

## General Terms and Conditions of Purchase

Valid as from 01 June 2007

### 1. Scope of the general terms and conditions of purchase

- 1.1 These terms and conditions of purchase are part of any agreement concluded by us in the course of our business.
- 1.2 These terms and conditions of purchase apply to the exclusion of all terms and conditions of suppliers that are incompatible with them, depart from them or are an addition to them. This applies likewise if the supplier gives notice of his intention only to supply under his own terms and conditions.

### 2. Binding force of the orders

An agreement concluded with us is only valid in so far as it has been laid down and confirmed by the supplier in writing.

### 3. Prices and method of payment

The agreed prices apply DDP inclusive of all costs that might arise in connection with the supply, in connection with adequate packaging and if appropriate in connection with necessary certificates, etc.  
Unless otherwise agreed, the invoice amount shall be paid within 60 days net following receipt of the goods, completion of services and/or date of receipt of the correct invoice.

### 4. Delivery time and delivery

- 4.1 Delivery shall take place DDP within the delivery time agreed between the parties. The order number shall be quoted on all documents, delivery notes and invoices. Each delivery shall be provided with a waybill.
- 4.2 Exceeding the agreed delivery time (which is of the essence of the agreement) counts as non-fulfilment by the supplier to discharge his obligation to supply. We then reserve the right to terminate or dissolve the agreement and/or to claim compensation for failing to discharge contractual obligations.
- 4.3 In cases of interruption to supply due to unforeseen circumstances, such as force majeure, we reserve the right to terminate or dissolve the agreement in whole or in part.

### 5. Part deliveries

Part deliveries are only permitted once we have given our consent to them.

### 6. Transfer of risk and ownership

- 6.1 Unless otherwise agreed by us in writing, ownership of all the goods supplied to us by the supplier transfers once we have confirmed receipt in writing.
- 6.2 The supplier bears the risk of an accidental loss or deterioration of the goods until such time as the goods have arrived at the delivery address. The delivery address is the place of delivery/ payment.
- 6.3 If the goods supplied are faulty, we are entitled to withhold acceptance of them. In this case the risk does not transfer to us.

### 7. Packaging and transport

Unless otherwise agreed, the goods to be supplied shall be packed, stored and transported as is usual in commercial transactions.

### 8. Quality guarantees

The supplier warrants and guarantees that the goods and services to be supplied conform to the required specifications, the promised properties and are not faulty. If no explicit agreements have been made in this respect, the specifications, properties and requirements that are usual in commercial transactions shall apply. In addition, at the time of delivery the respective goods shall conform to the national laws and regulations of the country of the recipient.

### 9. Quality failings/warranty

- 9.1 The warranty period shall be not less than 12 months starting from transfer of ownership.
- 9.2 If faults occur during the warranty period, we can apply an appropriate discount to the price, declare the purchase agreement terminated or dissolved, demand repair free of charge, demand a replacement supply or supply of a faultless replacement product (the supplier agreeing to pay all the costs necessary for or in connection with this), repair the faulty product supplied ourselves at the supplier's expense or replace it with a product bought from a third party, if great haste is required (for example if danger threatens) and the supplier himself fails to meet the respective requirement within an appropriate period. The aforementioned rights can optionally or in so far as not legally precluded be enforced alongside one another.
- 9.3 The warranty period does not continue during a repair. With the supply of replacement goods a new warranty period begins. Once we have promptly submitted a claim in respect of faults, the limitation period is temporarily stopped until such time as the supplier finally rejects the claim in writing or certifies that the faults have been cleared.
- 9.4 Acceptance of supply and payment shall not be regarded as affirmation or confirmation of an agreement or a correct supply.
- 9.5 If only some of the goods are faulty and in our opinion the remainder of the delivery is unusable or no longer of interest to us for this reason, we have the right to return the whole delivery to the supplier and to demand resupply, all this without prejudice to the provisions in the previous paragraphs of this article.

### 10. Liability

- 10.1 If the supplier is responsible for damage (to a product), he will indemnify us at our first request against claims for compensation from third parties.
- 10.2 The supplier is also liable for all damage caused by himself, his staff or legal persons engaged by him and/or due to faults in the goods and or services supplied and to be supplied by him.



**11. Confidentiality**

The supplier agrees to treat all the information we supply to him within the framework of the business relationship in confidence.

**12. Transfer of contractual obligations**

The supplier is not permitted to assign an agreement or subcontract or engage third parties for the discharge in whole or in part of his contractual obligations without our prior consent in writing.

**13. Applicable laws**

All relations between the supplier and us are subject to the laws of the country in which the delivery takes place.

**14. Competent court**

Unless we prefer an otherwise competent court, all disputes arising from this agreement between the parties shall be resolved exclusively by the court that is competent in the district in which our place of business is located.

