

General Purchasing Terms and Conditions>

(From: 04/2008)

1. General points

We as contractees purchase contracts, of manufacture, services and all materials according to the General Purchasing Terms below. Any conditions of the supplier/contractor that deviate from or are contrary to our conditions of purchase will not be accepted by us unless we have expressly agreed to them in writing. If our order is confirmed by the supplier/contractor in a way that deviates from our General Purchasing Terms, then our General Purchasing Terms still apply nonetheless, even if we have not objected to the deviating conditions of the supplier/contractor. If the supplier/contractor does not agree with this stipulation, he must expressly state this in a separate written communication. Should such a case occur, we reserve the right to revoke our order without any claims of any kind being asserted against us as a consequence. Our General Purchasing Terms are also valid for future purchase contracts and contracts of manufacture in which we are the purchaser/contractee, even if we have not expressly made reference to them. We reserve the right to append special additional conditions for the purchase of machines and plants.

2. Offers

Offers must be made in writing and free of charge. Preparatory costs (such as plans and travel) will be borne by the supplier/contractor. Offers should contain the information prescribed by us, in particular our inquiry or order number, article number and the name of the contact. All documentation made available by us (e.g. samples, plans, drawings, models, data carriers, lists) remains our property and must not be made available to any third party without our express written approval; said documentation must be used for our purposes only and must be returned to us without request as soon as they are no longer required.

3. Written form

All orders and agreements made with us must be in writing.

4. Confirmation of orders

Every order must be confirmed promptly by the supplier/contractor stating the contact, article number and order number. If we do not receive the order confirmation immediately, we have the right to withdraw from the contract without any claims of any kind being asserted against us as a consequence for whatever legal reason.

5. Prices

The prices listed in our order are binding and include packaging, material inspection certificates to the valid standard, certificates of origin and other approvals such as CE, CSA, UL marks and delivery free of charge and duty paid to the delivery address. Value added tax is included in the price unless specifically stated otherwise. We reserve the right to return packaging material to the supplier/contractor at the latter's expense. The invoice must contain the delivery address, the name of the contact, the article number, our material number, the amount or quantity delivered, the price, the information required by § 14 of the UStG (sales tax law) and any other information required for our processing of the order; invoices will not be payable unless and until this is the case.

6. Delivery

The delivery time and amount or quantity delivered indicated on our order is binding. The supplier/contractor is obliged to inform us immediately in writing should he determine that the delivery time cannot, in part or in total, be adhered to. If a new delivery time is not then agreed on, we will be entitled to withdraw from the contract without the supplier/contractor being able to assert any claims of any kind against us as a consequence. This also applies if the delay ensues due to government regulations, strike and/or force majeure. Should a delivery be delayed, we can demand a weekly flat payment for damage caused by delay from the supplier/contractor amounting to 2% of the delivery value per week, but not more than 10% in total. The supplier/contractor has the right to prove to us that no damage, or considerably less damage, has been caused. We reserve the right to assert any further legal claims, such as compensation or withdrawal due to non-fulfilment.

7. Dispatch

The supplier/contractor is obliged to state clearly and visibly the delivery address, date of order, article number, material number and contact on all despatch papers, packing lists, consignment notes, labels, stickers etc. Risk is not transferred to us until the goods reach us at the point of destination.

8. Guarantee/ liability for material defects

The supplier/contractor guarantees that the goods delivered are free of any defects and conform to legal and government regulations.

The guarantee applies for 2 years from the passing of risk unless the legal guarantee requirement or that of the supplier/contractee is longer.

The supplier/contractor is obliged to subject the goods to careful quality control before dispatching. In view of this, our complaints about defects are to be deemed punctual if they are submitted within two weeks of determining the defect(s). As part of the supplementary performance we can demand that the defect(s) be repaired or new goods without defects sent by the supplier/contractee of our choosing. In certain circumstances the supplier/contractor will be obliged to assume all efforts and expense necessary to fulfil the supplementary performance. Any claims and rights regarding defects to which we are legally entitled remain unaffected. Should there be any special urgency, we are entitled to repair the defects or have them repaired ourselves.

This also applies if the supplier/contractor is in arrears with the guarantee. However, any costs of guarantee work authorised by us will be borne by the supplier/contractor.

9. Product liability

Should any claims arising from product liability insurance be asserted against us for which the supplier/contractor is responsible, the latter is obliged to exempt us from these claims insofar as they are on first demand including any costs that may arise from recall actions, insofar as they are caused by the latter's field of control and organisation and the latter would be liable in relation to third parties.

In view of this, the supplier/contractor is obliged to take out product liability insurance with appropriate coverage. This does not affect any further claims for compensation to which we are entitled.

10. Lien/ Secrecy

Any documentation (e.g. drawings, plans, samples, models, EDP recordings and programs) that we put at the disposal of the supplier/contractor remains our property; the documentation is to be treated with strict confidentiality and must be returned to us immediately upon request. The documentation can only be used for business with us. The supplier/contractor is not entitled to use the name of our company or our trademarks or logos. Any information the supplier/contractor receives when executing the contract – especially that regarding research and development work and our business activities – must be kept secret during and after execution of the contract.

Parts, samples etc. provided by us remain our property. Any processing will be carried out solely for us. If the parts we provide are connected to or processed with third-party objects for us, we obtain the co-ownership of said item in proportion of the value of our items to the value of the third-party object.

11. Tools, moulds and appliances

Any tools, moulds and appliances paid for in part or in total by us are our property/joint property and are only supplied to the supplier/contractor on a loan basis.

12. Payment

Invoices must be submitted to us immediately after delivery containing the precise information in accordance with 7 above, but separately.

We are entitled to pay as follows as we choose:

- within 14 days of receipt of goods and invoice with 2% discount
- within 30 days of receipt of goods and invoice net

Our payments mean neither approval of the goods nor a service contract inspection.

Even if we have not rejected advance deliveries, we are entitled to defer the invoices until the agreed delivery date. In this case, the discount periods are accordingly carried over to be valid from the agreed delivery date. We reserve the right to retain at least 10% of the total invoice payment until an order has been delivered in full.

13. Transfer

The transfer of claims against us to which the supplier/contractor is entitled is excluded unless we have previously agreed to it in writing.

14. Miscellaneous

The place of fulfilment is 41836 Hückelhoven-Hilfarth. The place of jurisdiction for any disputes arising from the business relationship with the supplier/contractor is Heinsberg. We are, however, entitled to file a lawsuit against the supplier/contractor at his place of business.

The legal relationships between the supplier/contractor and us are subject solely to the law of the Federal Republic of Germany. Should one or more of the clauses detailed above be or become invalid, this shall not affect the validity of the other conditions.