

General Conditions of Purchase

1. Contract award

- 1.1. We order on the basis of our General Conditions of Purchase. Other conditions do not become part of the contract, even if we do not expressly contradict you. If we accept the goods or services without an express objection, it can not be inferred from this that we have accepted the supplier's terms of delivery.
- 1.2. Delivery contracts (order and acceptance) and delivery schedules as well as changes and additions must be made in writing. Orders, delivery schedules and their changes and additions can also be made by remote data transmission or by machine-readable data carriers. Additional agreements are only accepted if they have been subsequently confirmed by us in writing.
- 1.3. If the supplier does not accept the order within two weeks of receipt, we are entitled to revoke it. Delivery schedules become binding at the latest if the supplier does not object within two weeks.
- 1.4. The correspondence is to be conducted with the ordering and purchasing department. Agreements with other departments require, insofar as agreements are to be made that change the contractually stipulated regulations, the express written confirmation by the ordering department in the form of a supplement to the contract.
- 1.5. We may demand subsequent changes in the nature of the delivery or service within the scope of the supplier's technical capability. Technical changes and their effect on prices, delivery time or conditions must be in writing.
- 1.6. If our technical requirements can be met due to the use of another material or alteration of dimensions, tolerances, etc., we will ask for appropriate suggestions.
- 1.7. The supplier may point out in his commercial materials on business relations with us only after the consent granted by us.
- 1.8. If material is provided by us for the production of our orders, this will be charged at agreed factory-delivery prices. The supplier is obliged to check the material provided by us for its suitability. All materials or parts provided by us or your agents in your workshops, the workshops of your authorized representative or in our factory and / or installed in the system shall remain our sole, exclusive and unencumbered property, prior, during and after processing and / or installation. They may only be used as intended. The processing of the materials and the assembly of parts is done for us. If this rule is not possible for legal reasons, it is understood that we are co-owners of the products manufactured using our materials and parts in proportion to the value of the provision to the value of the entire product, which is kept for us to that extent. If the material or parts provided are damaged or destroyed by you or your agents, you will be required to restore, replace or equivalent substitute them. In the event of damage or destruction caused by intent or gross negligence, you also fully indemnify us for all further damages incurred. Furthermore, our terms and conditions apply.
- 1.9. Changes to our General Terms and Conditions of Purchase are only valid if they have been confirmed by us in writing.

2. Delivery dates

- 2.1. Agreed dates and deadlines are binding. The material must be available at the specified dates at the plant or at the agreed place of delivery. The shipping time is to be calculated. Foreseeable delivery delays must be reported to us in writing as soon as possible.
- 2.2. In case of a delay in delivery, a reasonable grace period will be set. Insofar as the delivery / service does not take place until the end of this period of grace set by us, we are entitled, at our discretion, to demand subsequent delivery and compensation for late delivery or, instead of performance, compensation for non-performance or to withdraw from the contract. The acceptance of the delayed delivery / service does not constitute a waiver of our claims arising from the delay.
- 2.3. We are entitled to refuse acceptance of material that is subject to defects.
- 2.4. The delivery of goods must be made exactly to the places of delivery requested by us. Without a clear reproduction of the material numbers and order numbers as well as the orderer on the delivery notes and waybills, a material acceptance is not possible. Costs due to faulty deliveries are at the expense of the supplier.
- 2.5. The delivery must be complete. Partial deliveries may only be made after our prior written consent.
- 2.6. We do not accept COD shipments.

3. Packaging and shipping

- 3.1. Unless expressly agreed otherwise, deliveries must be made free of freight, toll and packaging to the individual factory-free works.
- 3.2. We reject freight documents, even according to Tegerneer customs.
- 3.3. The packaging is to be provided free of charge. We undertake to return higher quality packaging material to the supplier carriage paid. We regard pallets and containers as supplier property and expect a return in exchange procedure.
- 3.4. The packaging must be selected so that it is possible to transport with a forklift, can be stacked and the goods can be forwarded to the production in unaltered packaging.
- 3.5. The risk before and during shipment is always carried by the supplier.
- 3.6. We reserve the right to name the forwarding agent or carrier.

4. Payments

- 4.1. General price increases until delivery can only be imposed if expressly agreed in the contract. We do not accept price adjustment clauses.
- 4.2. With ongoing deliveries, we make the payment according to invoices. However, if any reduction claims are subsequently made, the supplier hereby agrees that the corresponding reductions will be made on the next due payment obligations.
- 4.3. Payment is made within 14 days of delivery or service with 3% discount or alternatively within 30 days net.
- 4.4. In doing so, we assume that the material is available at our factory upon receipt of the invoice and that the invoice is available in our administration in duplicate form, otherwise the period for payment commence later. VAT must be shown separately.
- 4.5. In the event of premature delivery, we will denominate the invoice on the specified delivery date. Notwithstanding, it is in our sole discretion to make a payment on account.
- 4.6. Invoices are not due for as long as they do not meet these conditions. In case of faulty delivery, we are entitled to withhold the payment pro rata until proper fulfillment.
- 4.7. Low volume and minimum quantity surcharges are not paid during current business relationships.

5. Warranty

- 5.1. The Supplier warrants and assures that all items delivered and services rendered by him are in accordance with the purpose of use, the latest state of the art as well as relevant legal provisions, regulations and guidelines of authorities, professional associations and trade associations, in particular the occupational health and safety standards, environmental protection laws, accident prevention and comply with the relevant standards such as DIN, VDE and other regulations. Recommendations from these authorities, which become a rule within one year, should be taken into account. If deviations from these regulations in individual cases are necessary, the supplier must obtain our written approval for this. The warranty obligation is not affected by this consent. By acceptance or confirmation of models, drawings or the like, we do not waive our warranty rights. If the supplier has objections to the type of execution requested by us, he must inform us immediately in writing. Upon payment our right of reclamation is not canceled or limited.
- 5.2. Defects in the delivery will be reported to the supplier in writing without delay as soon as they have been determined according to the circumstances in the proper course of business. In this respect, the supplier waives the objection of the delayed notice of defects. The supplier commits itself to check defects within 3 working days. If no inspection is made within this period, the defect is tacitly acknowledged.
- 5.3. During the warranty period, defects in the delivery / service, including the lack of warranted features, are to be remedied immediately upon request, including all ancillary costs, at our option through repair or replacement of the defective parts. The rectification of defects must be carried out without delay under evaluation of our concerns, if necessary at night or on Sundays and public holidays.
- 5.4. If the supplier does not fulfill his warranty obligation within a reasonable deadline set by us, we can take the necessary measures at his own expense and risk, without prejudice to his warranty obligation, or have these taken by third parties. In urgent cases, after consultation with the supplier, we can rectify the defect ourselves or have it carried out by a third party. Further claims, in particular claims for cancellation, reduction and / or compensation remain unaffected. If hidden defects are the cause of uselessly used material and / or increased labor costs, recourse claims of third parties or other direct or indirect damage, we reserve the right to charge these costs to the supplier.

- 5.5. The warranty period is 12 months. It begins with the delivery of the item to us or the third party named by us, at the place of reception specified by us. For devices and machines, the warranty period is 2 years, beginning with the acceptance date stated in the written acceptance statement of our purchasing department. If the acceptance is delayed through no fault of the supplier, the warranty period is 18 months after delivery of the item after acceptance. For construction contracts, a warranty period of 5 years applies. The warranty period for spare parts is one year after commissioning and ends at the latest 2 years after delivery. If the order, recognizable for the supplier, refers to raw materials and auxiliary materials, which are included in the products we manufacture, the latter shall assume a three-year warranty for suitability, quality and function, starting from the time of delivery to the final consumer, no later than 3 months after delivery to one of our plants. All deadlines recur after every remedy of defects or replacements.
 - 5.6. The warranty claim lapses 6 months after the complaint has been made within the warranty period, but at the earliest on expiration of the warranty period.
 - 5.7. For quantities, weights, wood moistures and other definitions of a delivery the values are determined by our entrance inspection and the basis for billing.
 - 5.8. An agreed upon, specified and / or technical design and quality of a delivery part may not be changed without coordination with us. Our consent must be in writing.
- ### 6. Industrial property rights, technical documents, production equipment
- 6.1. The supplier is responsible for ensuring that the delivery and use of the purchased goods do not violate the property rights of third parties. In the case of infringement of third-party rights, we are entitled to compensation for the damage incurred against the supplier irrespective of his fault. We are entitled to obtain at the expense of the supplier the use of the justifiable delivery items and services.
 - 6.2. The technical documentation and production equipment provided by us, such as matrices, models, samples, tools, etc. remain our property and may only be used for the contractually agreed purposes and made only insofar available to third parties. We reserve all rights to drawings made to our specifications. The supplier must keep the technical documentation and production equipment separate and accessible for us at all times, mark it as our property and treat it with care. The documents and production equipment sent by us must be returned to us at the latest with the delivery. As long as this has not happened, the delivery is deemed not to have occurred with all the resulting consequences. The supplier is obliged to insure the transmitted technical documentation and production equipment against fire, theft, etc. The insurance costs are borne by the supplier. If there are deviations between the transmitted technical documentation, production equipment, etc. and our information, the supplier is obliged to inform us immediately in order to clarify the situation before production starts.
 - 6.4. As soon as parts have been developed or created for us, in cooperation with us or through our cooperation, we require the right of exclusive delivery. These or similar parts may not be delivered to third parties. In case of violations, we are entitled to demand a contractual penalty of at least € 10,000, in addition to the damage incurred. This applies to each individual case of the violation, waiving the plea of continuation by the supplier. This amount will be credited against the proven damage.
 - 6.5. All models and tools delivered for our goods dispatch become our property without special reimbursement. If, due to special agreement, the ownership of the tool is not transferred to us, the existing price agreements can only be terminated with a deadline corresponding to the replacement time of new tools. Otherwise, the tool is to be delivered if it can be used by companies of the competition.
 - 6.6. The supplier is obliged to treat our orders and the associated peculiarities as business secrets.
 - 6.7. Insofar as we hand over material to the supplier for processing, he is liable for loss or damage. He has to keep the material for us with the utmost care and is obliged to inform us immediately in the event of a seizure or third-party disposal. In any case, the materials and the production aids provided remain our property.
 - 6.8. The complete wood, material and fitting lists created in the context of an order by a supplier, as well as additional detailed drawings, must be made available to us after completion of the order at least in copy. We reserve the right for inspection before the start of production.
- ### 7. Technical regulations
- 7.1. For the technical execution of delivery items and services, our leaflet "Technical Implementation Regulations" is part of the delivery contract.
 - 7.2. If the execution of the delivery item in whole or in part does not comply with our "Technical Implementation Regulations", then this applies expressly, even without explicit notice of defects, as a defect of the delivery item and entitles us to all claims in this regard.
- ### 8. Retention of title
- 8.1. We agree that the supplier's deliveries are subject to a simple and extended retention of title.
 - 8.2. With the payment of the delivered material we acquire unrestricted sole ownership. We do not recognize any further retention of title by the supplier or third parties.
- ### 9. General provisions
- 9.1. Should individual parts of these conditions be legally ineffective, the validity of the remaining conditions shall not be affected thereby.
 - 9.2. We will treat the personal data of the supplier in accordance with the Federal Data Protection Act.
 - 9.3. If the supplier stops his payments or if bankruptcy proceedings are requested against his assets or a court or out-of-court settlement procedure, we are entitled to withdraw from the contract for the unfulfilled part.
 - 9.4. The transfer of the order to third parties as well as the assignment / transfer of the claims / rights resulting from the contract requires our prior written consent.
 - 9.5. For the workforce of foreign companies employed on our land, our "Instructions for assembly work", which are an integral part of our contract, apply without restriction. If by mistake no copy of this AfM is attached, you absolutely want to request it. The company responsible for carrying out the work is liable for any accidents or damages and their consequences.
 - 9.6. In the case of higher powers, a new agreement must be reached on the contentious issues by mutual agreement and objective weighing of interests.
- ### 10. Fulfillment and jurisdiction
- 10.1. Place of fulfillment for all liabilities of both sides is the seat of the work to be supplied.
 - 10.2. The place of jurisdiction for claims of both parties, including for check and bill of exchange claims, depending on the amount in dispute, the district court Völklingen or the district court Saarbrücken as agreed.
 - 10.3. The law of the Federal Republic of Germany applies exclusively, unless expressly agreed otherwise.