

# Terms and Conditions of Purchase



## 1.0 Conclusion of Contract

- 1.1 We order on the basis of our General Terms and Conditions of Purchase. Other terms and conditions are not part of the contract, even if we do not explicitly object to them. If we accept the delivery or service without explicit objection under no circumstances can it be deduced we had accepted the contractual partner's terms and conditions.
- 1.2 If the supplier does not accept the order within 2 weeks of receipt we are entitled to withdraw.
- 1.3 All types of contracts and their amendments and supplements must be made in writing. Verbal agreements are only binding on us if they have been confirmed by us in writing.  
In case of an informal conclusion of a business transaction, our order is deemed to be a commercial letter of confirmation.
- 1.4 Orders, call orders and changes and additions to them can be made by remote data transmission or by mechanically legible data media. Our orders are prepared using a data processing system and are legally valid even without a signature.
- 1.5 Offers are not binding on us and must be submitted at no charge. When the offer is made, the supplier accepts these General Terms and Conditions of Purchase unconditionally.

## 2.0 Delivery dates, delayed delivery, force majeure

- 2.1 The agreed dates are binding. Decisive for meeting the delivery date or delivery deadline is receipt of the goods at the place of use named by us or successful acceptance within the deadline.
- 2.2 If the supplier can see that they will be unable to meet the agreed delivery date for whatever reasons, they shall immediately notify us in writing giving reasons and the duration of the delay.
- 2.3 The supplier is obliged to submit all incidents connected with additional freight charges (recordings of unplanned additional freight charges) by 31 January of the following year.
- 2.4 If agreed delivery dates are not met for a reason for which the supplier is responsible, we are entitled to withdraw from the contract after a reasonable period of grace, to procure replacement from a third party and to demand compensation, as chosen by us and notwithstanding any further legal provisions. We are entitled to reimbursement of all additional costs incurred by us due to late deliveries or services for which the supplier is responsible. Instead of claiming all individual additional costs, we are entitled to claim lump sum compensation equal to 1% of the value of the delivery for each week of delay or part thereof, however, up to a maximum of 5%. The supplier is entitled to prove that we did not incur any or considerably lower losses. Acceptance of a late delivery or service does not imply waiving claims for compensation.
- 2.5 Force majeure, labour disputes, operating disruptions without fault, unrest, official measures and other unavoidable events entitle us to fully or partly withdraw from the contract, provided they result in a considerable reduction in our requirements, and also release us from our contractual obligations for the duration of the disruption and a reasonable start up period.
- 2.6 If deliveries arrive earlier than agreed we reserve the right to return them at the supplier's expense. If a premature delivery is not returned, the goods will be stored by us until the delivery date at the risk and cost of the supplier.
- 2.7 We only accept part deliveries by explicit arrangement. In case of agreed part deliveries, the remaining quantity must be listed.

## 3.0 Price, dispatch packaging

- 3.1 The agreed prices are fixed prices.
- 3.2 Dispatch shall be under precise compliance with our dispatch regulations; we are to be notified on the day of dispatch. Unless specified otherwise, the most cost effective dispatch route shall be used. If the dispatch is not sent to our plant, both the recipient and the orderer shall be sent a copy of the dispatch notification. Items sent by post are to be post paid. If a price ex works, ex warehouse or otherwise is agreed we only accept the most cost effective freight costs for us. All costs incurred up until handover to the carrier, including loading and carriage, shall be borne by the supplier.
- 3.3 Packaging costs and packaging rental charges are to be invoiced to us at cost, provided billing of these has been agreed for exceptional cases. Where packaging or packaging rental charges billed are obviously too high, we reserve the right to reduce these by a reasonable amount when settling the invoice.

## 4.0 Invoicing and payment

- 4.1 Invoices are sent to us when the goods are dispatched, however separately from the goods. The order number and order date must be given in each invoice. The invoice will be sent to the address printed on the order.
- 4.2 If the delivery is too early, we will date the invoice with the delivery date set by us.
- 4.3 Payment will be made within 10 days with 3% discount or within 30 days net by means of payment of our choice provided no alternative arrangement has been agreed in writing. The discount period begins with proper delivery of the goods to the prescribed unloading point and receipt of the invoice.
- 4.4 Accounts receivable may only be assigned to third parties with our consent.

## 5.0 Defects liability

- 5.1 We accept the goods subject to the proviso of examination for correctness and fitness for use. We are entitled to examine the delivery or service insofar and as soon as this is expedient according to the ordinary course of business. We shall make notification of any defects immediately after we discover them. The supplier waives the right to object due to late examination and/or defects complaint if notification is made within 5 days after management is informed of the defect found.
- 5.2 Notwithstanding other rights to which we are legally entitled, we are entitled to claim free replacement or subsequent improvement (subsequent fulfilment) at our own choice and if a deadline for subsequent improvement is dispensable or unreasonable for us or if subsequent fulfilment does not take place on time after a deadline has been set or if this fails, we are entitled to demand a reduction in the purchase price or to fully or partly withdraw from the contract. The period of limitation for defect claims is

36 months unless a longer period is agreed for individual cases. If we are to fulfil claims made against us due to defective delivery which result from a consumer claiming defect liability, the supplier shall reimburse our costs and expenditure for the period of five years from delivery of the goods or services to us by the supplier.

- 5.3 If a more extensive incoming inspection than usual is required due to defective delivery, the supplier shall bear the costs.
- 5.4 In urgent cases, in particular to avoid imminent danger or prevent unreasonable damage or losses, we are entitled to remove the defects found ourselves at the supplier's expense, even without setting a previous deadline.

## 6.0 Product damage

If claims are made against us by a customer or other third parties due to product liability, the supplier is obliged to release us from such claims provided that and insofar as the damage or loss was caused by an error in the products delivered by the supplier. In cases of liability dependent on blame this shall only apply if the supplier is at fault. If the supplier is responsible for the cause of the loss or damage they bear the burden of proof. In these cases the supplier shall accept all costs and expenditure including the costs of any prosecution of an action or recall campaigns. Otherwise legal provisions shall apply.

## 7.0 Quality assurance

- 7.1 The supplier is obliged to subject the goods ordered to in depth inspection before delivery. Provided a special quality assurance system exists for the goods and/or is to be setup for them, the supplier grants us and, at request, the authorities or our purchasers or their representatives the right to convince ourselves of the existence and effectiveness of the supplier's quality assurance system at any time, including by inspecting the production process and examining test documents.
- 7.2 The supplier ensures that they comply with the requirements of the EU Chemicals Ordinance REACH (Ordinance (EC) no. 1907/2006 dated 31.12.2006) in its latest version – hereinafter referred to as REACH Ordinance -, in particular that the substances have been registered. We are not obligated to obtain registration in the context of the REACH Ordinance for a product delivered by the supplier. The supplier specifically ensures that the products delivered by them do not contain any substances listed in appendices 1 to 9 in the latest valid version or Article 59 paragraphs 1 and 10 of this Ordinance. In addition, the products may not contain any asbestos, biocides or radioactive material. Should the products delivered to us contain any of these substances, we must be informed of this before delivery stating the substance and the identification number (e.g. CAS) and a current safety specification sheet for the product to be delivered. Delivering such products requires separate approval by us. The supplier is obligated to release us from any liability in connection with non-compliance with the abovementioned Ordinance or compensate us for damages we incur because of the supplier's non-compliance with the Ordinance or that are connected to it.
- 7.3 The supplier undertakes to comply with the provisions on conflict minerals (in terms of the Dodd-Frank Act) in section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act"). Should conflict minerals be required for the manufacture or the function of the products delivered by the supplier, their origin must be stated. On request, the supplier must make the documentation about the use and origin of conflict minerals WEGU required under the Dodd-Frank Act available completely and immediately.

## 8.0 Execution of work, provision of materials

Persons who execute work on our premises to fulfil the contract must observe the provisions of the respective working regulations. The regulations that exist for accessing and leaving the plant shall be observed. We do not accept any liability for accidents that people have on our premises provided they are not caused deliberately or through gross negligence on our behalf. Materials, parts, containers and special packaging supplied by us remain our property. They shall only be used for their intended purpose.

## 9.0 Protective rights, drawings, confidentiality

- 9.1 All kinds of documents made available to the supplier by us such as samples, drawings, models and the like and all other information provided by us, unless obviously intended for the public, shall not be made accessible to third parties, unless this is necessary in order to fulfil the contract. Products made according to documents designed by us or according to our confidential information or with our tools or reproduced tools may not be used by the supplier themselves nor offered or supplied to third parties. This shall also apply accordingly for our print orders.
- 9.2 The supplier is liable for ensuring that the goods supplied by them, provided they are not made to our drawings, do not infringe any domestic or foreign protective rights.

## 10.0 General provisions

- 10.1 If individual parts of these General Terms and Conditions of Purchase are legally invalid, the validity of the remaining provisions shall remain unaffected.
- 10.2 The supplier is not entitled to pass the order on to third parties without our prior written consent.
- 10.3 The Supplier undertakes to meet the applicable laws and government regulations.
- 10.3 We are entitled to process the data with respect to the business relationship or received from the supplier in this context in accordance with the Federal Data Protection Law irrespective of whether it originates from the supplier or third parties.
- 10.4 The place of performance for deliveries and services is the place of receipt specified by us. The place of performance for invoices is Kassel.
- 10.5 The exclusive legal venue for both parties to the contract for disputes arising out of the contract is Kassel.
- 10.6 Unless stipulated otherwise, the contract is subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods or any other conventions on the right to purchase goods.