

General Terms and Conditions of Purchase

1. General

- a) These General Terms and Conditions of Purchase shall apply to all contracts, including but not limited to future contracts, with companies, entrepreneurs, legal entities of public law or special funds under public law regarding the purchase of moveable goods or moveable goods to be produced („Purchase Good“ or „Purchase Goods“).
- b) Only our General Terms and Conditions of Purchase apply. Additional or deviating agreements or conditions of the seller, to which we have not agreed in writing, do not apply. General Terms and Conditions of the Seller are hereby rejected.
- c) If and insofar we have not covered a particular issue by this General Terms and Conditions the statutory legal provisions supplementary apply.

2. Offer

- a) Seller has to precisely mirror the respective request in its offer and – in cases of discrepancies – explicitly point out such discrepancies.
- b) The offer shall be provided free of charge and does not oblige us to purchase the offered goods.
- c) The seller is bound by its offer.

3. Order and Conclusion of Contract

- a) Only written orders and order changes/cancellations are valid. Oral contracts are only binding if and insofar they have been confirmed in writing by both parties. We are entitled to change or cancel orders at any time, as long as the Seller has not confirmed our order in writing; Afterwards cancellations of orders are to be handled in accordance with § 649 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).
- b) In order to conclude a contract the seller is required to confirm orders in writing within three (3) business days. A valid conclusion of a contract is subject to the condition that the seller uses our order form for its written confirmation. This applies mutatis mutandis in case of order changes. Every document has to show the complete order number, order dates and our order reference.

4. Technical Provisions, Safety Regulations

- a) The Purchase Good has to comply with recognised standards of technology, the German Machine Safety Code (Gerätesicherheitsgesetz), the German Chemicals Act (Chemikaliengesetz), the applicable provisions of the employer's liability insurance association and any other applicable safety and accident prevention regulations. If the Purchase Good does not comply with these provisions and regulations this will be regarded as defect in accordance no. 5.
- b) Test certificates and certificates of origin and similar documents are part of the Purchase Good to the extent we have requested them or they were promised by the seller.

5. Warranty

- a) With regard to apparent defects we are entitled to file a complaint within a month from the receipt of the Delivery Good at the agreed delivery place. With regard to hidden defects we are entitled to file a complaint within five days from the date the defect was detected.
- b) In case a delivery or service does not comply with the contract or the recognised standards of technology, we are entitled to claim at our choice either repair free of charge or replacement free of charge ("Supplementary Performance"). In case the first try to conduct supplementary performance fails, we are entitled to claim a our choice either a reduction of the purchase price ("Reduction") or withdrawal from the contract ("Withdrawal"). We are entitled to the same claims if the Supplementary Performance is not conducted despite a reasonable grace period was set by us or if the seller refuses such Supplementary Performance. In addition, we are entitled to rectify the defect by ourselves and claim reimbursement of the required expenditures or a respective pre-payment, respectively. These claims also apply with regard to minor defects. Our right to claim damages in addition to a Reduction or Withdrawal remains unaffected.
- c) If we choose to claim damages upon a failed Supplementary Performance, we are free to either keep the goods and claim damages in an amount equaling the difference between the purchase price and the worth of the defective good or the hand back the defective good and claim the overall damages caused by the non-performance of the contract, in both cases including any consequential damages and damages caused by delay (if any).
- d) Any claims based on defects become time-barred after three years from the date of the delivery if not agreed otherwise and irrespective of any further-reaching statutory claims. With regard to Purchase Goods which require to be assembled at the delivery place the limitation period starts once the assembly is finalised. In case a trial operation was agreed the limitation period starts once such trial was conducted by us without undue delay and without complaint. In any other cases the limitation period starts once the Purchase Good was received at the agreed delivery place.
- e) The period of limitation shall be suspended in the time period between the notification of defect and the rectification of the defect. In case only parts of the delivery goods are defective, the limitation period shall be prolonged for the entire Delivery Good for the time period between the notification of defect and the rectification of defect. In case parts are replaced or repaired the limitation period starts anew as soon as a contractual compliant and defect-free Purchase Good was produced.
- f) In case of a deviation of weight the weight measured by us applies unless the seller proves that the weight was determined by correctly using a commonly accepted measuring method.
- g) Our claims with regard to defects shall not be affected because we accepted planning documents (cf. no. 7) unless a failure in the drawings or other documents was detectable for us, which has to be proven by the seller.

6. Delivery

- a) Unless the parties have agreed differently in writing, the seller all deliveries shall be free of charge to the delivery place agreed between the parties or stipulated in the offer, respectively, and the risk of accidental loss shall and accidental damage pass to us with the handover at the at the delivery place. Delivery dates determine the date of receipt of the delivery at the delivery place ("Delivery"). Deliveries before the agreed delivery date require our prior written approval.
- b) The agreed delivery dates are binding, whereby events of force majeure are excluded. Unless something different was agreed, the delivery period starts with the seller's receipt of the respective offer. If it becomes detectable that possibly or probably the delivery dates will not be met, the seller has to notify us stating the reason and the duration of the delay. In case the seller does not notify us it is banned from using the respective reason as an excuse for the delay, this does not apply to events of force majeure.

- c) In case the seller does not fulfil its contractual obligations within the agreed delivery period, it is liable in accordance with statutory provisions. In case the seller is entirely or partly in default with the delivery or performance we are entitled to all statutory claims arising out of the default unrestrictedly. A possible contractual penalty for a delayed delivery remains unaffected.

7. Planning Documents

- a) The seller is not entitled to use or make available to third parties planning documents which we hand over to the seller in order to produce the Purchase Good for any other purpose than the fulfillment of the contract.
- b) At our request the seller has to present the planning documents, working drawings which relate to the Purchase Good for our approval and upon our approval to provide us with one master print. At our request the seller has to provide us in addition with spare part drawings for the significant spare parts and with sufficient information with regard to the purchase of such spare parts.

8. Insurance

- a) Transport insurance will only be concluded by the seller unless the parties explicitly agreed differently in writing.
- b) Seller is obliged to have and keep in place at its costs a sufficient liability insurance covering damages caused by seller its personnel or its representatives. Seller is obliged to disclose to us the covered amount per damage event at our request.

9. Delivery Provisions

- a) The seller is obliged to send a delivery notification for each single delivery at the date of such delivery separate from the goods and the invoice. Packing notes and delivery notes containing at least information on defects, an exact description of the Delivery Good and the order number have to be enclosed to the delivery.
- b) In case we have agreed with the seller in writing that we bear the delivery costs, the seller is obliged to choose the cheapest and most suitable way of transport. All delivery notifications, delivery notes, packaging notes, consignment notes, invoices and the outer packaging, etc. have to show the complete order signs and information on the unloading point prescribed by us.
- c) In general the seller is obliged to pack, label and send any dangerous substances in compliance with the applicable national and international legal provisions. In addition to the hazard class the accompanying documents have to include all further information which is required by the applicable transportation provisions. The seller is liable for damages and bears all costs, which are caused by a non-compliance with these provisions. The seller is also liable that its sub-deliverers comply with these provisions.
- d) The seller bears the risk arising out of incorrect, incomplete or delayed shipping documents. All deliveries which we cannot accept due to a non-compliance with these provisions, are stored at seller's costs and risk. We are entitled to check the content and condition of such deliveries.

10. Force Majeure

- a) Force majeure, labour disputes, riots, official measures and any other events beyond the seller's and our influence and control release us and the seller from our contractual obligations.

- b) In case the force majeure continues for more than one month the seller and we are entitled to withdraw from all contracts affected by the force majeure, whereby all other rights and claims shall be excluded.

11. Invoices and Payment

- a) Invoices have to correspond with the offer with respect to positions and prices. Possible increased or decreased contractual performances have to be listed separately in the invoice.
- b) The payment period is in general 30 days. Payment periods start with the agreed point in time, however, at the earliest, with the receipt of goods, documents (in particular certificates, specifications and approval notes) and the invoice. In case we conduct the payment within 14 days from the receipt of the goods, documents and the invoice the seller grants a discount of 2% calculated on the net invoice amount. The seller may only assign its payment claim with our written approval.
- c) Our payment is not to be regarded as an acceptance of conditions, prices or a declaration of the absence of defects.
- d) Subject to the condition that a higher damage is proven we will only pay default interest in an amount of 5 per cent per anno unless the seller proves in each single case that the limitation of the default interest is grossly unjust. The seller is not entitled to claim lump sum reminder fees. The seller has to prove the concrete damage also in this scenario.

12. Place of Performance/Place of Jurisdiction

Place of performance with regard to the delivery is the delivery place designated by us. Place of performance with regard to the payment is Hamburg/Germany. The place of jurisdiction shall be Hamburg/Germany. We are entitled to sue the seller at any other statutory place of jurisdiction.

13. Applicable Law

The contract shall be governed by German Law. German legal provisions regarding the conflict of law and CISG shall be excluded.

14. Origin of Goods

The delivered goods have to fulfil the conditions of origin of the preferential agreements of the European Union (available at: https://wup.zoll.de/wup_online/uebersichten.php?id=1), unless something different is explicitly stated in the order confirmation.

15. Effectiveness Clause

If single clauses of these General Terms and Conditions of Purchase are partly or entirely invalid the validity of the remaining clauses shall not be affected. The parties are obliged to replace the invalid clause with a valid clause, which most closely approximates the invalid clause.

As of March 2018