

Conditions of purchase

1. General information

- 1.1 The following purchase terms are valid for the contractual performance of our orders. Alterations to our orders as well as alterations to our purchase conditions are only valid upon our written confirmation. Conditions of supply and divergent conditions in supplier's order confirmation or counter-confirmation are not binding without our explicit written confirmation.
- 1.2 The contractor is obliged to confirm orders immediately, at the latest three days after receipt of the same.

2. Delivery items

- 2.1 The merchandise to be supplied must correspond exactly to the details indicated in our order. In case that the delivered merchandise does not correspond to our indications the delivery is considered as not approved even though the divergence might not be reported immediately.
- 2.2 We are not obliged to accept partial deliveries; the supplier has to bear all kinds of additional costs that may arise from same.
- 2.3 Possible existing instructions concerning supply or test requirements are part of the sales contract.
- 2.4 Documentation such as merchandise certificates and manufacturer's inspection certificates must be delivered together with the merchandise.

3. Warranty

- 3.1 The supplier provides warranty for material deficiencies, guarantees the faultless nature of goods as well as the assured quality as per offer/order. In addition, the supplier provides warranty for any kind of manufacture and material defects also for possible hidden defects.
- 3.2 For the lodging of claims concerning apparent and hidden defects, we are not restricted to time limits. In case the faulty merchandise is at our disposal and supplier's arrangement is not effected within 14 days, we are entitled to store the merchandise at supplier's risk at a freely determined location whereas the supplier has to bear all costs.
- 3.3 We are entitled to withdraw from the entire contract immediately even should a partial delivery be at fault or if the supplier should not fulfill the duty to replace or to repair the damaged goods without delay. In this case, we are not liable to pay any kind of compensation.
- 3.4 In the event that observed goods are to be returned, all costs for transportation will not be beared by us. Concerning packing we are allowed to invoice charges at our cost price. Regarding number of items, mass and weight only the facts determined by our receiving station are significant. If supplier claims their falseness the burden of proof will be on his side.
- 3.5 Whenever product non-conformances are repeatedly found, we (or our customer) are entitled to verify the quality of purchased goods at subcontractor's premises.

4. Terms of supply, delivery dates and force majeure

- 4.1 Unless otherwise agreed, delivery is to be effected on terms carriage, postage and packing paid. We have to take care of insurance. Therefore, the supplier is not entitled to charge any costs for insurance. Other services may be charged once separate settlements were negotiated.
- 4.2 We are not obliged to accept merchandise before the deadline or the date which was agreed upon. Provided the time limit for performance has expired, we are entitled to withdraw from the contract or to claim damages for non-performance without prior notice.
- 4.3 In case of force majeure – considered as such are factors and occurrences that cannot be prevented by company's management – the contractual obligations of both parties shall be suspended up to the extend of their effect during the period of the interruption. In the event that delays caused by such a force majeure exceed a period of two weeks, both parties shall be entitled to withdraw from the contract in regard to the affected scope of services.

5. Purchase price and payment terms

- 5.1 Prices are fixed prices. However, reductions in supplier prices between date of order and delivery are automatically valid for this contract. Same applies to reductions for imported goods during the validity of this contract.
- 5.2 Following payment terms are valid for all our orders: either 2% discount for payment within 14 days or 30 days net in our option. Other payment terms require our explicit written confirmation. Period of payment starts upon receipt of the invoice or upon receipt of the merchandise if goods arrive later than the invoice. Mode of payment is effected at our discretion.

6. Reservation of title

- 6.1 All drawings and documents referring to the contract, i.e. samples, descriptions, models and tools, etc., handed over to the supplier remain our legal property. Neither duplication nor the use for other purposes is allowed without our permission. Drawings must be returned unsolicited and immediately after completion of the order. All drawings or tools produced according to our instructions or parts protected by legal terms of industrial property rights may never be delivered, lent, demonstrated or made available to third parties at all.
- 6.2 Contractual rights and duties are non-transferable to a third party, neither completely nor partially, without our explicit written confirmation.
- 6.3 Assignments of accounts receivable require our confirmation.
- 6.4 Discrepancies between supplier and buyer (customer) do not entitle the supplier to withhold documents, merchandise or any other customer's possession.

7. Place of performance and place of jurisdiction

7.1 Place of performance for all deliveries is Kaltenkirchen or place of destination designated by us.

7.2 Place of jurisdiction for both parties is Kaltenkirchen.

7.3 The law of the Federal Republic of Germany shall apply to all contracts. The application of the law pertaining to a uniform law on the sale of goods (United Nations Convention on the Formation of Contracts for the International Sale of Goods) is hereby excluded.

8. Safeguarding clause

In the event that any individual clause of these terms and conditions is or shall become invalid, this shall not affect the validity of the remaining clauses.