



# General Terms and Conditions of Purchase

## 1. Contract conclusion

- 1.1 Purchase orders, agreements and changes shall only have binding effect if placed or confirmed by the orderer in writing. Correspondence shall be conducted with the ordering purchasing department. Arrangements made with other departments shall, if they are to become agreements modifying the items set forth in the contract, require the express written confirmation by the ordering purchasing department in the form of a supplement to the contract.
- 1.2 The contractor shall confirm acceptance of the purchase order to the orderer within 10 days on the attached form sheet.
- 1.3 The contractor's delivery terms shall only apply if this has been confirmed expressly by the orderer in writing. The execution of the purchase order shall imply a recognition of the present terms of purchase.
- 1.4 The contractor shall treat the contract conclusion confidentially. He may only name the orderer as reference vis-à-vis third parties with the orderer's written consent.
- 1.5 The data required for handling the business transactions shall be processed centrally.

## 2. Prices

- 2.1 The agreed prices are fixed prices and shall be understood plus the respective applicable value-added tax, free delivery to the point of use including packaging and freight cost. If a price has been agreed ex works or "ex warehouse", the orderer shall only pay the most favorable freight costs. All costs until delivery to the carrier, including loading and carriage shall be borne by the contractor. The type of pricing shall not affect the agreement on the place of performance.
- 2.2 The orderer reserves the right to accept delivery of excess or smaller quantities.

## 3. Proofs of origin

The proofs of origin demanded by the orderer (e.g. vendor declarations, movement certificates according to EEC - EFTA - conditions of origin) shall be provided by the contractor without delay setting forth all necessary information and duly signed.

## 4. Deadlines

- 4.1 If the contractor realizes that the agreed deadlines cannot be complied with for any reason whatsoever, he shall notify the orderer thereof immediately orally and in writing.
- 4.2 In the case of default of the contractor, the orderer may, after a reasonable grace period set by the orderer has expired without success, have the service not yet rendered be performed by a third party at the contractor's expense. The orderer may instead, after expiry of a reasonable grace period set by him, rescind the contract.

## 5. Warranty

- 5.1 The delivery must be in compliance with the purpose of use and the relevant regulations of the authorities and trade associations.
- 5.2 The warranty period shall be 1 year from delivery. The warranty period for spare parts and merchandise designated as such specifically in the contract shall be 1 year after commissioning or delivery to the customer and shall end no later than 18 months after delivery to the orderer.
- 5.3 The orderer shall inspect the delivered goods upon receipt as far as this is common in the ordinary course of business and in accordance with the type and purpose of use. The contractor shall waive any objections of delayed notice of defects.
- 5.4 Any defects in the delivered goods notified during the warranty period, including the non-existence of warranted properties, shall be eliminated by the contractor upon request and free of charge - including ancillary expenses. If this is not possible or the orderer cannot be expected to accept the repaired parts, the contractor shall replace the defective parts by defect-free parts free of charge.



- 5.5 In urgent cases or if the contractor fails to comply with his warranty obligation, the orderer may take the necessary measures himself at the contractor's expense, irrespective of the contractor's warranty obligation; with the exception of urgent cases, the contractor shall be notified about the implementation of measures.
- 5.6 If a correction is not possible or unreasonable, the right to cancellation or reduction shall remain unaffected.
- 5.7 The warranty claim shall become statute-barred 6 months after notification of defect, however no earlier than with expiry of the warranty period.

## 6. Drawings and other documents

- 6.1 Prior to the commencement of workshop jobs, all drawings must be discussed with the orderer. After execution of the work, the contractor shall send the drawings, calculations and other documents related to the delivered goods in the required number and design to the orderer without delay. The contractor shall transfer ownership in such items to the orderer free of charge. The intellectual property in such items shall remain thereby unaffected. The orderer or third parties may use such items free of charge for the purpose of maintenance and changes and the manufacture of spare parts.
- 6.2 By the orderer's consent to drawings, calculations and other technical documents, the contractor's sole responsibility with a view to the delivered goods shall not be affected. Unless the contractor contradicts in writing, this shall also apply to suggestions and recommendations made by the orderer as well as to changes discussed between contractor and orderer.
- 6.3 All execution documents, devices, tools, models, etc. provided to the contractor shall remain property of the orderer and may only be used for the contractually agreed purposes and be made available to third parties to such extent. The orderer reserves all rights in any drawings made according to his specifications and procedures developed by him.

## 7. Terms of delivery and shipment

The delivery and shipment terms indicated must be complied with.

## 8. Payment

- 8.1 The orderer shall pay within 14 days from delivery and invoice receipt with 3% discount or within 30 days net.
- 8.2 Payments made by the orderer do not mean any recognition of accounting.
- 8.3 The orderer shall be entitled to offset the claims he is entitled to against the contractor against any claims the contractor may have against the orderer.
- 8.4 Claims of the contractor under this contract may be assigned to third parties with the orderer's written consent. Consent shall be deemed to have been given with respect to assignments made under a prolonged reservation of title.

## 9. Place of performance, place of jurisdiction, applicable law

- 9.1 The place of performance for delivery and services is the point of use, and for payments the domicile of the orderer.
- 9.2 The place of jurisdiction shall be the domicile of the court, which has general jurisdiction over the orderer. However, the orderer may also sue the contractor at his general place of jurisdiction.
- 9.3 In addition to the contractual provisions, the law of the Federal Republic of Germany, which is relevant for legal relationships between domestic parties, shall be applicable exclusively.