

Contract Terms and Conditions for Purchase Orders and Call-off Orders

1. General Provisions

- For our contracts, only our contract terms and our general terms of business apply.
- For any contract papers handed in with provisions deviant to our contract terms, we reserve ourselves the right to consider these as new quotation requests.
- If any provision(s) of these Contract Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

2. Running Time of Contracts

- Our contracts have a running time of 12 months, beginning as of receipt of our contract confirmation or beginning as of the starting date shown on the contract confirmation, if deviant to date of receipt. Any other provisions have to be explicitly agreed upon by Fischer Elektronik GmbH & Co. KG. There is no tacit extension of running time after expiry of a contract.

3. Validity of Contract Prices

- Within the agreed and/or offered running time of a contract, the contract prices offered and/or confirmed are valid under to following conditions:
 - The entire contract quantity, as agreed upon by the contractual parties, has to be called-off within the running time of the contract. We reserve ourselves the right to adjust prices for call-offs placed beyond the running time, as agreed upon by the contractual parties.
 - Minimum lot sizes for call-offs have to be respected by the contract partner.
 - The contract price is only valid for the technical state of a product, as shown on our quotation and / or confirmation. Any technical changes to this state offered and / or confirmed will render the related contract price invalid.

4. Placement of Call-Offs

- Call-offs have to be placed in a way, that the entire contract quantity is called-off within the running time of the contract. At expiry of contract, all remaining quantities not called-off so far will be placed automatically for earliest possible shipment.
- Call-offs placed at the very end of a contract's running time will be planned and confirmed for earliest possible shipment.
- The placement and receipt of call-offs by a third party has to be officially announced by the contract partner. It is furthermore subject to the explicit agreement by Fischer Elektronik GmbH & Co. KG. Should there be any call-offs placed by third parties that do not refer to Fischer Elektronik's actual contract partner and the respective contract, we reserve ourselves the right to refuse the third parties' request unless a proper permission is provided in writing by the actual contract partner.

5. Safety Stock

- The provisioning of a safety stock is never part of a contract quotation or of a contract confirmation. It can be part of a separate agreement between the contract partner and Fischer Elektronik GmbH & Co. KG. It is subject to a special purchasing obligation (see section 8).

6. Technical Changes during a Running Contract

- Within the running time of a contract, technical changes to contract quantities not called-off are possible under the following conditions:
 - The contract for the product with obsolete technical revision will be closed
 - A new quotation for the new technical revision

will be created. This new quotation will only show the remaining contract quantity of the preceding contract. The pricing for the new technical revision, though, will consider the total original quantity of the preceding contract.

- There will be supplementary costs for the changes to be put into practice.
- Relates a technical change to one or several placed call-offs from a contract, these can be considered under the following conditions:
 - The respective call-off(s) are not firmly scheduled for production.
 - The contract for the product with obsolete technical revision will be closed.
 - A new quotation for the new technical revision will be created. This new quotation will only show the remaining contract quantity of the preceding contract. The pricing for the new technical revision, though, will consider the total original quantity of the preceding contract.
 - There will be supplementary costs for the changes to be put into practice.
- Technical changes to a contract can **no** longer be considered if
 - The change relates to a customer-specific aluminum profile already extruded.
 - The change relates to a part of a product, which contains customer-specific merchandise already stocked.
 - The change relates to a product which is customer-specific merchandise already stocked.
 - Final parts of old revision are already sent to safety stock. These parts have to be received or will be scrapped against coverage of production costs.
 - Should there be any indication from the contract partner's side that stocked customer-specific merchandise and / or other stocked customer-specific products needed for the production of the contract-related original final product are no longer needed due to the technical change, the contract partner has to cover for the expenses related to the production or purchase of these parts as well as for their disposal

7. Cancellation or Partial Cancellation of Contracts

- Regarding the cancellation of contracts, Fischer Elektronik distinguishes between the following scenarios:

7.1. Cancellation of the Entire Contract Quantity:

- No call-off(s) have been placed (exception: see section 8):
Possible against cancellation fee of € 150.00
- Call-off(s) have been placed, production is not firmly planned:
Possible against cancellation fee of € 150.00
- Call-off(s) have been placed and production has started:
Purchase obligation for call-off(s) in production or disposal and coverage of costs caused until point of cancellation.
- Call-off(s) held in safety stock:
Purchase obligation for call-off(s) in safety stock or disposal and coverage of costs caused until point of cancellation.

7.2. Cancellation of Partial Contract Quantities:

- No call-off(s) have been placed (exception: see section 8):
Issuance of a revised contract confirmation, the old only loses its validity. The unit price will be adjusted according to the new remaining contract quantity.
- Cancellation of placed call-off(s) which are not firmly planned for or in production:

- Cancellation leads to premature closure of contract:

Issuance of a revised contract confirmation, the preceding one loses its validity. The unit price will be adjusted according to the new remaining contract quantity. A subsequent billing for call-off(s) delivered applies.

- Cancellation reduces the original contract quantity, the contract itself remains:
Issuance of a revised contract confirmation, the preceding one loses its validity. The unit price will be adjusted according to the new remaining contract quantity. A subsequent billing for call-off(s) delivered applies.

- Please be advised that Fischer Elektronik reserves itself the right to start production with a lead time of 8 weeks before scheduled shipment. Fischer Elektronik accepts the cancellation of call-off(s) in production solely for those cases, in which the contract partner is taking over the costs of production caused until the point of cancellation. The latter applies also to the cancellation of call-off(s) held in safety stock.

8. Particular Purchasing Obligations

- Particular purchasing obligations for the contract partner apply, if a contract is related to the purchase of customer-specific products or merchandise or stockpiling of standard products in unusually high numbers. These apply in particular for the following cases:
 - Creation of a customer-specific extrusion tool: Once the construction of an extrusion tool has started, the partial costs for its creation become effective for the contract partner, regardless if the tool will actually be used for its original purpose.
 - Customer-specific extrusions stocked in connection with a contract have to be taken against payment by the contract partner, even if these will not be used to produce the final product as described in the contract papers. Same applies to the stockpiling of customer-specific merchandise.
 - Standard products, as displayed in our catalogues, which will be kept in stock in high numbers to meet the quantity requirements of a sole contract. This rule applies foremost in cases that any such contract will be cancelled or partially cancelled.
 - Safety stock built up in connection with a contract has to be taken against payment by the contract partner as soon as the contract ends.