

Purchasing conditions

1. Scope

- (1) Our purchasing conditions shall only apply to traders if the contract is part of their commercial business, legal entities under public law and public special funds. Any terms and conditions of the supplier to the contrary or deviating from our terms and conditions of purchase shall not be recognised unless we have expressly agreed to their validity in writing. Our purchasing conditions shall also apply if we accept the supplier's delivery without reservation despite being aware of any terms and conditions of the supplier to the contrary or deviating from our purchasing conditions.
- (2) Our purchasing conditions shall also apply to all future transactions with the supplier.

2. Offer

The supplier can accept our orders within a period of 2 weeks.

3. Prices - Terms of payment

- (1) The price stated in the order is binding and does not include any additional claims or reservations. It does not include the statutory value added tax.
- (2) In the absence of a written agreement to the contrary, the price shall include delivery "freight prepaid" including packaging. The obligation to return the packaging shall require a special agreement. The supplier's reservation to increase prices on the basis of proven cost increases shall only be effective if it has been acknowledged by us in writing.
- (3) Payment shall always be made only after complete receipt of the goods and receipt of the invoice, at our option within 14 days less 3% discount or within 30 days net. The discount period shall commence on the invoice date but not before the day on which the delivery arrives at the place of receipt specified by us.
- (4) We shall be entitled to set-off and retention rights to the extent permitted by law.

4. Delivery time - Delay in delivery

- (1) The delivery time stated in the order is binding.
- (2) Unless otherwise agreed, the supplier is not entitled to make partial deliveries.
- (3) The supplier undertakes to notify the purchaser immediately of any delays in delivery and to inform the purchaser of the expected duration of the delay.
- (4) In the event of a delay in delivery, we shall be entitled to demand lump-sum damages for the delay amounting to 1% of the delivery value per completed week, but not more than 10%. The supplier shall have the right to prove to us that no damage or a substantially lower damage has arisen as a result of the delay. The lump-sum shall then be reduced accordingly.
- (5) We reserve the right to assert further claims for damages.

5. Dispatch, Passing of Risk

- (1) Unless otherwise agreed in writing, delivery shall be made freight prepaid. Shipment shall be free of freight, packaging costs and charges to the place of receipt designated by us.
- (2) Each delivery must be accompanied by a delivery order stating our order number, the article number, the number of items, the exact designation of the items and the individual weights or dimensions.
- (3) Additional costs and damages due to incorrect or faulty handling shall be borne by the supplier.
- (4) The risk shall pass to us when the delivery arrives at the place of receipt specified by us.

6. Test certificates

The supplier shall ensure that the deliveries meet our technical requirements by carrying out its own checks. The supplier is obliged to keep records of the tests carried out and to grant the purchaser a right of inspection upon request.

7. Transport insurance

The insurance costs shall be borne by the supplier.

8. Notice of defects

The obligation to inspect and notify of obvious defects or deviations in quality begins in all cases – even if the delivery has previously become our property or has been handed over by us to the forwarding agent, carrier or other agent – only when the proper dispatch notice has been received and the goods have been received at the place of receipt designated by us. We are only obliged to open the packaging and to inspect the goods on a sample basis. All defects which are not recognisable on the basis of the packaging or which cannot be detected on a sample basis are considered hidden defects. The period for notification of defects shall be 10 working days from receipt of the goods at the place of receipt designated by us for recognisable defects and 10 working days from discovery for hidden defects. The period for notification of defects shall be observed if we have sent the notification of defects within this period.

9. Liability for defects

- (1) We shall be entitled to the statutory claims for defects in full. Irrespective of this, we shall be entitled to demand from the supplier, at our discretion, either rectification of the defect or replacement delivery. In this case, the supplier shall bear the costs necessary for the purpose of rectification of the defect or replacement delivery. The right to damages shall remain reserved.
- (2) If the supplier does not fulfil his obligation to remedy defects within a period set by us in the event of urgency or imminent danger, we shall be entitled to remedy the defects ourselves or through third parties at his own expense or to procure replacements elsewhere.
- (3) The period of limitation for warranty rights shall be 3 years from the passing of risk. Notwithstanding this, the period of limitation for items which are used in accordance with their usual instructions for use for a building and which cause its defectiveness shall be five years.

10. Product liability

- (1) Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us on first demand against claims for damages by third parties to the extent that the cause lies within his sphere of control and organisation and he is himself liable externally.
- (2) In this context, the supplier shall reimburse us for any expenses incurred by us as a result of precautionary measures which become necessary, e.g. a recall campaign to be carried out.
- (3) The supplier undertakes to maintain product liability insurance with a coverage limit appropriate to the risk.
- (4) If we are entitled to further claims for damages, these shall remain unaffected.

11. Means of production

- (1) Production means such as models, samples, dies, tools, gauges, drawings and the likes of, which are provided by us to the supplier or manufactured according to our specifications by the supplier or ordered from him, may not be sold, pledged or otherwise passed on to third parties or used in any other way for third parties without our consent, but may only be used for our order. Celotec GmbH & Co. KG becomes the owner of the means of production etc. with the purchase or manufacture by the supplier. The transfer is replaced by the fact that the supplier stores the means of production etc. free of charge for Celotec GmbH & Co. KG. If these, our means of production, are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of our object to the other processed objects at the time of processing.
- (2) If the object provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the other mixed objects at the time of the mixing.

If the mixing is carried out in such a way that the supplier's item is to be regarded as the main object, it shall be deemed agreed that the supplier shall transfer proportionate co-ownership to us; the supplier shall hold the sole or co-ownership in safe custody for us.

- (3) The supplier must maintain the means of production at his own expense, repair them and, if necessary, renew them during the agreed service life. They must be returned to us without due delay upon request. Infringements shall oblige us to pay full damages and entitle us to withdraw from the contract in whole or in part.
- (4) We reserve title and copyright to illustrations, drawings and calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested. They are to be kept secret from third parties.

12. Exclusion of assignment

The assignment of claims against us is excluded. The supplier may not transfer the contractual rights to third parties without our express consent.

13. Industrial property rights

The supplier shall be liable for ensuring that no rights of third parties are infringed by the use of the delivery items. The supplier shall indemnify us against all claims made against us or our customers due to the infringement of an industrial property right. The supplier's obligation to indemnify shall apply to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.

14. Trade secret

The supplier is obliged to treat our orders and any work resulting therefrom as secrets and to treat them confidentially. The supplier may only refer to his business relationship with us in his advertising if we have expressly agreed to this in writing.

15. Data protection

The contractor's data relating to business transactions with him shall be processed in accordance with the Federal Data Protection Act.

16. Force majeure

Force majeure, labour disputes, operational disruptions, official measures or other unforeseeable, unavoidable, serious events that do not fall within the scope of risk of a contracting party shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect. The contracting parties shall be obliged to provide the necessary information immediately within the scope of what is reasonable and to adapt their liabilities to the changed circumstances in good faith.

17. Final provisions

- (1) The place of performance for the delivery is the place of receipt specified by us.
- (2) Jurisdiction is at our discretion our registered office or the registered office of the supplier, also for documents, bills of exchange and cheque processes.
- (3) The purchasing conditions and the entire legal relationship between us and the supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (4) Should a provision in these Purchasing Conditions or a provision within the framework of other agreements be or become invalid in whole or in part, this shall not affect the validity of all other provisions or agreements.

Celotec GmbH & Co. KG