

Terms of Purchase

I. Conclusion of contract

1. Only orders submitted in text form shall be deemed as issued. Verbal agreements and agreements made over the telephone are only valid if they have been confirmed by us in text form.
2. Immediately after our order is received, but by no later than eight days, you will send us a confirmation listing our order number, binding delivery date, price and pricing free ex domicile. If this confirmation is not received, or if it does not match the content of our order letter, we shall be entitled to withdraw the order.
3. By accepting our order, the supplier acknowledges our conditions of purchase as the sole basis of the order. If the supplier's confirmation, delivery note or invoice, etc., contains information that is at variance from these conditions, they shall only be deemed accepted if we have expressly confirmed this in text form. Failure to contradict these terms does not imply acceptance.

II. Prices

The prices we specify in the order are fixed prices. Changes to prices, regardless of the reason, must be expressly confirmed by us in writing and acknowledged. In the case of orders that do not list prices, the prices must be submitted to us for approval. Deliveries are understood to be freight paid and free of charge to the Höxter plant and, unless otherwise agreed, shall include packaging. Cash on delivery shipments will not be accepted and will be returned to the supplier.

III. Delivery time

If the supplier fails to comply with the agreed delivery time, we shall be entitled, without foregoing further claims, to either withdraw from the order or seek compensation for non-fulfilment or procure a replacement from a third party. Additional costs we incur as a result of late deliveries or services must be refunded to us by the contractor. If shipments need to be delivered more quickly as a result of fault on the part of the supplier, the resulting additional costs will be charged to the supplier. The acceptance of a delayed delivery or service does not waive any entitlement to claims for compensation. As soon as the supplier discovers that compliance with the delivery deadline will not be possible, he must notify us of this immediately before the delivery period expires. Partial deliveries require our express consent. In the case of multiple deliveries that go beyond normal commercial tolerances without our prior consent, we reserve the right to return deliveries at the supplier's cost.

IV. Warranty

1. We are not bound by any deadline in respect of making a complaint about obvious or hidden defects. The obligation of immediate examination and notification of defects (§ 377 HGB respectively Article 38 UN Standard Purchase Right (also called CISG/UNCITRAL agreement)) is excluded.
2. For defective or damaged goods on which the fault or damage is discovered on inspection after the goods' arrival or later, the supplier shall provide a free replacement or guarantee a corresponding discount, depending on our preferred option. Unidentifiable defects shall entitle us to demand compensation for material and wages laid out. The seller is responsible for all consequential damage. The freight costs for returns and replacement deliveries shall be paid for by the supplier and will be at the supplier's cost and risk.
3. We are entitled to have defects repaired at the cost of the supplier or, if this is not possible, to source the material from another supplier at the cost of the original supplier.
4. The warranty period shall be at least 24 months calculated from the use of the object of the delivery.
5. If there are no precise operating or maintenance instructions, the supplier shall be liable for any damage resulting from incorrect use. The supplier shall be liable for ensuring that all objects of delivery or services comply with legal or local authority regulations, such as the TÜV, Berufsgenossenschaft, Gewerbeaufsichtsamt, VDE etc.
6. We shall be entitled to have the objects ordered acceptance-tested by our appointed representatives at the supplier's premises. This acceptance testing, however, does not release the supplier from the conditions of his warranty.
7. Unless otherwise agreed in relation to the warranty, the supplier shall be responsible for the warranty for his deliveries and services in accordance with the relevant legal provisions.

V. Shipping

Shipping must be completely neutral and use our references and numbers. Goods and packaging must not bear any identifiers of their origin. The packaging must be marked with our order number. The shipping docket and delivery note must be separate. The shipping docket must simply be sent for each shipment on the day of shipping. Our

communication and order numbers, our part number, the quantity and a precise description of the goods must be provided. For the shipping of the ordered goods, provided no postage-paid delivery has been agreed, the cheapest form of transport must be selected. Any additional costs resulting from the incorrect choice of transportation shall be charged to the supplier. We collect our own shipments from DB and will not pay carriage costs or any other costs in the case of haulage shipments. The goods are supplied at the expense and risk of the supplier. Transport insurance costs shall be borne by the supplier.

VI. Production materials

1. Production materials such as models, samples, formers, drawings and similar objects that we provide to the supplier or are produced by the supplier in accordance with our specifications, must not be auctioned or pawned to, used by or passed on in any other way to third parties without our consent. The objects manufactured in accordance with these production materials and the knowledge and experience required for this must not be sampled, supplied to, reused by or made accessible to third parties in any other way.
2. Once the order is complete, the production materials that we have provided or which have been produced for our account must be given or returned to us without special prompting. The supplier is obliged to transfer to us the ownership of all production materials (such as models, tools, etc.) if we have paid for these in whole or in part.
3. The supplier guarantees that his delivery and its reuse by us will not infringe any patents or any other third-party copyrights in this country or abroad.

VII. Billing and payment

Invoices must be sent on the day of shipping. They must bear our picking number or order number as well as the order date. The supplier is obliged to ensure that the invoices comply with sales tax provisions. Subsequent input tax reductions by the Finanzamt (tax office) due to non-compliance with the regulations shall be charged to the supplier. Invoices will be paid within 14 days from the date of invoice or goods receipt with a 3% discount or 60 days net via the payment method of our choice. Assignments of claims against us shall only be permitted if we have given our prior written consent. We do not recognise retention of ownership.

VIII. Business secrecy - advertising

1. The supplier is obliged to treat all our orders and associated commercial and technical details, including after completion of the order, as a business secret.
2. The business relationship with us must only be referred to in the supplier's advertising if we have provided our written consent to this.

IX. General

1. The place of fulfilment for delivery is Höxter.
2. Court of jurisdiction: For all contractual and extra-contractual disputes between the parties to the agreement, it is agreed that the courts in Paderborn shall have exclusive local and international jurisdiction. This jurisdiction especially also excludes any other jurisdiction which is legally provided due to a personal or legal context. The supplier is also not entitled to bring a counter-claim, third-party notice, legal offset or retention from any court other than the court of exclusive jurisdiction in Paderborn. We are however entitled, in individual cases, to raise claims against the supplier's official place of business or before other courts with jurisdiction in national or international law.
3. The text form requirement corresponds to the legal text form according § 126 b BGB (German Civil Code), for instance by fax or by e-mail transmission. Such text form requirement according to the aforementioned regulation shall be deemed met where sent by e-mail or fax and shall suffice, where no other form, e.g. written form, is required by law or by the aforementioned regulations.
4. In addition to these conditions of purchase, only the laws of the Federal Republic of Germany shall apply.
5. Should for any reason one or more of the clauses of this agreement be ineffective, the validity of the other clauses shall remain unaffected.

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