

Additional Conditions
for framework contracts, long-term contracts, call-order contracts
(following „Additional conditions for framework contracts“)
of Johann Vitz GmbH & Co. KG

for business in Germany,
the European Union and Worldwide

Issue: 2015-07

English translation – Non-binding version

These Additional Conditions for framework contracts have been prepared in German,
and may have been translated into other languages.
In case of a dispute, the German version shall have precedence.

01. Scope of validity, Definitions

- 01 These additional conditions apply in addition to our General Terms of Sales, Supply and Payment in the current version at the time of order acceptance. All conditions of our General Terms of Sales, Supply and Payment shall apply to such supplementary agreements.
- 02 Our deliveries and services are provided exclusively on the basis of the terms and conditions below.
- 03 The business terms and conditions of the partner, unless expressly recognized by us, have no validity.
- 04 If any part of these Additional Conditions for framework contracts be or become invalid, the validity of the remaining provisions shall not be affected.
- 05 The long-term contracts are open-ended contracts and agreements with more than 12 months duration.

02. General provisions

- 01 Full details of any verbal agreements will be immediately confirmed in writing by the contracting partners.

03. Acceptance, rejection and adaptation of the Individual Contract

- 01 Individual orders, release and delivery schedules (following “individual contract”) under a (supply-) framework contract, call-order contract (following "agreement") are not binding until confirmed by us.
- 02 We may refuse to accept an individual contract, when it becomes evident that the calculated with us, or agreed minimum delivery quantity of the individual contract is not reached.
- 03 We may refuse to accept an individual contract, if it becomes clear that the required periodic delivery amount calculated with us, or as agreed in the framework contract maximum application rate for the respective periods exceeds.
- 04 We may refuse to make a correction in our order confirmation to those covered by point 03.02 and point 03.03 individual contracts to pre-contractual and capacity-compliant quantity adjustment in accordance with the terms of the framework contract.

04. Price adjustment (temporarily, voluminous)

- 01 If any significant change occurs in the case of long-term contracts (contracts with a term of more than 12 months and open-ended-contracts), in respect of wage, material or energy costs, each of the contracting partners is entitled to demand an appropriate adjustment of the price, taking these factors into consideration
- 02 Where a binding order quantity is not agreed, our calculation will be based on the non-binding order quantity expected by the partner for a specific period of time (target quantity).

- 03 Where the partner purchases less than the target quantity, we are entitled to increase the unit price by an appropriate amount.
- 04 Where the partner purchases more than the target quantity, we will reduce the unit price accordingly, provided that the partner has given notice of the surplus requirement not less than 3 months before delivery.

05. Purchase obligations and contract duration in call-orders contracts

- 01 Call-orders contracts have unless otherwise agreed, a maximum term of 12 months.
- 02 In call-orders contracts, unless otherwise agreed, binding quantities are telling us at least 3 months before the delivery by calling.
- 03 In the case of call-orders contracts, unless otherwise agreed, binding quantities are to be notified to us by call not less than 3 months before the delivery date. The contract expiration date must not be exceeded in the appointment schedule lines.
- 04 If us a call for a binding Releases quantity delivery plan not be sent within 30 days, we are entitled to the total amount or balance of the contract demand end of the contract or deliver within 3 months of the prompts.
- 05 Any additional costs caused by our partner through late calling or subsequent amendments to the call in respect of time or quantity are to be borne by the partner; in this respect our calculation will prevail.

06. Termination of the contract

- 01 Unlimited open-ended contracts and agreements with more than 12 months duration may be terminated with a period of 6 months. For the first time a termination after 17 months is possible.
- 02 Terminations must be in writing. The date of the termination of the contract is to be named. Terminations are delivered due form and time; the consequences without confirmation from the opposite side on termination date will be effective.
- 03 The right to extraordinary termination for other reasons will remain.

Johann Vitz GmbH & Co. KG

Uhlandstr. 24,
DE-42549 Velbert
Phone: +49 2051 6085-0
Fax: +49 2051 6085-285

Internet: www.vitz.de
E-Mail: vitzfedern@vitz.de

Commercial Register
Wuppertal HRA 21081

Liabe Company: Vitz Geschäftsführungs-GmbH
(Limited liability Company under German law)
Principal place of business (Headquarter): Velbert/Germany,
Commercial Register: Wuppertal HRB 17560,
Chief Executive Officer (CEO): Michael Vitz, Harald J. Gänz