

## **I. General Provisions**

1. The existing conditions shall be solely applicable to all orders of the purchaser, unless expressly agreed otherwise. Conditions of the seller which deviate or are supplementary are also non-binding, even if the seller states that it only intends to supply according to its own conditions. The applicability of any sales conditions of seller shall herewith be expressly rejected.

2. The acceptance of delivery is therefore not considered to constitute acceptance of differently worded conditions of sale, even if the seller does not explicitly object to the same on receipt; the same applies for the unconditional payment of the delivery. These purchasing conditions shall be deemed accepted with confirmation or execution of the order of the purchaser, even if the seller makes reference to its sales conditions on confirmation or execution.

3. Deviations from the following purchasing conditions require the express written consent of the purchaser. They shall only be valid for the transactions, for which they have been agreed. They are not valid for previous contract conclusions, even if the implementation of the same remains incomplete. They shall also apply for future transactions, provided they are of a consistent nature.

## **II. Offer and conclusion of the contract**

1. Orders of the purchaser are only effective, when made in writing. If, in individual cases, an oral order is required, this shall only be effective with a written confirmation.

2. Immediately after receipt of the order, the seller must issue an order confirmation. The purchaser is entitled to reject the order, without incurring cancellation costs as a result if the seller does not confirm the order in writing within two weeks of receipt, unless the supplies or services have been provided in the meantime.

3. If the seller is unable or unwilling to execute the order with regards to the goods of the purchaser, it must ensure without fail that the order confirmation contains clear details of such deviations. The written correspondence relating to the order shall be exclusively filed under the respectively applicable order number.

## **III. Delivery and shipping**

1. Agreed delivery deadlines and dates must be complied with, even if they are not explicitly designated as "binding deadlines". delivery deadlines and dates shall only be considered as met with prompt delivery to the place of performance. The seller must immediately notify any changes in deadlines.

2. The delivery of machinery/equipment by the seller requires that all commercial and technical matters have been clarified between the contract parties. If this is not the case, the delivery period shall be extended as appropriate. This shall not apply where the seller is responsible for the delay.

3. Agreed delivery deadlines shall be extended as appropriate, if the seller is prevented from meeting its obligations due to Force Majeure. If this results in a delivery delay exceeding four weeks, the purchaser is entitled to withdraw from the contract, in whole or in part.

4. In the event of delay by the seller, the purchaser is entitled, without revising the deadline and irrespective of any further claims for damages, to demand payment of a contractual penalty of 0.5 % of the order value for each week or part thereof, up to a maximum of 5% of the order value. Further rights and claims are reserved. In particular, the purchaser is entitled to claim reimbursement of damages incurred beyond the forfeited contractual penalty from the seller, subject to the provision of supporting evidence of said damages.

5. Reservations of self-supply of the seller are excluded.

6. The seller must comply with the shipping provisions of the purchaser and of the forwarder or carrier. In all shipping papers, correspondence

and invoices, the order and article numbers of the purchaser must be specified.

7. Costs of the transport, including the packaging, insurances and all other ancillary costs (costs of loading, unloading, packing and return shipment of the empties plus inclusive of any applicable customs duties) shall be borne by the seller, unless otherwise expressly agreed.

8. The assumption of risk shall only be transferred to the purchaser upon acceptance of a properly-made delivery – for delivery with installation and subject to acceptance of the purchaser.

9. The purchaser is entitled to refuse acceptance of goods, which have not been delivered by the delivery deadline specified on the order, and send them back at the expense and risk of the seller or store them with third parties.

## **IV. Quality and acceptance**

1. The seller warrants that the goods meet the submitted specifications, the standard shipping instruction of the purchaser where this is attached, relevant safety standards and requirements and the state of the art.

2. The purchaser reserves the right to inspect the goods upon arrival for obvious and visible defects, prior to acceptance. In the event of a complaint, the supplier may be charged with the costs of the examination and of the replacement delivery. Regardless of the type of defect, the permissible deadline for any complaint is respectively 14 days from the date of detection. During the warranty period, the seller waives its right for objection to delayed notification with regard to hidden defects.

3. The dimensions, weights and quantities of the delivered goods as determined at the time of the incoming inspection shall be binding.

## **V. Price and payment terms**

1. Prices agreed are maximum prices; any price reductions that become effective between the time of placing the order and payment shall be to the benefit of the purchaser.

2. Invoices shall be issued immediately after the goods are shipped, by specifying the order and item number. The applicable value-added tax must be listed separately. For deliveries inside Germany, the invoice must contain the details required in § 14 (4) VAT Act.

3. Payment is made conditional upon proper delivery as well as accuracy in regard to pricing and calculation. The determination of defect claims entitles the purchaser to withhold payment pending elimination of the defect in question.

4. Payments shall be made, unless otherwise expressly agreed, within 14 days at a 2 % discount or within 30 days net.

## **VI. Offsetting and assignment**

1. The seller may only offset against a counter claim that is undisputed or has been determined as legally binding.

2. The assignment of claims against the purchaser is only permissible with the written consent of the same.

## **VII. Defect claims**

1. The determination of defect claims against the seller shall be in line with statutory provisions, unless otherwise stipulated below. The supplier shall indemnify the purchaser on first demand from all claims by third parties, which are asserted due to defects, infringements of industrial property rights of third parties or product damage to the delivery with regard to its share of responsibility for the same. The supplier shall ensure appropriate product liability insurance coverage is taken out.

2. The statutory limitation period for defect claims shall be at least 36 months from delivery to the place of performance or after successful acceptance, if this has been agreed. If the statutory warranty obligation is longer, this shall apply.

3. In the event of defective delivery, the seller shall, at the discretion of the purchaser, replace the defective product free of charge, reduce the price by the legally specified amount, or remedy the defect free of charge. In urgent cases the purchaser is - following consultation with the seller - entitled to remedy the defect itself, have it remedied by a third party or otherwise procure a replacement at the expense of the seller. The same applies when the seller delays the remedying of the defect.

4. The seller shall incur liability for replacing deliveries and correcting defects to the same extent as for the original deliverables, i.e. including for any shipping and/or labour costs, and without any restriction whatsoever. The statutory limitation period for replacement deliveries begins at the earliest on the day of receipt of the replacement delivery.

5. The seller shall compensate for all reasonable costs incurred and arising out of a product recall under product liability law. A notification indicating the situation shall be sent beforehand at the earliest opportunity to the seller from the purchaser.

#### **VIII. Information and data**

The purchaser shall retain exclusive title and ownership of all drawings, drafts, samples, manufacturing stipulations, company-internal data, tools, installations etc. which is provided to the supplier for the preparation of offers or for the execution of an order. They may not be used for other purposes, reproduced or made accessible to third parties by the supplier and are to be stored with the due diligence of a prudent businessman. They shall be returned to the purchaser at any time on request.

#### **IX. Industrial property rights of third parties**

The seller shall ascertain that the contract compliant utilisation of the objects delivered does not infringe upon the rights of any third parties, and in particular not upon the intellectual property of any third parties. Insofar as, the foregoing notwithstanding, any industrial property rights infringement claim or the like is lodged against the purchaser, the seller shall, on first request, hold the purchaser harmless against any cost or expense arising from or in connection with such claim, including any legal costs of any kind whatsoever.

#### **X. Data protection**

The seller supplier declares irrevocably that any person-related data shall be stored and processed purely with regard to the specific orders, and in line with legal regulations.

#### **XI. Severability clause**

If individual provisions of these purchasing conditions are or become invalid, the remaining provisions shall be unaffected and remain in force.

#### **XII. Applicable law and place of jurisdiction**

1. The Federal Republic of Germany's substantive and procedural law that is applicable for domestic facts and circumstances shall apply exclusively and the UN Convention on Contracts for the International Sale of Goods dated 11th April 1980 (CISG) shall be excluded.

2. The place of jurisdiction for all disputes is Aachen. However, the purchaser is also entitled to sue the seller at its own place of jurisdiction or the place of performance, even if this is overseas.

#### **XIII. Miscellaneous**

Any change to or amendment of this agreement must be made in writing.