

## **1. Scope, Form**

1.1 These General Terms and Conditions of Purchase (hereinafter the "GTCP") apply to all business relationships with our business partners and suppliers (hereinafter the "Seller"). The GTCP shall only apply if the Seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1.2 These GTCP apply exclusively. We do not recognise any terms and conditions of the seller that conflict with or deviate from our terms and conditions of purchase, unless we have expressly agreed to them in an individual case. Our following terms and conditions shall also apply if we accept the goods without reservation in the knowledge of the Seller's conflicting terms and conditions. The GTCP shall also apply as a framework condition for future contracts with the seller without us having to refer to them again in each individual case.

1.3 Individual agreements made with the Seller in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

1.4 Legally relevant declarations and notifications by the Seller with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. by letter, e-mail, fax).

1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

## **2. Order and Order documents**

2.1 The drawings and other documents provided to the Seller for the execution of orders shall remain our property and shall be returned free of charge after execution of the contract.

2.2 Our approval of drawings, calculations and other technical documents shall not affect the supplier's warranty and guarantee obligations with regard to the delivery item.

2.3 The Seller is obliged to confirm our order in writing within 7 working days. A delayed acceptance shall be deemed a new offer and shall require our consent.

## **3. Delivery**

3.1 The delivery time stated by us in the order is binding. The receipt of the goods at the place of delivery specified in the order shall be decisive for compliance with the delivery periods.

3.2 Notwithstanding our statutory claims for default, the Seller shall notify us immediately if it will not meet the agreed delivery dates. If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

3.3 Early deliveries or services require our consent.

3.4 Ownership of the items to be delivered shall pass to us upon full payment of the purchase price. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of



retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing. If an INCOTERM has been agreed in the order for the delivery modalities, INCOTERMS 2020 shall apply.

3.5 The Seller shall pack all delivery items properly, safely and in an environmentally friendly manner.

3.6 Delivery shall be made "free domicile" within Germany to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our business address in Hinter den Höfen 9, 21635 Jork. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

3.7 Each delivery shall be accompanied by a delivery note. The delivery note shall contain the date, our order number, article number if applicable and the exact designation of the delivery item.

#### **4. Payment, Assignment of claims**

4.1 The price stated in the order is binding. Unless otherwise agreed in individual cases, the price includes all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

4.2 The agreed price is due for payment within 30 calendar days of complete delivery and performance and receipt of a proper invoice. The payment period runs from receipt of the invoice, but at the earliest from delivery or complete performance of the service.

4.3 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the Seller arising from incomplete or defective performance. The Seller shall have a right of set-off or retention only on the basis of counterclaims that have become res judicata or are undisputed.

#### **5. Subsequent Performance, Performance Description, Defective Delivery, Limitation Period**

5.1 The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper operating or operating instructions) and in the event of other breaches of duty by the Seller, unless otherwise stipulated below. The deliveries or services must not only have the characteristics agreed in the individual contract, but must also comply with the latest state of the art, the relevant provisions of the authorities and trade associations, and in particular the applicable accident prevention regulations. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the seller or from the manufacturer. The seller guarantees that the delivered goods are free of asbestos.

5.2 We are not obliged to inspect the goods or make special enquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we are therefore also entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects upon delivery, subject to the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection by means of external examination including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during our quality control by means of random sampling. Apart from that, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to examine, our notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within ten working days of discovery or, in the case of obvious defects, of delivery.



5.3 The claim to fulfilment shall consist, at our discretion, in the demand for rectification or for new delivery, including all expenses necessary for the purpose of rectification or new delivery, in particular transport, travel, labour and material costs. Rectification and new deliveries shall be made at the place where the item is located - subject to unreasonableness in individual cases. If subsequent performance is not possible, unsuccessful or unreasonable, or if it is refused, we shall be entitled to rescind the contract or reduce the purchase price (reduction of the remuneration) and also to claim damages after setting a reasonable deadline (if necessary).

5.4 Insofar as the items delivered by the Seller are installed at our premises in other trades or items, the costs of removal of the defective delivered part and of installation for the subsequently delivered part that are necessary in the event of a defective delivery shall be part of the costs of subsequent performance; our statutory claim for reimbursement of corresponding expenses shall remain unaffected. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

5.5 If, despite being requested to do so, the supplier fails to fulfil its obligation to provide subsequent performance within a reasonable period of time set by us, we shall be entitled to take the necessary measures ourselves at the supplier's expense and risk. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances without delay, if possible in advance.

5.6 Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects shall be 3 years from the transfer of risk. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third parties' claims in rem for surrender of the goods (§ 438 para. 1 no.1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.

5.7 The limitation periods of the law on sales including the above extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

## **6. Infringement of Property Rights**

The Seller shall be liable for a limitation period of ten years, calculated from the conclusion of the respective contract, for ensuring that patents or other industrial property rights of third parties are not infringed by the use of the delivery items. He shall indemnify us against all claims made against us or our customers for infringement of a domestic or foreign industrial property right.

## **7. Place of jurisdiction, Applicable law**

7.1 If the Seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Esteburgring 21, 21635 Jork. The same shall apply if the seller is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected...

7.2 The law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.



## **8. Export Regulations**

8.1 The supplier undertakes to check its products as to whether they are subject to prohibitions, restrictions and/or licensing obligations in the international movement of goods (e.g. with regard to the export list, Dual-Use Regulation, US re-export regulations, etc.) and, in the applicable case, to mark these accordingly and unequivocally with comprehensible information in its offers, order confirmations and all documents accompanying the goods and to expressly point this out to us. If the supplier culpably violates its obligation to provide information, it shall compensate us for any resulting damage.

8.2 The supplier is obliged to provide us with the net weight and the statistical goods number according to the Combined Nomenclature of the European Union or the Harmonised System Code for each product delivered. The data required for the processing of the contract will be stored in our EDP system.