

## **Terms and Conditions of Purchase**

### **1. Conclusion of the Contract and General Contents of the Contract**

- (1) Our written purchase order in conjunction with these Terms and Conditions of Purchase are solely binding for all contracts. Purchase orders placed verbally or by telephone only become binding after being confirmed in writing (also in electronic form). Derogating terms contained in Supplier's correspondence or confirmation or general terms of business impose no obligation on us, even if we do not object to these terms or Supplier does not expressly agree to the terms of the order or to these Terms and Conditions of Purchase.
- (2) Supplier may only use subcontractors upon our antecedent written approval.
- (3) ISO 9001-Requirement: The suppliers have to comply with the legal and official requirements.

### **2. Passing of the Risk, Shipment**

- (1) Unless otherwise agreed in writing, the consignment must be delivered free of charge and insured to our place of delivery (CIP) in accordance with INCOTERMS.
- (2) Supplier is obliged to quote our purchase order number on all shipping documents and delivery notes.
- (3) Every consignment must be notified to us on the date of shipment by detailed notice of shipment with exact details of our purchase order number, Supplier's batch or production number as well as the quantities, weights, dimensions and composition. Such notice must be sent to us so premature that it reaches us before we receive the consignment.
- (4) Once the consignment has arrived at the place of delivery, we initially only inspect it to determine whether it corresponds with the shipping documents and whether there is any visible damage caused by transportation. Supplier is obliged to conduct a comprehensive inspection of outgoing consignments and thus to ensure that the goods delivered correspond with the purchase order.
- (5) Consignments must be delivered and services performed on the date specified in the purchase order or within the agreed time frame.

- (6) We reserve the right to reject consignments delivered outside the specified delivery times, part or excess consignments, or to place the goods concerned in storage at Supplier's expense.
- (7) Returning or collection of transport packaging shall be at Supplier's expense.

### **3. Prices, Terms of Payment**

- (1) Unless otherwise agreed in writing, the price includes carriage and insurance paid to place of delivery (CIP) and packaging.
- (2) Invoices must always show the order number quoted in our purchase order and the name of the person who placed the order. In the event of part deliveries, the relevant item numbers from our purchase order must be used.

### **4. Warranty**

- (1) The warranty period is determined by the statutory provisions.  
  
It is assumed that defects that arise within the first six months of delivery were already present at the time of delivery.
- (2) We reserve the right to select the type of subsequent performance.  
Supplier can refuse our choice of subsequent performance if possible at disproportionately high cost only.

### **5. Product Liability**

- (1) Supplier is obliged to assume liability upon first request regarding claims for damages arising from defective products if he is responsible and he himself is liable in relations with injured parties.
- (2) Supplier undertakes to maintain reasonable product liability insurance.

### **6. Proprietary Rights**

If rights of third parties are breached in connection with the consignment, and, therefore a claim is brought against us, Supplier is obliged to indemnify us against liability on first request. Supplier's duty of indemnity covers all expenses normally occurring as a result of a third party claim.

## **7. Documents and Tools**

- (1) We reserve title to tools provided by us. Supplier is obliged to use the tools only for the production of the goods we have ordered and to insure the tools belonging to us at his own expense against damage by fire, water and theft. Supplier is further obliged to perform any necessary maintenance and inspection work at his own expense in good time.
- (2) We reserve title and copyright to specimens, illustrations, drawings, calculations and other documents. They must be kept confidential and must not be made accessible to third parties without our express written consent. They may only be used for fabrication based on our purchase order and must be returned to us without our request upon completion of the order transaction.

## **8. Safety Data Sheets**

The quality-assurance documents produced by Supplier must be enclosed with the consignment.

Supplier is obliged to send us, prior to delivery, the version of the safety data sheets specified in EU Directive 1991/195 which applies to our works if the materials ordered contain substances that require the issue of safety data sheets.

## **9. Work on Customer's Premises**

Supplier's staff delegated to conduct work on our premises at our express request or with our written consent must comply with the house and company rules of the plant concerned and the safety regulations applicable there.

## **10. Place of Performance, Court of Jurisdiction, Applicable Law**

- (1) Place of performance is the place to which the goods are to be delivered or the service is to be performed as designated in the purchase order.
- (2) The contract is governed by German substantive law excluding the UN Convention on International Sale of Goods. The latest version of the INCOTERMS of the International Chamber of Commerce in Paris is applicable.
- (3) The court of jurisdiction is the location of our works that is a party to this contract. However, we are also entitled to bring our claims before Supplier's place of general jurisdiction.