

## General Purchasing Conditions at Double Q GmbH (German Limited Liability Company)

### Double Q GmbH

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### § 1 Contractual Basis

1) We order exclusively on the basis of our General Purchasing Conditions. Other conditions shall not become the subject terms of a contract, even if we do not expressly object to them. In the event that we accept deliveries or performance from our suppliers, even without explicit objection, under no circumstances can this be taken to infer that we would have accepted other conditions or terms. These General Purchasing Conditions also apply to all future contractual relationships with our suppliers, even when we do not specifically refer once again to the applicability of these Conditions.

2) Our Purchasing Conditions are being unconditionally accepted by our suppliers with the execution of our order.

3) All agreements that contain an amendment, supplement or more detailed specification of these contractual conditions, as well as those containing special warranties and arrangements, are to be put down in writing. If they are stated by representatives or auxiliaries of Double Q, they are binding only when Double Q grants its written consent thereto.

### § 2 Conclusion of the Contract

1) Proposals and/or offers must correspond to our enquiries; alternatives are welcome and to be denoted as such. Proposals, offers and cost estimates submitted to us are free of charge and non-binding.

2) If our suppliers do not accept our order in the form of a written order confirmation within 4 work days following receipt, we are entitled to cancellation.

3) Only orders issued in writing are legally binding. Orders issued verbally or via telephone require subsequent written confirmation by our executive management to attain legal validity. The same applies to verbal ancillary agreements and amendments to the contract. Orders, call-off orders and amendments or supplements thereto may equally take place via remote data transmission or via machine-readable data storage media. E-mails encrypted in compliance with the German Digital Signature Act are equivalent to the written form.

### § 3 Prices

1) The prices agreed are fixed prices and understood to be subject to the respectively applicable additional VAT. They rule out subsequent claims of any nature whatsoever. Charges for packaging and delivery to the shipping address and/or point of use designated by us, as well as the costs for customs formalities and customs duties, are included in the prices.

2) We reserve the right to approve overdeliveries or underdeliveries.

### § 4 Performance and Shipment

1) Our purchase order number, project number and article description are to be indicated on shipping documents, consignment notes, bills of lading, invoices and all correspondence with us. We reserve the right to refuse acceptance in the event of unlabelled or incorrectly labelled merchandise, as well as in the absence of shipping documents.

2) Shipping occurs at the risk of the supplier. The risk of any deterioration whatsoever, including accidental loss, consequently remains with our supplier until delivery to the shipping address and/or point of use desired by us.

3) Insofar as certifications regarding tests on materials are agreed, they constitute an essential component of the delivery and must be received together with the merchandise.

4) In the event of faulty delivery, we are entitled to withhold payment in proportion to the value until proper fulfilment has been rendered. A payment made by us does not signify any acknowledgement whatsoever of the invoicing involved, nor does it signify freedom from deficiency in performance.

## § 5 Packaging, Labelling

1) The obligation on the part of our suppliers with regard to taking back packaging conforms to statutory provisions. The merchandise is to be packaged in such a manner that transport damages are averted. Packaging materials are to be utilised solely to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials are allowed to be used. The supplier takes back the packaging from us at its own expense upon request.

2) All goods are to be delivered in units of identical items without mixing them.

3) All package units are to be labeled with the following data on the front side using a minimum German standard DIN A5-sized format:

- article description
- article number (Double Q article number)
- quantity per packaging unit
- Double Q order number
- packaging date
- weight per item

## § 6 Certificates of Origin, Proof of Compliance with Sales Tax Laws, Export Restrictions

1) Certificates of origin requested by us shall be made available promptly by the contractor, including all necessary information and properly signed. The equivalent applies to proof of compliance with sales tax laws in the case of deliveries from abroad and intra-Community supplies.

2) The supplier shall notify us promptly when a shipment, whether in whole or in part, is subject to export restrictions pursuant to German or other legislation.

## § 7 Place of Performance, Transfer of Risk

Our registered office is the place of performance for the delivery and performance obligation, as well as for all other obligations resulting from the contractual relationship. Risk devolves upon us following acceptance approval when merchandise is handed over in the event of delivery including setting-up or assembly, as well as in the case of performance-related services to be rendered successfully.

## § 8 Issuing of Invoices and Payment

1) Once delivery has occurred, invoices are to be submitted to us in duplicate separately in proper form together with all associated documents and data. Improperly submitted invoices are not deemed by us as received until the date of subsequent correction thereof.

2) Calculated pursuant to delivery/performance and receipt of the invoice, payment ensues in accordance with customary business practice, either within 14 calendar days less a 3% early payment discount, or after 30 calendar days as the full net sum.

3) Invoices are to be billed in euros. Payments are to be remitted in euros.

## § 9 Collateral Security

If we remit advance payments on our order, we are entitled to stipulate the transfer of the corresponding materials by way of security at any time, particularly of those objects ordered or currently being processed.

## § 10 Assignment, Subrogation, Change in Company

1) The supplier may not assign claims against us, neither in whole nor in part, without our explicit prior consent; we shall not withhold consent without good cause.

2) For assignments based on extended retention of title, consent is deemed to have been granted from the outset, subject to the proviso that we reserve all rights vis-à-vis the assignee that we would be entitled to without the assignment vis-à-vis the supplier, including rights stemming from other contractual relationships.

3) The supplier may not transfer the fulfilment of its contractual obligations to third parties, neither in whole nor in part, without our explicit prior consent. If this consent is granted, the contractor remains accountable and is jointly and severally liable.

4) The supplier is to notify us promptly of any transfer of contract occurring by operation of law and of any change to its company.

## § 11 Delivery Date, Delayed Delivery

1) The agreed delivery dates are binding. Decisive for adherence to the delivery date or period of delivery is the receipt of goods at the receiving station and/or point of use specified by us, or the timeliness of successful acceptance. Consequently, designated delivery dates are fundamentally arrival dates for incoming goods and not dates of departure from the supplier's premises.

2) If the supplier realises that an agreed deadline cannot be kept for any reasons whatsoever, the supplier is to notify us of this promptly in writing while stating the reasons and indicating the prospective duration of the delay.

3) In the event that binding dates of delivery or performance are exceeded, the supplier is in default, even without this necessitating an explicit monition on our part.

4) Following fruitless expiration of a reasonable deadline set by us, we are entitled – at our discretion – to demand compensation instead of the deliverable involved and/or to obtain a substitute from a third party. The entitlement to the deliverable is ruled out as soon as we have demanded compensation in place of the deliverable.

## § 12 Guarantee, Warranty, Product Liability

1) The supplier guarantees and assures that all deliveries/deliverables are in conformity with the latest technology and comply with pertinent statutory provisions as well as with regulations and directives issued by government agencies, co-operative associations for professions and federations of specialists.

2) At the time risk is transferred, all deliverables on the part of the supplier must correspond to the characteristics designated in our order and be unconditionally suitable for the customary operational period of use and the purpose set out in the contract or, in

the event that such purpose is not specified, be unconditionally suitable for the purpose for which said deliverables are customarily utilised.

3) In the event of material defects and deficiencies in title pertaining to deliverables on the part of the supplier, the statutory provisions apply with the proviso that, in the case of purchase agreements, delivery contracts for work and services and contracts for work and services, we are entitled to the right to choose regarding the nature of subsequent performance: rectification or substitute delivery. We are entitled to set a reasonable time limit for subsequent performance, except where subsequent performance is untenable for us. In addition to cases regulated by law, an untenability of this nature can, in particular, also result from an impending unreasonable delay or an uncertain prospect of success in relation to equipment, plants or facilities bearing a relevance to safety or those necessary for operations or business. A mutual stipulation of a subsequent period for performance has the same legal implications as the setting of a time limit by us.

4) Without prejudice to statutory entitlements, even in the case of purchase agreements and delivery contracts for work and services, in the event of material defects and following the fruitless expiration of a deadline set for subsequent performance pursuant to Section 637 of the German Civil Code (“BGB”), we are entitled to a right to remedy said defects ourselves along with an entitlement to advance payment.

5) Insofar as statutory or contractual provisions in force entitle us to rescission in the event of non-rendered or not properly rendered performance, and to the extent that this non-fulfilment or poorly rendered fulfilment is limited to a definable segment of the deliverable, rescission can be restricted to this segment while upholding the remainder of the contract.

6) Upon exercising the right to rescission due to non-rendered or not properly rendered performance, as well as in the event of entitlement to compensation instead of the deliverable involved, if performance or the remainder thereof must be awarded elsewhere we are entitled – without prejudice to statutory rights – to a claim to advance payment in a commensurate amount due to the costs to be expected. In this case we are obliged to obtain multiple tenders solely to the extent that no substantial time delays or disruptions of operational, production or business workflows arise or threaten to arise. We invoice for own work/performance at market prices on an arm’s length basis.

7) Insofar as inspection of the deliverable and complaint notification pursuant to Section 377 para. 1 of the German Commercial Code (“HGB”) is incumbent upon us, two weeks from the time of delivery are available to us for the timely fulfilment thereof. The complaint regarding a deficiency which first becomes apparent at a later date is to be reported in a timely manner pursuant to Section 377 para. 3 of the German Commercial Code (“HGB”) up to two weeks after discovery of the deficiency have elapsed.

8) If a material defect becomes apparent within six months since the transfer of risk, it shall be presumed that the item was already defective at the time of the transfer of risk unless this presumption is inconsistent with the nature of the item or the defect.

9) In the case of deliveries/deliverables on the part of the supplier and equally in the case of supplies or ancillary deliverables on the part of third parties, the supplier obligates itself to utilise environmentally friendly products and processes within the framework of economical and technical options. The supplier is liable for the environmental compatibility of the products and packing materials delivered and for all consequential damages that arise due to the breaching of the supplier’s statutory obligations for disposal.

The supplier is obligated to hand over the respective material safety data sheets (MSDS) applicable for its delivery together with the delivery. The supplier indemnifies us against all recourse claims by third parties in the event that the material safety data sheets are not delivered to us or are supplied at a later date. The same applies to all amendments made at a later date.

10) In fulfilment of our obligation to mitigate damage, minor deficiencies can be resolved by us on our own without the warranty obligation being affected as a result. We may subsequently charge the necessary expenses incurred at the expense of the supplier.

11) Insofar as it has not been explicitly agreed otherwise, the statutory warranty period applies. The warranty period for replacements and/or spare parts is two years following installation/commissioning and ends, at the latest, four years after delivery. As applies to supplied parts which were unable to be kept in operation during the investigation of a defect and/or the rectification of a defect, an ongoing warranty period is extended to include the duration of the disruption of operations. As applies to mended or newly supplied parts, the warranty period commences anew with the completion of rectification or, when acceptance approval must occur, upon acceptance approval.

12) If claims are lodged against us due to violation of official safety regulations or on the basis of domestic or foreign product liability regulations or laws due to a defectiveness of our product which is attributable to merchandise from the supplier, we are entitled to request compensation for this damage on first demand insofar as the damage has been caused by products delivered by the supplier. Said damage equally encompasses the costs of a precautionary recall campaign. To the extent possible and within reason, we shall notify the supplier regarding the content and scope of recall measures to be implemented and give the supplier the opportunity to state its position.

The supplier shall label its delivery items in such a manner that they are sustainably identifiable as its products.

The supplier is to carry out quality assurance which is suitable in terms of both nature and scope and complies with the latest technology, and must provide us with proof thereof upon request. Insofar as we deem it to be necessary, the supplier shall conclude a corresponding quality assurance agreement with us. In addition, the supplier shall take out insurance in a commensurate amount against all risks resulting from product liability, including risk of recall, and present the insurance policy to us for inspection upon request.

#### § 13 Industrial Property Rights

1) The supplier guarantees that all deliveries are devoid of rights on the part of third parties and, in particular, that patents, licenses or other industrial property rights are not being infringed upon through the delivery and use of the delivery items.

2) The supplier indemnifies us and our customers upon first demand in writing against claims on the part of third parties arising from any infringements of protective rights and also bears all costs that arise for us in conjunction with this.

3) We are entitled to obtain permission to utilise the delivery items and deliverables in question from the entitled party at the supplier's expense.

#### § 14 Non-Disclosure, Rights of Ownership, Customer Protection

1) Our suppliers obligate themselves to treat all commercial or technical details, know-how, particularly final artwork, layouts, samples or other information pertaining to design

and construction, which become known to them via the business relationship (“confidential information”) as a trade secret. Subsuppliers are to be equivalently obligated and named upon request by us. If our supplier becomes aware that confidential information has come into the possession of an unauthorised third party or a confidential document has been lost, the supplier shall promptly notify us thereof.

2) We retain the rights of ownership and copyrights to all drawings, drafts, computations and other documents, as well as other confidential information, entrusted to the supplier towards preparing a tender or proposal and, in the case of orders and/or a commission, entrusted to the supplier towards the execution thereof. These documents and confidential information may be disclosed to third parties solely with our written consent. The supplier is to treat them as confidential, keep them inaccessible to third parties, and surrender them to us at any time upon request, at the latest promptly following implementation of the contract. The supplier is accountable for the proper safekeeping of these documents and is liable for loss and damage. Irrespective of other rights, in the event of a breach of the confidentiality requirement we can withdraw from all contracts still in effect with the supplier without having to pay compensation to the supplier.

3) The supplier is to obligate its staff and subsuppliers to confidentiality under the same conditions as it has obligated itself towards us.

4) The commodities manufactured in accordance with these documents and those documents drawn up for us in conjunction with the execution of the order may be disclosed to third parties solely with our consent.

5) The obligation to non-disclosure remains equally in effect following settlement of a contract, except with regard to a breach whereby the confidential information becomes commonly known prior to such breach.

6) Upon termination of the business relationship, documents received are to be returned to the contractual partner without being requested to do so.

7) If the supplier has not obtained our explicit prior consent, the supplier obligates itself to refrain from: establishing contact with customers in a respective project or with their commissioning parties or other parties involved in the respective project; accepting or transacting contracts on its own for said customers and/or said parties involved. This equally applies for the time frame of one year following completion of the project, as well as to the conclusion of contracts and/or work resulting from said project.

## § 15 Rights of Use

Upon payment of the agreed remuneration in full, Double Q acquires the unlimited right to put all accomplishments rendered by the supplier for the project in the areas of design and development, in particular sketches, final artwork, layouts, samples, models, ideas, concepts and construction drawings along with the know-how generated on the occasion of enacting the project (referred to collectively as “outputs”) – independent thereof, whether the respective outputs exhibit the necessary threshold of originality pursuant to Sections 2 ff. of the German Copyright Act (“UrhG”) – into practice and to utilise said outputs without chronological and geographical restriction for all forms of deployment, means and measures. All rights of use to those outputs rendered by the supplier in the course of the project but not chosen for implementation equally devolve upon Double Q. The supplier is not permitted to make those outputs rendered by the supplier within the scope of the project accessible to third parties or to utilise said outputs for its own purposes.

## § 16 Retention of Title, Tools

1) Insofar as we provide the supplier with parts, we retain title thereto. If the item provided by us is compounded in an inseparable manner with other objects that do not belong to us, we consequently acquire co-ownership of the new item in proportion to the value of the retained item to other compounded objects at the time of compounding. If compounding occurs in such a manner that the supplier's item is to be viewed as the principal item, it is thus deemed to be agreed that proportional co-ownership shall be assigned to us; the supplier holds the sole ownership or co-ownership in custody on our behalf.

2) We retain title to tools. The supplier is obligated to utilise the tools exclusively for the manufacturing of those goods ordered by us. The supplier is obligated to insure those tools belonging to us against fire, water and theft damage at original value at its own expense. The supplier is obligated to carry out any necessary maintenance work and inspections in a timely manner and at its own expense. The supplier is to notify us promptly of any malfunctions or disruptions. If the supplier culpably fails to do so, we reserve the right of assertion of claims for damages.

#### § 17 Impediments to Performance, Legal Status of Subcontracted Suppliers

1) If the supplier is impeded or believes to be impeded in fulfilling the contract, the supplier is to notify us of this promptly while stating the causes and prospective duration of the impediment.

2) The supplier is liable for subcontracted deliveries to the same extent as for its own deliveries. In the event of suspicion of a defect or damage in conjunction with parts delivered by a subcontracted supplier within contractual performance or in conjunction with deliverables from subcontractors, the supplier is obligated to provide us with information upon request regarding the subcontracted supplier, intermediaries or subcontractors, as well as regarding all details and information necessary towards the assertion of claims against them.

#### § 18 Partial Ineffectiveness/Place of Jurisdiction

1) Should individual components of these General Purchasing Conditions be or become legally ineffective, this shall not impair the effectiveness of the remaining provisions as a result.

2) Insofar as the customer is an entrepreneur as defined by Section 14 of the German Civil Code ("BGB"), Hamburg, Germany shall be agreed as the place of jurisdiction for all disputes arising within the course of transacting this contractual relationship. However, we reserve the right to assert our claims at any other permissible place of jurisdiction.

3) Supplementary to these Conditions, the laws of the Federal Republic of Germany exclusively apply under exclusion of the rules governing conflicts of law in private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).