

General purchasing terms REMAG Leichtmetall GmbH

1. **Acceptance:** buyer will be deemed to have accepted the order when seller acknowledges the order or begins performance under the order.
2. **delivery:** time of delivery is of the essence in this order. If seller's deliveries fails to meet buyer's deliver schedule, buyer has in addition to other rights may direct expedited routing and charge seller for any excess costs incurred, charge seller for costs incurred by buyer or buyers customers for production delays caused by seller failure to meet schedules. If seller delivers material in advance more than 7 days, buyer will put goods in storage for seller's account, until scheduled delivery date.
3. Expected shipment schedules may be changed, with adequate period of notice without any disadvantage for the buyer.
4. **Inspection/acceptance of goods:** buyer may inspect all goods ordered herunder at all times and places, including during the period of manufacture. Such inspection may at buyer's option include confirmation of seller's compliance with required quality control procedures. Seller will permit buyer and/or its designees access to buyer's facilities and assistance reasonably necessary for such inspection and/or confirmation at no additional cost to buyer. All goods are subject to final inspection and acceptance anytime after delivery to buyer. Notwithstanding any acts of buyer which may be deemed under applicable law to constitute acceptance of the goods, inspection, use or payment for delivered goods will not constitute acceptance thereof. Buyer may reject any goods which do not meet the specifications set forth in this order. Buyer may return any such goods to seller for reimbursement, credit replacement or correction as buyer may direct, or buyer may correct and/or replace such goods at seller's cost. Any goods rejected by buyer will be at sellers's risk and expense and seller will not thereafter tender such goods for acceptance unless the former rejection or requirement of correction is disclosed. Seller will reimburse buyer for any packaging handling and transportation costs buyer incurs with respect to rejected goods. Buyer may revoke its acceptance of goods at any time, whether or not a substantial modification to the goods has been made, if a defect in the goods which could not have been discovered during buyer's normal inspection procedures or which is not normally discoverable until the goods are used substantially impairs the value of the goods to buyer.
5. **Termination of contract:** buyer may terminate orders or part hereof for cause in the event of a default by seller; seller's failure to comply with any of the terms and conditions of this order; seller's failure to give buyer, upon request reasonable assurance of seller's future performance; insolvency, bankruptcy, liquidation of dissolution of seller; or any other event which causes reasonable doubt as to seller's ability to render due performance herunder.
6. **data protection:** the supplier agrees that contact data like name and address of the acting persons, their mail address, their telephone number or other contact informations of those persons are stored by Remag to manage the relationship between the companies.
7. **Law:** This order will be covered by the law shown in buyers address