

## General Terms and Conditions of Purchase

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### § 1 Applicable terms and conditions

These terms and conditions of purchase shall apply to all business dealings with suppliers even if not separately mentioned in future contracts. Any provisions and terms and conditions to the contrary shall not apply unless expressly approved in the purchase order.

### § 2 Purchase order

A purchase order shall only be considered placed if it has been made out in writing and signed by us. Orders placed orally or by phone will only be binding for us if confirmed by us by subsequently sending a written confirmation. Order acceptances shall be confirmed within one week from the date of order placement, otherwise we shall be entitled to cancel it.

### § 3 Delivery dates

The delivery period and dates are binding. They are in effect from the date of order placement. The goods must arrive at the destination indicated by us within the delivery period and by the delivery date resp. If default in delivery is expected Supplier shall notify us forthwith and obtain our decision concerning the maintenance of the order. If Supplier defaults, we shall be entitled after having issued a reminder to charge a penalty of 0.5% of the net order value per week or part thereof but not more than 5% of the net order value and/or delivery and/or withdraw from the contract. The penalty paid shall be counted towards the claim for damages. We shall not be obliged to accept deliveries prior to the delivery date.

### § 4 Terms of delivery

The delivery shall be made at Supplier's expense to the place of delivery indicated by us. If we bear the costs of freight in exceptional cases, Supplier shall opt for the mode of transport prescribed by us, otherwise the mode of transport or delivery that is most favourable for us. The transfer of risk shall only be transferred to us upon acceptance of the goods at our place of delivery.

### § 5 Documentation

Invoices, delivery slips and packing slips shall be attached in duplicate to every consignment. These documents shall contain the minimum information: order number, quantity and unit of quantity, gross, net and calculated weight if applicable, item description including our item number, residual quantity in case of part deliveries. In case of freight shipments an advice note shall be sent to us separately on the date of shipment.

### § 6 Prices

Unless agreed otherwise, the prices shall be fixed prices if Supplier does not reduce the relevant prices generally. The prices and conditions granted by Supplier shall not be less favourable than those granted to other customers if and when the latter offer the same or similar prerequisites in a specific case.

### § 7 Invoices/Payment

Invoices shall be made out for each purchase order separately. Payment will be made after complete receipt of defect-free goods or complete provision of services in a defect-free manner and upon receipt of invoice. In case of part deliveries the latter shall apply accordingly. Any delay caused by incorrect or incomplete invoices shall not affect discount periods. The assignment of claims of Supplier against us shall be subject to our consent. Payments will only be made to Supplier.

### § 8 Guarantee/Warranty/Complaint

Supplier shall ensure that the goods, including packaging and labelling, comply with our specification. Our purchase order shall be executed in accordance with the respective state of the art in a professional and correct manner. Warranty shall be based on the statutory provisions.

### § 9 Manufacturer's liability

If goods are found defective for reasons attributable to Supplier, the latter shall indemnify us from the resulting manufacturer's liability to the extent he would also be directly liable.

### § 10 Intellectual property rights

Supplier shall ensure that no patents or any other intellectual property rights of third parties are infringed by his delivery and its utilization. He holds us and our customers harmless against all claims arising out of the use of such property rights. It shall not apply, however, if Supplier has made the supplied goods in conformity with

the descriptions and specifications handed over by us and does not know or cannot know in connection with the products made by him that property rights are infringed.

### § 11 Force majeure

Wars, civil wars, export or trade restrictions due to changing political conditions as well as strikes, lockouts, breakdowns, production cuts and similar events which make it impossible or unreasonable for us to fulfil the contract, shall be considered force majeure and release us from the obligation to accept in a timely manner as long as the event of force majeure lasts. The parties to this contract shall inform each other of such circumstances and adapt their obligations to the changed situation in good faith.

### § 12 Safekeeping/Ownership

Material supplied by us shall remain our property. It shall be stored separately and may only be used for our orders. Supplier shall be liable for any impairment or loss even if it is not his fault. Supplier shall safekeep the items for us. The purchase price includes the costs of storage of the items and materials stored for us.

### § 13 Business secrets

Supplier shall treat our orders and all related commercial and technical details as business secret.

### § 14 General provisions

If a provision is or becomes void, the other provisions shall not be affected by it. Place of performance for delivery and payment shall be Sonsbeck. For deliveries it may be agreed otherwise. Sole place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Kleve.

As of 1 July 2017