

# **General Terms and Conditions of Purchase of Hans Schriever GmbH & Co. KG**

## **§ 1 Scope**

These General Terms and Conditions of Purchase apply to the entire business relationship, to both current and future orders, that we enter into with the supplier. These terms and conditions apply exclusively. We hereby contradict the supplier's general terms and conditions of business.

We are entitled to amend our General Terms and Conditions of Purchase at any time with effect for the future by notifying the supplier accordingly.

If we have entered into a framework supply contract with any supplier, these provisions apply in addition.

## **§ 2 General Provisions**

Orders that we place are binding. Verbal collateral agreements shall only apply if they are confirmed by us in writing or in text form.

The supplier undertakes to draw our attention to possible problems when submitting a quotation, in particular with regard to compliance with the recognized rules of technology, the contractually agreed characteristics, the relevant provisions of environmental protection, as well as safety, health and safety and accident prevention regulations or technical expediency.

The supplier shall not grant us less favorable prices and terms than those of any other of its customers, provided and to the extent that we offer it equal or equivalent conditions. If the price of the order that we place is not precisely fixed, the price shall be stated by the supplier at the latest with the order confirmation.

## **§ 3 Prices & Terms of Payment**

The prices that are agreed with us are fixed prices plus the statutory value added tax. They include ancillary costs such as packaging and insurance. Prices apply free domicile. Insurance cover must be provided until we receive the goods.

Invoices shall be drawn up in duplicate stating the order number and the order date. Invoices received by day X of the month will be paid on day Y of the following month with a discount of Z%. Incorrectly issued invoices cannot be processed and will be returned to the supplier. Any delay in payment due to this is the responsibility of the supplier and does not constitute grounds for us to pay interest on arrears or other claims for compensation.

Payment and discount terms commence upon receipt of the proper invoice by us, but not before complete delivery to the shipping point specified by us or before acceptance.

We are entitled to assert rights of setoff and retention to the extent permitted by law.

The assignment of claims by the supplier against us requires our express consent.

The supplier is not entitled to have its claims against us collected by third parties.

## **§ 4 Delivery Times & Contractual Penalty**

The delivery times agreed with us are binding. The date on which we receive the goods is decisive. Goods are received Monday to Friday from X a.m. to Y p.m. If the supplier can foresee that it will not be able to deliver on time, it must inform us immediately in writing or in text form, or in urgent cases by telephone, and indicate the reasons as well as the expected time of delivery. If this notification is omitted or if it is delayed,

the supplier shall be liable for any delays and their consequences.

If the delivery date agreed with us is delayed, we shall be entitled to withhold 0.5% of the total order price from the supplier for each day or part thereof, up to a maximum of 10% of the total order price. The supplier shall be permitted to prove that we have suffered no or significantly less damage. This shall not affect our claim for performance and further damages.

We are entitled to reject early deliveries and return them at the supplier's expense and risk.

## **§ 5 Scope of Delivery**

Part deliveries, and excess or short deliveries are not permitted. In order to be effective, they require our express agreement or prior consent.

## **§ 6 Packaging**

The supplier shall pack the goods to be delivered in accordance with customary commercial practice and in an appropriate manner. Insofar as we have not prescribed packaging, the supplier shall only use packaging consisting of environmentally friendly materials that do not pollute recycling.

The supplier is obliged to take back the packaging at its own expense if we so request.

## **§ 7 Subcontracting Orders to Third Parties**

Subcontracting orders to third parties is not permitted without our prior consent and entitles us to withdraw from the contract in whole or in part and to claim damages.

## **§ 8 Transfer of Risk**

The supplier shall bear the risk of accidental loss and accidental deterioration until the goods are handed over at the shipping point specified by us.

If the goods are returned to the supplier due to defects or other errors for which it is responsible, such as early deliveries, the goods are returned to the supplier at its own risk.

## **§ 9 Warranty & Complaints**

Delivery must be made free of material defects and defects of title. The supplier expressly warrant that the goods sold to us are in accordance with the samples or specimens delivered by it and approved by us or, if the order has been placed with reference to one of our quotations, in accordance with its quotation.

In the event of a defect, we shall be entitled to the statutory warranty rights. We shall notify the supplier of defects in the delivery as soon as they can be ascertained during the proper course of business. The supplier shall bear the expenses which result from the delivery of defective goods. In the event of defects, we shall be entitled to charge the supplier a flat rate of €XX plus value-added tax for each individual case.

The supplier shall waive the right to object to delayed notification of defects. Defects which are only discovered by us or one of our customers during processing or treatment and are then notified shall be deemed to have been reported in due time.

The warranty period is 48 months from the time of transfer of risk. Insofar as we are bound to provide longer warranty periods vis-à-vis our customers, the limitation period between us and the supplier shall be based on this longer warranty

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period. In the event of supplementary performance by the supplier, the period of limitation for claims based on defects shall begin anew. The decisive point in time is the date on which we receive the supplementary performance. Supplementary performance shall only be deemed to be proper if we confirm this in writing.

### **§ 10 Product Liability**

In the event that claims are asserted against us pursuant to the German Product Liability Act [ProdHaftG] or other strict liability, the supplier is obliged to indemnify us against such claims at our request if and to the extent that the damage was caused by a defect in the goods delivered by it. This shall apply mutatis mutandis in the event of contributory causation in an appropriate proportion.

In such a case, the supplier shall bear all expenses and costs incurred by us and our customers. This applies for the costs of any legal action or recall. In all other respects, the statutory provisions shall apply.

The supplier is obliged to maintain a product liability insurance policy covering an adequate insured sum, which it has to prove to us on request.

### **§ 11 Industrial Property Rights and Copyright**

The supplier guarantees that the goods delivered by it are free of third parties' industrial property rights, both for delivery and use. The supplier shall indemnify us against claims of third parties arising from any infringement of industrial property rights.

### **§ 12 Means of Production**

Means of production are all items that are required for the manufacture of ordered parts based on drawings or samples and whose sole purpose is to serve the production process, such as tools, molds, templates, which we provide for the execution of the order. They remain our property. They are to be expressly marked as our property immediately after they are taken over by the supplier and are to be stored separately from identical or similar equipment. After use for our order, the means of production must be returned to us immediately and in full, unless expressly agreed otherwise. This also applies to unprocessed materials.

The supplier shall have no right of retention of our means of production.

### **§ 13 Force Majeure**

Force majeure, industrial disputes, unrest, governmental measures or other unforeseeable, unavoidable and serious events shall relieve the supplier from its obligations to perform for the duration and extent of the disturbance. The supplier is obliged to inform us immediately about the occurrence of force majeure.

If the force majeure lasts longer than 14 days, we are entitled to withdraw from the contract in whole or in part without compensation.

### **§ 14 Insolvency**

Should the supplier stop its deliveries or should insolvency proceedings concerning its assets be applied for or rejected for lack of assets or insolvency proceedings be opened, we shall be entitled to withdraw from the order to the extent of the outstanding scope of delivery.

### **§ 15 Confidentiality**

The supplier undertakes not to disclose any commercial documentation or financial or technical data, especially

samples and models (information) to which it may have become privy during the term of the contract. We undertake to also maintain confidentiality. The obligation shall enter into force from initial awareness and shall continue for 36 months from termination of the business relationship. The obligation does not apply if the information is publicly known or generally accessible or if the third party was verifiably aware of it already. It will furthermore also not apply if a party is obligated to disclosure for statutory or official administrative reasons.

### **§ 16 Data Protection & EDP Processing**

The supplier agrees that we will store data required for order processing and auditing of accounts electronically, in due consideration of statutory data privacy regulations.

### **§ 17 Final Provisions**

The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.

The domicilium citandi et executandi for disputes arising under the contractual relationship shall be the court responsible for our head office. We shall also be entitled to bring action at the place of the supplier's head office. In the case of disputes, the original German version shall have precedence over the English translation.

In the event that a provision under these GTC is or becomes ineffective, this shall not affect the effectiveness and enforceability of the remaining clauses. The supplier undertakes to agree with us on an effective and enforceable substituting provision that will satisfy the purpose of the order and protect common interests. § 139 BGB [German Civil Code] shall not apply.