



General purchasing and ordering terms and conditions of Hoppe Marine GmbH

1. GENERAL TERMS, SCOPE

The following general purchasing and ordering terms and conditions (GTC purchasing) apply to all contracts for deliveries and services by the supplier of Hoppe Marine GmbH and its affiliated companies. Conditions of the supplier that contradict or deviate from our conditions are not recognized. The unconditional acceptance of deliveries and services or their payment does not imply acceptance of the supplier's conditions of sale. Changes to these conditions of purchase require the written consent of the Hoppe Marine GmbH purchasing department.

If deviating conditions shall be agreed, these must be recorded in the corresponding contract documents and only then replace the respective sections of these purchasing conditions. The confirmation or delivery of any order means the acceptance of these purchasing conditions.

All annexes to the general purchasing conditions become automatically part of these purchasing conditions. Our purchasing and ordering terms and conditions only apply to companies in accordance with § 14 of the German Civil Code (BGB).

Our purchasing and ordering terms and conditions also apply to all future business with the supplier.

2. ORDER/PURCHASE ORDER

Orders, frame contracts, their delivery schedules, changes and additions, as well as all other agreements require the written form, the text form or the transmission by means of electronic data exchange. Text form means transmission by fax, computer fax or email, whereby the issuing company and the issuing person must be clearly identifiable. Orders are effective without a personal signature if a corresponding note is made on the order form. Oral side agreements are legally not valid.

The supplier is obliged to accept the order in the same or, in the case of another agreed form, within a period of three working days after receipt of the order and to confirm it in writing. After expiration of this period, Hoppe Marine is entitled to withdraw the supplier's consent. The order confirmation must contain the order number, order item, part number, quantity, unit and total price, the delivery date and the delivery address.

All conditions, specifications, standards and other documents that are listed in the order are part of the order.

The transfer of orders to subcontractors is only permitted after prior agreement and the written consent of Hoppe Marine GmbH. In the event of a violation, we are entitled to withdraw the order without compensation and to assert claims for damages on our part.

3. PRICES/TERMS OF PAYMENT

The prices agreed and shown in this order are binding. The prices are net prices plus the applicable taxes.

Payment is made by Hoppe Marine GmbH within 14 days less a 3 % discount or within 30 or 60 days net. The payment period begins with the receipt of the contractual service and receipt of a proper and verifiable invoice. If early deliveries are accepted, however, the period begins with the agreed delivery date at the earliest. Invoices must contain at least the order number, order item, supplier number, part number, quantity and unit price as well as the quantity per delivery. Property of the delivered goods is transferred to Hoppe Marine GmbH after payment. Any extended retention of property is excluded.



4. TERMS OF DELIVERY/OFFICIAL PERMITS/EXPORT CONTROL

Unless otherwise agreed, delivery is free domicile, including packaging, customs and taxes (DDP Incoterms 2021) to the delivery address specified by us. The delivery note must contain the order number, order item, part number, quantity, customs tariff numbers and the country of origin of the individual items.

The supplier must inform us about the necessary official permits and reporting obligations for the import and use of the delivery items.

For deliveries from countries of preference, the supplier must enclose proof of preference with each delivery. The long-term supplier declaration in accordance with EEC Regulation 1207/2001 must be submitted once a year. Furthermore, the supplier is obliged to comply with the relevant export control regulations and to inform us in writing of the export control marking of the delivery items, in particular according to EU and US law, at the latest upon delivery. Hoppe Marine GmbH reserves the right to request further and more detailed evidence from the supplier at any time.

5. PACKAGING

The supplier must use suitable packaging to ensure that transport damage will be avoided, taking into account the means of transport, the transport route, the duration and the destination. For packaging materials, the valid environmental regulations of the country of destination must be considered.

The maximum weight for a package may be one ton. The delivery of packages with a higher weight must be approved in writing by Hoppe Marine GmbH in advance.

6. DELIVERY TIME/DELAYS

Deliveries must be made on time at the agreed dates. On time means that deliveries have to be made within a time window of -5 to 0 days before the agreed date. Deviations are only permitted with Hoppe Marine's prior written consent. The receipt of the goods at the agreed destination is decisive for compliance with the delivery date or the delivery period. If "DAP" delivery has not been agreed, the supplier must provide the goods in good time, taking into account the usual time for loading and shipping.

If the supplier does not meet the deadlines promised by him with the order confirmation, we are entitled, irrespective of further legal regulations, at our option to withdraw from the contract after unsuccessful expiry of a reasonable grace period and to demand compensation from the supplier for non-fulfillment.

In the event of delay in delivery, we are entitled, after prior written notification, to demand a contractual penalty of 1 % of the delivery value per completed week, but not more than 10 %, subject to further legal claims. The contractual penalty is to be offset against the default damage to be compensated by the supplier. The acceptance of the delayed delivery does not result in a waiver of claims for compensation.

The supplier must inform Hoppe Marine GmbH immediately if circumstances arise that are recognizable to him and which are likely to prevent him from delivering on time and in the agreed quality. Reasons and the expected duration of the delay must be reported in writing. The supplier can only invoke causes of a delay for which he is not responsible if he has complied with the notification obligation. This notification does not release the supplier from the obligation to deliver on time.



7. FORCE MAJEURE

Disruptions in the supply relationship due to events that are unpredictable and unavoidable and are beyond the supplier's influence and for which the supplier is not responsible, such as force majeure, war, pandemics or natural disasters, release the supplier for the duration of this disruption and to its extent its effect on its performance obligations.

Agreed periods of time are extended by the duration of such a disruption; Hoppe Marine GmbH must be informed immediately in an appropriate form of the occurrence of such a disruption.

If the end of such a disruption cannot be foreseen or if the disruption continues for more than two months, Hoppe Marine GmbH has the right to withdraw from the contract concerned.

8. INSPECTION FOR DEFECTS

Acceptance is subject to correctness, completeness and suitability. Obvious defects must be reported within four weeks of receipt of the goods at the latest. With regard to hidden defects, notification will be made immediately after they are discovered. The fictitious approval of § 377 II HGB (German Commercial Code) does not apply to the business relationship between Hoppe Marine GmbH and its suppliers.

9. WARRANTY

The supplier guarantees that the delivered goods/services correspond to the agreed specifications, that they do not have any defects that impair their value or their suitability and that they do not lack any of the warranted properties. Furthermore, the supplier guarantees that the goods delivered are free of design, material and manufacturing defects and that they are according to the actual state of technology (state-of-the-art).

Hoppe Marine GmbH is entitled to the full statutory warranty claims. Irrespective of this, Hoppe Marine GmbH is entitled, at its discretion, to request the supplier to rectify defects free of charge or to deliver a replacement delivery of faultless goods. If the removal of defects requested by us remains unsuccessful even after a reasonable grace period has expired, we can demand a reduction in the agreed price or withdraw from the contract in whole or in part and demand compensation for non-performance. In urgent cases we are authorized to procure replacements or to carry out repairs at the expense of the supplier. Our further claims for performance and damages – also for consequential damages – are not affected by this. Hoppe Marine GmbH can demand a processing fee for processing the notification of defects, provided that the supplier is clearly responsible for the defect.

Furthermore, Hoppe Marine GmbH is also entitled to the right of return without the need for a repair or replacement delivery, without the supplier being able to claim costs.

The warranty obligation begins with the delivery of the goods/service to Hoppe Marine GmbH and lasts 48 months or 36 months from delivery by Hoppe Marine GmbH; depending on which event occurs earlier. In the case of hidden defects, the warranty period does not start until the defect is discovered. In the case of replacement deliveries and subsequent improvements, the period begins anew. With the receipt of the written notification of defects by Hoppe Marine GmbH at the supplier, the statute of limitations for warranty claims is suspended.

Deviations from these clauses must always be agreed in writing.



10. PRODUCER LIABILITY

Insofar as the supplier is responsible for product damage, he is obliged to indemnify Hoppe Marine GmbH from third-party claims insofar as the cause is within his sphere of control and organization and he is himself liable in the external relationship.

As part of its indemnification obligation, the supplier must also reimburse Hoppe Marine GmbH for any expenses in accordance with §§ 683, 670 BGB that result from or in connection with a recall campaign carried out by Hoppe Marine GmbH. Hoppe Marine GmbH will inform the supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.

11. HAZARDOUS MATERIALS

In the case of deliveries, all requirements and substance bans must be complied with in accordance with the statutory provisions that apply to Germany and the European Union [for Germany in particular: Chemicals Prohibition Ordinance, Hazardous Substances Ordinance, Chemicals-Ozone Layer Ordinance and Battery Act; for the European Union in particular: Regulation on Substances that deplete the ozone layer (EC No. 2037/2000), Regulation on certain greenhouse gases (EC No. 842/2006) and Regulation on the registration, evaluation, approval and restriction of chemical substances (REACH, EC No. 1907/2006), EC directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment (2002/95/EC)]. In particular, the shipping-specific regulations must be considered [MEPC.269 (68), Regulation (EU) No 1257/2013, Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships (SR/CONF/45)]. A list of the most important hazardous materials for Hoppe Marine GmbH is available in the latest version online on the Hoppe Marine GmbH website or can be requested from Hoppe Marine GmbH. However, this does not claim to be complete. The supplier must check at regular intervals whether Hoppe Marine GmbH has made an updated version of the list of substance bans available on the website.

12. PARTS PLACED AT DISPOSAL/RETENTION OF TITLE

Material provided by Hoppe Marine GmbH remains the property of Hoppe Marine GmbH and must be marked as such. It may only be used to carry out orders from Hoppe Marine GmbH; any damage or loss must be reported to Hoppe Marine GmbH immediately and replaced. Provided items that are used to set up the machines and tools and are no longer suitable for the order must be reported to Hoppe Marine GmbH in writing immediately after completion of the production process. The supplier undertakes to keep a list of all stocks and movements in stocks and to make this available to Hoppe Marine GmbH at any time. Hoppe Marine GmbH has the right to

check the respective stocks at any time after prior arrangement. Deviations must be replaced by the supplier. Processing or transformation by the supplier shall be carried out for Hoppe Marine GmbH. In the event of processing, remodeling or mixing, Hoppe Marine GmbH acquires joint ownership of the new item in the ratio of the value that corresponds to the value of the provided material contained therein.

Reservations of title by the supplier only apply insofar as they relate to our payment obligation for the respective products to which the supplier reserves title. Extended or extended reservations of title are not permitted.



13. CONFIDENTIALITY AND STORAGE OF DOCUMENTS

Documents of all kinds placed at disposal to the supplier by Hoppe Marine GmbH, such as samples, drawings and parts lists, models, data and the like, as well as all other information made available by Hoppe Marine GmbH, insofar as these are not intended to be recognizable for the public, are subject to confidentiality for an unlimited period of time and must be treated confidentially and may not be passed on to third parties. Products that are manufactured according to documents designed by Hoppe Marine GmbH, such as drawings, models and the like, or according to confidential information or tools (including replicas) from Hoppe Marine GmbH, may not be used by the supplier himself nor offered or delivered to third parties without the prior written consent of Hoppe Marine GmbH.

The supplier undertakes to keep all documents and records associated with the order for at least 10 years after completion of the order. The archiving of the documents can be replaced by the surrender of the documents and records to Hoppe Marine GmbH in consultation.

The supplier will oblige his sub-suppliers in accordance with the paragraphs.

Hoppe Marine GmbH stores and uses the collected personal data only to process the order and saves it within the framework of the legal regulations. If it is necessary for the fulfillment of the order, the data can be passed on for a specific purpose.

14. PROPERTY RIGHTS

The supplier guarantees that no third party rights are violated in connection with his delivery.

If a third party makes claims against Hoppe Marine GmbH for this reason, the supplier is obliged to indemnify Hoppe Marine GmbH from these claims upon first written request.

The supplier's obligation to indemnify relates to all expenses that Hoppe Marine GmbH necessarily incurs from or in connection with a claim by a third party.

15. EXECUTION OF WORKS

Persons who carry out work on our factory premises in fulfillment of the contract must observe the provisions of the respective plant regulations. The existing regulations for entering and leaving the factory must be observed. Liability for accidents that occur to these people on the factory premises is excluded unless we caused them willfully or through gross negligence.

16. GENERAL

Should any provision of this document be or become ineffective or void, this shall not affect the validity of the remaining provisions. In such a case, the ineffective or void provision is to be interpreted, reinterpreted or replaced in such a way that the economic purpose pursued with it is achieved.

The contractual relationship between our suppliers and us is subject exclusively to the law of the Federal Republic of Germany, in particular the provisions of the German Civil Code (BGB) and the Commercial Code (HGB). The application of the UN sales law is excluded.

The place of performance for all claims resulting from this contract is the respective delivery address. The place of jurisdiction is Hamburg, subject to a different exclusive place of jurisdiction. However, we are entitled to sue the supplier at another competent court