

I. SCOPE

1. These general terms and conditions of procurement apply exclusively to all purchase orders for goods and services and their processing. We do not recognise conflicting terms and conditions of procurement from the supplier or terms and conditions of procurement from the supplier that deviate from these terms and conditions, unless we have expressly agreed in writing that they apply. We are to be sent an order confirmation in writing within three working days. If this confirmation is not provided, the supplier accepts our purchase order. These terms and conditions of procurement also apply if, with knowledge of conflicting terms and conditions or deviating terms and conditions from the supplier, we accept the delivery without reservations.
2. Verbal agreements made by our staff are only binding once confirmed in writing by us.
3. The supplier is to submit quotations to us in writing and free of charge.
4. The latest version of INCOTERMS valid at the time of the conclusion of the contract apply to the commercial terms.

II. PRICES

1. The prices agreed are fixed prices and are – subject to the related statutory value added tax – free at place of use including packaging and freight costs. If an "ex works" or "ex warehouse" price is agreed, the client will only assume the lowest freight costs. All costs arising up to transfer to the carrier including loading and excluding cartage are assumed by the contractor. The agreement about the place of fulfilment is not affected by the type of pricing.

III. PAYMENT

1. Invoices are to be submitted to us separately by post or e-mail immediately after delivery or provision of the service and must include our purchase order number. Unless otherwise agreed, payment is either within 10 days with a deduction of a 2 % discount, or within 30 days without a deduction, from the payment due date and receipt of both the invoice as well as the goods or the provision of the service.
2. Payments do not signify recognition that the delivery or service is as stipulated in the contract. If the delivery or service is defective or incomplete, without prejudice to our other rights we are entitled to retain payments and receivables from the business relationship in an appropriate amount until correct fulfilment.
3. Payment and discount periods start from invoice receipt, however not before receipt of the goods or for services not before their acceptance and, as far as documentation, test certificates (e.g. factory certificates) or similar documentation form part of the scope of delivery, not before they are provided to us as per the contract.
4. We are entitled to offsetting and retention rights to the extent specified by the law.
5. Assignment of the supplier's claims from the business relationships with us is only permissible with our prior written agreement.

IV. DELIVERY PERIODS/DELAYED DELIVERY/TRANSFER OF RISK

1. It is imperative the delivery dates agreed with us are met. Partial deliveries are only permissible with our written approval. If the supplier foresees difficulties in meeting the delivery date or similar situations that could hinder the supplier's ability to deliver on schedule or deliver with the agreed quality, the supplier must notify us without delay, stating the reasons and the expected duration of the delay, and suggest to us suitable remedial measures to avert the consequences. Over or under deliveries are not permitted.
2. All shipment paperwork, operating instructions and other certificates that form part of fulfilment of the delivery by the seller are to be sent to us on the date of shipment. If any payment sureties expire due to delivery delays on the part of the seller, including late provision of the documentation stated above, payment will only be made by us after receipt of payment from our buyer.
3. If the seller is delayed with delivery, we are entitled to make the statutory claims. In particular, we are entitled to demand damages instead of delivery after the fruitless expiry of a reasonable period of grace set by us. Our claim to the delivery is only excluded once the seller has paid the damages.
4. Irrespective of the above, if delivery is delayed for a reason for which the seller is responsible, a penalty is due to us that is, unless otherwise agreed, ½ percent of the purchase price for each working day of the delay up to a maximum of 5 percent.
5. An early delivery made without our agreement does not affect the payment period bound to the intended delivery date.
6. If, due to force majeure, strike action or a lock-out, it is not possible for us to fulfil our contractual obligations or we are significantly hindered in fulfilling our contractual obligations, we can cancel the contract in full or partially, or request fulfilment at a later date, without the seller making any claims against us of any nature from this situation.

7. The seller can only claim for the absence of necessary documentation to be delivered by us if the seller has not received the documentation after a written reminder.

8. The seller bears the risk of accidental loss and accidental deterioration, also for "carriage paid" and "free at destination" deliveries, until the goods are handed over at the destination.

V. RETENTION OF TITLE

1. In relation to the rights of retention of title of the seller, the seller's terms and conditions apply with the proviso that the title to the goods passes to us with payment for this item and, accordingly, the extended form of so-called current account retention of title does not apply.
2. The seller can only demand the goods based on the retention of title if the seller has withdrawn from the contract.

VI. EXPLANATIONS ABOUT ORIGINATING STATUS

If the seller provides information about the originating status of the goods sold, the following applies:

1. The seller undertakes the obligation to facilitate a check on the proof of origin by customs authorities and also to provide the necessary related information, as well as to produce any certificates necessary.
2. The seller has the obligation to compensate for damages caused by the failure of the responsible authorities to accept the declared origin due to an incorrect certificate or impossibility of verification, unless the seller is not responsible for this situation.

VII. LIABILITY FOR DEFECTS

1. The seller must provide us with goods and services that are free of defects of quality or defects of title.
2. The seller renounces objection to late notification of defects (clause 377 HGB (German commercial code)).
3. If there is a defect in the goods or service, we are entitled to statutory rights at our discretion. The expenses of our buyer are to be added to the expenses for the purpose of supplementary performance. The warranty period restarts for improved or replaced goods.
4. If claims are asserted against us under the warranty for goods resold to third parties, the seller exempts us from any damages we suffer as a result. Furthermore, the seller undertakes the obligation to treat a warranty claim asserted against us by our customer as asserted against the seller.
5. The limitation period for our claims for defects starts with the delivery of the goods or the acceptance of the service. The seller's liability for defects for claims based on or in connection with the delivery of goods used for construction work corresponding to their normal purpose ends five years after delivery. Otherwise the statutory periods apply.
6. The seller already now assigns to us – on account of performance – all claims to which the supplier is entitled against the supplier's sub-suppliers and in connection with the delivery of defective goods or services. The documentation necessary for the assertion of such claims will be provided to us.

VIII. PROVISION OF MATERIAL

1. Material provided by us remains our property and is to be stored by the supplier, free of charge and with the care of a prudent businessman, separately from other items and is to be marked as our property. The material is only allowed to be used to implement our order. Damage to material provided is to be compensated by the supplier.
2. If the supplier processes the material provided and transforms it, this activity is undertaken for us. We become the direct owner of the new items produced as a result. If the material provided forms only part of the new items, we have co-ownership of the new items in proportion to the value of the material provided that the items contain.

IX. PROTECTION OF THE ENVIRONMENT

1. We operate an environmental management system according to DIN EN ISO 14001. We place high value on the protection of the environment within our understanding of quality. We therefore expect from the supplier a level of environmental awareness corresponding to our guidelines.

X. OBLIGATION TO MAINTAIN SECRECY

1. The seller has the obligation to treat as confidential all commercial and technical details that are not public knowledge and that have become known due to the business relationship and not to provide this information to third parties.
2. Manufacture for third parties, the exhibition of products manufactured especially for us, in particular based on our diagrams, drawings or other requirements, announcements related to the purchase orders and services as well as reference to this purchase order in

communications with third parties require our prior written agreement.

XI. PLACE OF FULFILMENT, COURT OF JURISDICTION AND APPLICABLE LAW, MISCELLANEOUS

1. Place of fulfilment for the deliveries is, unless otherwise agreed, our works.
2. The court of jurisdiction for all disputes arising from this contract is Würzburg. We can also take legal action against the seller in the seller's court of jurisdiction as well as in the court of jurisdiction for our officially registered subsidiary with which the contract was concluded.
3. The language of the contract is German.
4. For all legal relationships between us and the seller, only the law applicable at our headquarters for the legal relationship between domestic parties applies, with the exclusion of foreign law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.
5. The seller ensures at the seller's expense and without delay that all the requirements for the effectiveness of the order in the seller's country, e.g. export permits, are available and remain valid during the processing of the order. If the supplier does not meet this obligation, the purchaser has the right to withdraw from the contract, if necessary, and in all circumstances to demand payment for damages from the seller. The same applies in the situation that, e.g. required approvals are not granted, despite the efforts of the seller, within a period that is reasonable for the purchaser, or required approvals are withdrawn or become invalid during processing.