

## **General terms and conditions of purchase**

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**The following conditions apply for our orders if not agreed upon otherwise in written:**

The supplier's sales conditions are not binding for us even if there is no explicit contravention from our side.

### **General:**

Vouchers made out by you have to state the following numbers in any case:

- No. of supplier
- Order no.
- Ref. no.

All documents which do not fulfil the above-mentioned conditions will be returned to you to our discharge as not provable.

### **Form of orders:**

Only orders placed in written are binding for us. Verbal agreements or agreements on phone are subject to our written confirmation.

### **Order confirmation:**

Each order has to be confirmed by the supplier by using exclusively our form „Acceptance of order“.

### **Prices:**

The prices comprise all services to be rendered by the supplier in order to fulfil his obligations of delivery up to the agreed place of realisation. Freight and others costs will only be borne by us if this has been agreed upon prior to delivery. Packing will be invoiced according to agreement. In the absence of such an agreement two thirds of the value has to be credited after carriage paid return.

### **Shipment**

In case no different dispatch address has been stated by us, the delivery has to be effected to the works stated in our order with the corresponding dispatch address listed below:

|                      |   |
|----------------------|---|
| <b>Works I</b>       | Stadthagen, Enzer Str. 98   |
| <b>Works II</b>      | Stadthagen, Enzer Str. 26 - 38  |
| <b>Central depot</b> | Stadthagen, Am Georgschacht 14  |
| <b>Rail station</b>  | Part-goods: 30167 Hanover, main station (Hbf.)<br>Express-goods: Stadthagen |

In case of delivery by lorry or forwarding agent, we do in principle **not pay any costs for the transport from rail station to the address of receipt and any secondary expenses**. The dispatch note has to be handed in in duplicate immediately when handing over each delivery. All dispatch documents have to show our order no. and the date of order. The delivery itself has to include a supply note showing the exact content of the delivery. In case of delivery by publication, the delivery notes have always to be enclosed.

**The delivery has to be effected: Monday – Thursday from 7.15 a.m. – 14.30 p.m., Friday from 7.15 a.m. – 11.30 a.m.**

### **Transport insurance:**

The transport insurance will be covered by ourselves. We declare ourselves as customer exempted from transport insurance (SVS/RVS).

### **Invoicing and payment:**

Invoices have to be submitted in duplicate immediately after delivery. Regarding monthly deliveries, the invoice has to be sent in until the 5<sup>th</sup> of the following month at the latest. If not agreed upon otherwise payment will be effected within 30 days after receipt and approval of your invoice, less 3% discount or 60 days net after receipt and approval.

The agreed terms of payment start with the presentation of the complete and provable invoices.

The payment of invoices will exclusively be effected by machine on 5<sup>th</sup>, 15<sup>th</sup> and 25<sup>th</sup> of each month.

Invoices with a net due date of the last decade will be paid net. Invoices with a cash discount dated for the last decade will be paid less

discount. Due payments can be cleared against with claims of other business transactions of the ordering party.

The date of payment does not affect the warranty of the supplier and the right of complaint.

Place of performance regarding the payment is Stadthagen.

**We do not accept C.O.D. (cash on delivery).** The resulting costs have to be borne by the supplier.

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**Assignment:**

Only after our written approval the supplier may completely or partially assign his contractual rights, even if it concerns pecuniary claims, as well as his contract obligations to a third party.

**Warranty:**

The supplier is fully responsible for the all deliveries until take-over by us. If not agreed upon otherwise he will take over the warranty for his deliveries in accordance with the legal regulations. He is especially responsible for using the most suitable material for the manufacture of the delivery, for the careful and expert execution in accordance with the generally recognised codes of practice and he is responsible that the material is most suitable for being used in accordance with the application. He is also responsible for a faultless and reliable execution and for an appropriate construction. Furthermore the delivery has to correspond to the contractually agreed properties. With regard to hidden defects of the delivered parts, becoming visible only in the course of processing or putting into operation, the responsibility of supplier is maintained until the detection of fault. We are entitled to claim for a replacement free of costs or for fault elimination and – apart from our right to claim for damages – to charge the supplier's account with the resulting costs. In urgent cases or if the supplier is late in clearing away the damages, we have the right to arrange for the elimination of faults, awarding the costs on the supplier.

With regard to all deliveries, which will not be supplied to one of our works and which will not be controlled immediately after receipt with regard to their correctness and proper delivery, we reserve the right concerning claim of quantity and damages up to the date of use.

The supplier grants that the industrial property rights of third parties will not be offended by the delivery and the application of the delivered parts.

**Production material:**

All production materials which we made available or which have been manufactured in accordance with our instructions, such as material, tools, samples, drawings, casting facilities, models, dies, gauges, descriptions and all other order documents, remain our property and have to be returned to us without notification and free of charges or have to be made available for us as soon as they are no longer necessary for the execution of the order. The supplier is explicitly responsible for a confidential handling and is not allowed to hand it over to third parties without our approval or to offer or deliver the goods to third parties after manufacture based on these materials.

**Suspension:**

If the deadline for services and supplies will be postponed by us, the deliveries/services of supplier will be postponed accordingly. In case the suspension takes more than 6 months, the parties will agree upon the further proceeding.

**Cancellation:**

We are at any time entitled to withdraw completely or partially from the contract.

Finished parts of ordered plant which can economically be used by us have to be paid for in accordance with their portion of whole order. We do not have to provide service in return for parts which can be used otherwise by the supplier. Further claims are excluded, irrespective of the legal basis.

In case of change of essential economic relations of final customer or supplier we are not responsible for and in case of force majeure, including industrial disputes, we are entitled to withdraw from the contract. In this case we have to refund the supplier's expenditures up to the amount of agreed service in return as evidenced by the contract.

In case of cancellation on our part due to the opening of insolvency proceedings, we are entitled to retain 10% of payment owed to the supplier as warranty amount for the duration of warranty period if the supplier himself does not provide surety in the same amount by means of directly-enforceable suretyship.

**Fulfilment of contract:**

The contract will only be considered to be completed in full if the complete documentation has been submitted to us in the contractually agreed execution.

**Delivery time and withdrawal from contract:**

The agreed delivery times have strictly to be observed. In case of delay and withdrawal from contract and as far as not agreed otherwise the legal conditions will remain valid, providing that beside withdrawal we may also claim for compensation of arisen damages.

**Venue:** The venue of Stadthagen and/or Bückeburg has been agreed for both parties.