8 Prices/delivery

1
The prices we state in our orders are fixed prices and apply to the whole order or the whole framework order. These prices include the legally applicable value added tax.

2
The required destination as mixed cargo is 85640 Putzbrunn.

We may deduct any additional costs we incur from the invoice(s) should this delivery requirement not be complied with.

§ 9 Delivery time

1
The Supplier is required to state a binding delivery date in his order confirmation. Compliance with delivery dates will be governed by when the goods are received at their destination.

2
We are entitled to cancel our order should delivery not have been made after a grace period has expired; this will also apply should no one be responsible for the delay. Should we cancel the order, we are entitled to keep part shipments and to cancel the order solely with respect to that part that is still outstanding.

3
The Supplier is required to inform us immediately of all circumstances delaying compliance with delivery dates. This will however neither absolve the Supplier from its obligation to fulfil the order nor its obligation to pay compensation.

4
In the event of delays for which the Supplier is responsible, we are entitled to demand a contractual penalty of 0.3% per day of the net value of the delivery up to a maximum of 5%. This will not preclude our right to demand additional damages. The Supplier reserves the right to prove that we have incurred no damage

whatsoever or lesser damage than that claimed.

§ 10 Payment conditions

We will pay invoices for goods received by the first on the tenth day of the same month and invoices for deliveries received by the sixteenth on the twenty-fifth day of the same month subject to deduction of a cash discount of 3%.

After 60 days payment will be made without any deduction. We are entitled to pay by way of re-discountable bills of exchange, for which we will pay any expenses incurred.

§ 11 Breach of obligations and warranty

1
The Supplier warrants that the goods delivered comply with the applicable legal regulations governing their use and distribution as well as with the latest state of technology and do not infringe any rights of third parties. The Supplier also warrants the agreed properties of the goods delivered within the periods of time referred to below. The Supplier's liability also applies to parts supplied or manufactured by sub-contractors.

2
The Supplier is liable to us for all damage we incur as a result of the infringement of a contractual obligation.

3
We will report defects in the goods delivered within ten days of having received them, provided that such defects can be recognised by means of an examination as part of normal operating conditions. We will report defects not revealed by such an examination within 10 days of their having been established. Dispatch of notification of the defect to the Supplier within these periods of time is sufficient for compliance with these deadlines.

4
The Supplier's liability for rights associated with defects and warranty claims lasts three years from the date the goods are handed over.

5
In the event of the delivery of defective goods, we are entitled to demand subsequent performance, i.e. at our option, either repair or a replacement shipment. Should the Supplier fail to comply with our demand for subsequent performance within a grace period set by us, we may – also in cases of minor defects

- opt either to annul the contract and return the goods at the Supplier's risk and expense or to reduce the price of the goods. We are entitled to demand compensation should the Supplier or his agents be responsible for the defect.

It is not mandatory to set a grace period beforehand should subsequent performance be impossible, should the Supplier seriously and finally refuse to provide subsequent performance, should subsequent performance be unsuccessful or should the price for the goods be reduced, particularly should our order relate to a fixed transaction.

The Supplier is required to pay the costs we incur should we agree with the Supplier that we will carry out subsequent performance ourselves or assign a third party to do this on our behalf.

In cases of subsequent fulfilment, the expiry dates of our claims for defects against the Supplier will be suspended from the time we notify the defect until the goods are fully usable.

6
Should the same goods be delivered repeatedly in a defective condition, we are entitled, after having issued a written caution and in the event of a renewed defective shipment, to annul the contract on account of the order not having been completely fulfilled.

7
Should we conclude a quality assurance agreement with the Supplier, the conditions of this agreement will have precedence over these terms and conditions, particularly with respect to rights in the event of defects and warranty conditions.

§ 12 Product liability

The Supplier will relieve us of claims for compensation pursued by third parties on account of product damage that has its origin in the area controlled and organised by the Supplier. The Supplier will also indemnify us for the costs of recall actions initiated according to our best judgement.

§ 13 Proprietary rights

The Supplier will relieve us of claims for compensation pursued by third parties on account of infringements of commercial proprietary rights connected with his shipment should he have been aware or ought to have been aware of the infringement.

§ 14 Reservation of title

1
Should we provide the Supplier with goods and/or raw material for the manufacture of the products delivered, these will remain our property. The Supplier always processes and converts the goods/raw materials to which we have title on our behalf.

2
The Supplier is not entitled to mortgage goods we have supplied or transfer title to them as security without our consent. The Supplier is required to notify us immediately of possible acts of intervention by third parties (seizures).

3
We do not recognise provisions in the Supplier's Standard Terms and Conditions in which an enlarged or extended retention of title is agreed. Such a reservation of title requires our written consent.

4
The Supplier is not entitled to assign his claims due from us or have them collected by a third party without our prior written consent, which may not be unreasonably withheld.

§ 15 Concluding provisions

1
Unless anything to the contrary has been agreed, only German law will apply. The application of UN purchasing law (CISG) is excluded.

2
The legal venue for both contractual parties for all disputes is Munich.

3
Should individual terms and conditions of the above be or become invalid, this will not impair the validity of the remaining provisions. The contractual parties will be obliged to replace the invalid provision with a provision that, as far as possible, approximates to the commercial outcome of the invalid provision.