

Terms and Conditions of Purchase

I. Conclusion of Contract

1. Our purchase orders are placed solely on the basis of these Terms and Conditions of Purchase. They also apply to possible contract extensions and are to be applied accordingly to services and works. Sales conditions of the supplier are only valid if we acknowledge them in writing for the respective contract. If our order is performed, our Terms and Conditions of Purchase are considered as having been accepted.
2. Any amendments to the conditions of this contract will only be valid upon our written confirmation.

II. Prices/Payments

The agreed prices are fixed prices and apply to all deliveries and services that the supplier must provide according to this contract. Unless otherwise agreed, payments conditions are: 3% discount within 14 days, at net price within 30 days.

Any prepayments shall only be made after presentation of an unlimited guarantee from a German bank.

III. Delivery basis/Transfer of risk

1. Unless otherwise agreed, deliveries are made with free packaging and shipping. Transfer of risk occurs upon acceptance of the delivery in our factory.
2. The delivery dates must be strictly adhered to. Deliveries before the agreed delivery date may be rejected by us. However, if we do not reject them, we will not be obliged to furnish payment for them earlier. The deadline for our obligation to pay will always be the agreed delivery date and no earlier date.

If the agreed delivery date for equipment, documentation or other agreed services is not complied with, the Supplier shall pay a contractual penalty of 0.5% of the order value per commenced week, but not exceeding 5% of the order value, in addition to fulfilling its contractual obligation. A notice of default will not be required for this purpose.

If the agreed delivery date is surpassed, we shall be entitled after a reasonable period of time to withdraw from the contract or to claim damages for non-performance.

Our right to claim damages due to delays is reserved in case of a withdrawal from the contract.

IV. Force majeure

Each party shall be released from liability for timely delivery and performance to the extent and for the period in which it was prevented from providing the service due to circumstances of force majeure.

Force majeure shall be considered to be circumstances of an extraordinary character beyond the control of the parties, which were unforeseeable at the time of the conclusion of the contract and which render the fulfilment of the contract temporarily or permanently impossible.

Each party must immediately notify the other of the occurrence of any such event. Any non-delivery or untimely delivery by subcontractors of the supplier shall not be considered as force majeure.

The delivery dates in these cases shall be postponed by the period of the duration of the force majeure.

If, due to circumstances of force majeure, the dates are postponed by more than two months or if such a delay is to be expected, each party shall be entitled to withdraw from the contract in whole or in part.

V. Invoicing

Invoices are to be sent to us as a single copy. The invoice must state our order, the order processor and the order number.

An assignment of any existing claims against us shall only be possible with our written consent.

VI. Liability for defects/Warranty

1. The goods to be delivered must comply with the latest state-of-the-art, be of the most recent series or production run, be new, complete and in mechanically perfect condition, meet the specifications of the contract, and be fully suitable and functional for the intended use communicated to the contractor. The supplier is solely responsible for ensuring that all conditions required for the complete, proper and timely fulfilment of its obligation to deliver are specified in the delivery contract.

If there is any lack of such conditions in the delivery contract, the supplier cannot call on these after conclusion of the delivery contract.

2. If the goods lack the contractual characteristics



promised, then the supplier will be obliged to follow up with a delivery of defect-free goods.

The supplier shall bear all the costs for correcting the defects, including the transport costs, any costs accumulated to the point where the objects are accommodated, and the costs for dismantling and installation. If the supplier cannot carry out the repair or subsequent delivery on time or fails to do so within a period that we set, we can either have the defects rectified at the supplier's expense, make a covering purchase, or reduce the agreed contract price.

In addition, the supplier shall be liable for all costs and damages resulting from any defective or non-compliant packaging of the delivered goods.

3. Any reference to standards, safety standards, special uses or assured specifications for the order represents an assurance of a property, for which the supplier will also be liable for damages for non-performance in the case of non-compliance.
4. An inspection of the goods for visible defects will take place within 4 weeks of arrival at its final intended destination; a complaint that follows without undue delay shall be considered timely.
5. The warranty period shall be two years after initial use of the goods.
6. Warranty claims shall expire by limitation within one year after expiry of the warranty period.

VII. Defects of title, industrial property rights

The supplier assures that the contractual object is free of third-party rights and that there are no industrial property rights which hinder or exclude the contractual use of the goods.

If it turns out that there is a defect of title or industrial property right of the kind mentioned, the supplier must eliminate it within a period which we set. The resulting costs and damages – including fees for any eventual

purchase of licenses – are to be reimbursed by the supplier.

If the supplier does not remedy the defect within the specified period, we shall be entitled to withdraw from the contract and assert claims for compensation. Claims can be asserted regardless of the time of discovery of the defect, as long as the Supplier is notified of the defect without undue delay after detection.

VIII. Confidentiality

The supplier is obliged to treat all illustrations, drawings, calculations and other documents and information provided to him confidentially and to keep them secret.

Business and trade secrets may only be disclosed to third parties with our express consent.

IX. Indemnification

The supplier shall indemnify us from any claims for damages from third parties upon first request, provided that the supplier is responsible for product damage in a way whose cause lies within its sphere of control and organisation. He shall also reimburse us in this regard for any expenses arising out of or in connection with a product recall carried out by the supplier.

X. Ineffectiveness, partial ineffectiveness

If individual provisions of this contract are or should become invalid, this shall not impact on the validity of the remaining parts of the contract. The ineffective clause shall be replaced by one that most closely resembles the legal and commercial purpose of the invalid clause which the parties wish to regulate. The same applies to any omissions in the contract.

XI. Legal venue

For all direct and indirect disputes arising from the contractual relationship, the legal venue shall be Ibbenbüren, as far as this is legally permissible.