

# General Terms of Purchase

## Dyneon GmbH

**1. Validity:** The following General Terms of Purchase will apply for all present and future transactions with you. We herewith reject any divergent terms or counter-confirmations. They still do not become part of this agreement even if we do not reject them again after their receipt by us. These terms of purchase apply only in relation to enterprises as defined in § 14 of the Civil Code (BGB).

**2. Prices:** The agreed prices are fixed prices.

**3. Delivery as per agreement; Transport; Transfer of risk:** The transport of the goods ordered to the destination specified by us forms part of the contractual delivery. You will undertake the transport of the goods to their destination at your expense. The transport risk and the risk of accidental loss remain with you until the goods are delivered to the recipient specified by us or, if so agreed, until the acceptance of the goods (transfer of risk). This shall still apply even if in exceptional cases we agree to bear part of the transport costs or the cost of transport insurance or if we stipulate a certain type of transport.

**4. Delivery dates; Delivery delays:** The delivery dates agreed with you are binding. Delivery shall not be deemed to be completed until all the goods have actually been received and accepted by us.

As soon as circumstances come to your knowledge that make delivery at the agreed date impossible, you are obliged to notify us at once in writing. If you fail to do so, we are entitled in the event of delivery delays, even if you are not responsible for them, to demand compensation for the resulting damages.

**5. Creditor default:** The legal consequences of creditor default shall not come into effect if and as long as we are prevented from accepting the delivered goods by circumstances that, in spite of reasonable care, cannot be averted by us. Your right to performance is suspended for the duration of the afore-mentioned circumstances.

**6. Force Majeure:** If and insofar we are prevented from taking delivery of goods or services by Force Majeure, whether directly or indirectly, we will be released from our obligation to take delivery and from our obligation to pay.

**7. Payments:** Our payments are made within 20 days with 2% discount or without deduction within 60 days, determined by the date of receipt of the invoice. If delivery is made after receipt of the invoice, the relevant date shall be the day on which delivery is made or, if so agreed, on which the goods are accepted by us. The place of payment is Neuss.

You may assign claims against us only with our written consent.

**8. Product defects; Warranty claims:** You are responsible for ensuring that the delivered product is free from material faults and defects in title and has the warranted characteristics. You also warrant that the delivered product complies with the relevant statutory and official regulations, in particular the generally accepted technological standards and the provisions concerning industrial safety, accident prevention and environmental protection which are in force in the country of origin of the product as well as in Germany. You will make available to us in suitable form information regarding the materials contained in the products delivered by you and guarantee the correctness of such information.

The warranty period expires, unless the statutory regulations specify a longer period, after 24 months from the date of delivery or in the case of machines, equipment or work performed 24 months from the date of acceptance by us.

In the event of claims under the warranty we are, at our discretion, entitled to demand either that you remedy the defect or that you take back the goods and supply a non-defective product. Alternatively, we may cancel the purchase order or adequately reduce the purchase price. All resultant costs shall be borne by you.

For repaired or replaced parts a new warranty period shall begin.

If you do not fulfil a claim made by us under this warranty to have a defect remedied or a replacement product delivered within a reasonable period specified by us in writing, we are entitled to have the defect remedied or a replacement product delivered at your expense. The same applies to cases where no delay can be tolerated.

In cases of successive deliveries we can withdraw from the entire order if at least two deliveries have been made incorrectly or defectively.

Further, with respect to claims or compensation for damages, the statutory regulations shall apply.

You waive the right to argue that the defect was not reported in due time (§ 377 Commercial Code, HGB), unless it is a case of an obvious defect.

Payment of the agreed purchase price does not imply that we accept a delivery as being free of defects.

**9. Provided material:** Material provided by us remains our property. It must be identified as our property and stored free of charge and separately from other parties' material with the due care of a prudent businessman. It must be insured against fire and water damage and theft and must be used economically. Any processing is done for us as manufacturer.

**10. Changes to products and/or processes:** You shall notify us in good time if you intend to make changes to products and/or processes (including changes of the production site) affecting products ordered by us.

**11. Confidentiality; Explanatory documents:** All information, drawings, designs and the like entrusted to you in connection with the purchase order may not be used for any other purpose, duplicated or made available to third parties. The same applies to drawings that you make to our specifications. You are obliged to regard such documents as business secrets and to treat them confidentially. You assume the liability for any damages that we may sustain from the violation of this obligation. You declare that you are prepared to hand over to us upon request at any time all documents made available to you and all copies thereof.

Upon our request, you shall make available to us for release any explanatory documents (plans, drawings, technical calculations etc.) related to the item being supplied; following the release, you shall provide us with a master copy to the extent that we require such documents for conventional purposes or repair work. Our release shall not affect your warranty obligations. Templates, molds, print models etc. that are charged to us become our property upon payment; you will store them for us free of charge and will make them available to us upon request.

**12. Infringement of third parties' intellectual property rights:** You warrant that the use of the ordered goods for the purpose for which they are intended in Germany and abroad will not infringe intellectual property rights of other parties. In the event of such an infringement you shall indemnify us and our customers from any claims that may be brought against us or our customers by third parties on the grounds of an infringement of intellectual property rights. This also applies in cases where the use of parts that you have purchased from suppliers infringes third party rights.

**13. Applicable law; Place of jurisdiction:** All legal relations between yourself and us shall be subject exclusively to the relevant laws of the Federal Republic of Germany governing the legal relations between domestic parties.

Any legal disputes shall come under the jurisdiction of the courts at our place of business. However, we can also take legal action against you in the courts of your place of general jurisdiction.

Issued: Nov. 2012

**Dyneon GmbH**  
3M Advanced Materials Division  
**Industrieparkstraße 1**  
**D-84508 Burgkirchen**

