

## 1. General

These terms and conditions of purchase shall apply to all present and future business relations with our Suppliers or other contractors, provided that they are "entrepreneurs" within the meaning of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity acting in the performance of a commercial or independent professional activity (hereinafter jointly referred to as "the Supplier").

These Terms and Conditions of Purchase shall also apply to services and services rendered on the basis of a work contract.

These Terms and Conditions of Purchase shall apply exclusively; we shall not recognize any terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase unless we have expressly agreed to their application. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. All agreements between us and the Supplier must be in writing; this also applies to a waiver of the written form requirement.

## 2. Quotations by the Supplier

Quotations by the Supplier must be provided free of charge and without engagement for us.

## 3. Purchase orders

Only written, signed purchase orders are valid. By accepting the order, the Supplier declares his agreement with these terms and conditions of purchase, even if the confirmation is based on any conflicting terms and conditions of sale.

Purchase orders given orally, over the phone or by e-mail, changes, additions and the like require our subsequent written confirmation to be effective. In the case of mechanically manufactured parts, a supplier identification is absolutely necessary, which is drawn up jointly.

## 4. Prices

The order is based on previously agreed prices. These are considered fixed prices. If, in exceptional cases, no prices have been agreed beforehand, these must be stated in the order confirmation; in this case, we reserve the right to state the final acceptance.

## 5. Order confirmation

Every order must be confirmed by the Supplier immediately after receipt of our order, at the latest within one week. If this period is exceeded, we are entitled to cancel the order.

## 6. Delivery dates

The agreed delivery periods and dates are binding. Delivery periods run from the date of the order. Within the delivery period or on the delivery date, the goods must be at the place of receipt specified by us. As soon as the Supplier becomes aware of circumstances which appear to jeopardize compliance with the delivery period or delivery date, he must notify us immediately in writing, stating the reasons and the expected duration of the delay.

In the event of non-compliance with the delivery date, we shall be entitled to the statutory rights. In cases of urgent need, we shall have the right to withdraw from the contract and to obtain supplies elsewhere if this can prevent the occurrence of substantial damage.

If the Supplier is in default, we have the right, after a reminder, to demand a contractual penalty of 0.5% of the net order value per week or part thereof, up to a maximum of 5% of the net order value and/or the

delivery, and/or to withdraw from the contract. The contractual penalty paid shall be offset against a claim for damages.

We shall not be obliged to accept delivery before the expiry of the delivery date.

## 7. Shipment

Unless otherwise agreed, all items must be delivered carriage and duty paid to our factory, including free packaging. If, however, the packaging remains the property of the Supplier and is charged for, it must be credited to us in its full value in the case of carriage-free return. When calculating weights, the official railroad weight applies.

Each shipment must be accompanied by delivery bills, packing slips or other accompanying documents, which must contain a detailed overview of the contents as well as our order number. In addition, a drawing and a corresponding test certificate must be enclosed for mechanically manufactured parts. In case of weight shipments, the weights must be proven to us with official weighing cards.

Unless otherwise specified, the shipment will be sent to our address.

**D-64653 Lorsch, Seehofstr. 56-58**

In any case, the Supplier is obliged to take care of insurance of the shipped goods. An exception is only given if we point out in writing that we take care of insurance ourselves. The shipments are carried at the risk of the Supplier.

## 8. Invoices

Invoices shall be sent to us in duplicate, separate from the shipment. They must include our order number and indicate the exact date of dispatch.

## 9. Terms and conditions of payment

Payments are made in cash or in means of payment at our discretion either

- a) 14 days after receipt of invoice with 3% discount or
- b) 3 months after receipt of invoice net.
- c) Cash on delivery: basically by rail or against prepayment.

Complaints about the delivery entitle us to withhold due payments.

## 10. Warranty

The Supplier warrants that the delivered goods have the properties promised by the Supplier for a period of one year after their use, even without timely notification of defects, and that they are not afflicted with defects that would reduce or eliminate their value or suitability for the normal use or the use assumed according to the order.

Notwithstanding the resulting legal claims, we may, at our discretion, demand that the defect be remedied free of charge or that a defect-free item be delivered carriage paid.

If the Supplier defaults on his obligations under the warranty, we shall also be entitled to procure replacement at the Supplier's expense.

Hidden defects entitle us to demand compensation for materials and wages spent uselessly.

We shall be entitled to claim damages for non-performance in the event of negligent conduct on the part of the Supplier, even if we ourselves are held liable for damages due to the Supplier's defective delivery. Goods not delivered in accordance with the contract will be returned at the expense and risk of the Supplier. If the deliveries are repeatedly not carried out in accordance with the contract, we are entitled to withdraw from the contract.

## **11. Means of production**

Models, samples, tools, drawings and other aids provided by us shall remain our property. These may not be sold to third parties without our consent and must be returned to us free of charge and without being asked after production of the order. Items which are produced with the help of these means of production must not be sold to third parties, either. All items handed over to the Supplier shall be insured by the Supplier against fire and theft free of charge for us as long as they are in the Supplier's possession.

## **12. Property rights**

The Supplier shall be responsible for ensuring that his delivery does not infringe any third-party property rights in Germany or abroad.

## **13. Safety devices**

All aggregates, prefabricated hydraulic parts, machines etc. must be delivered with the legally prescribed safety devices and comply with their regulations.

## **14. Environment**

EXPERT-TÜNKERS GmbH is certified according to ISO 9001:2015. Therefore, the careful use of resources and the compliance with legal requirements in the field of environment and health are an important aspect, which is also taken into account by us in the procurement of goods and services. The Supplier is therefore required to manufacture products or services in an environmentally compatible and energy-reduced manner within the scope of his activities. He agrees to have this checked by us within the framework of quality and environmental audits.

## **15. Business secret**

The Supplier is obliged to treat our orders and all related commercial and technical details as business secrets. Reference to the business relationship with us in the Supplier's advertising may only be made with our written consent.

## **16. Place of performance and place of jurisdiction**

The place of performance for all obligations is Lorsch, unless otherwise agreed in writing. The place of jurisdiction for any disputes arising hereof is the competent court of Lorsch.

The contract shall remain binding in its remaining parts even if individual provisions are legally invalid. This shall not apply if adherence to the contract would mean unreasonable hardship for one party.