

## I. General information - application

1. Our Purchasing Terms shall apply exclusively; we do not recognise purchasing terms of the Supplier which conflict with or deviate from our own unless we have expressly consented to their application. Our Purchasing Terms shall also apply even if we, being cognizant of purchasing terms of the Supplier which conflict with or deviate from our own, unreservedly accept the delivery of the Supplier.
2. All stipulations effected between ourselves and the Supplier for the purpose of executing this Contract must be recorded in writing herein.
3. Our Purchasing Terms shall also apply to all future business dealings with the Supplier.
4. Our Purchasing Terms shall apply only vis-à-vis entrepreneurs, public-law entities, or a special fund under public law.

## II. Written form requirement

To the extent these Terms require written declarations, telefax, computer printouts, or electronic declarations shall sufficiently fulfil – within the scope of customary practice – such written form requirement.

## III. Confidentiality

The contractual partners shall be obligated to hold in confidence, as a trade secret, all commercial and technical particulars they become aware of in connection with the business relationship. Such shall not include technical and commercial knowledge of the ordering party if said knowledge is publicly known or was already known to said party at the time the Contract was entered into through no breach of this Contract by the Supplier.

## IV. Delivery deadlines

1. The Delivery Deadlines indicated by us as a calendar day/week must be complied with. The Supplier shall have a right to early delivery only if we have consented to such, whereas payment shall not, as a result, be due and payable earlier. Any foreseeable inability to meet the stipulated delivery deadline – regardless of whether such is attributed to the Supplier or for other reasons not attributed to said party – must be reported to us without undue delay. The Supplier must ensure, in respect of the stipulated delivery deadline, that it has all required precursor materials and has carefully scheduled its production deadlines, taking into account its production capacity and present order situation, so as to ensure timely delivery to the receiving point we specify. Any objection claiming an absence of deliveries to the Supplier shall be of no consequence when determining the date on which the Supplier is in default of delivery.
2. The receipt of the delivery at the receiving point we specify shall be dispositive in determining the timeliness of deliveries. The acceptance date shall be dispositive in determining the timeliness of deliveries including set-up or assembly as well as the timeliness of performances.
3. If a delivery cannot be rendered in a timely manner due to a force majeure, the delivery deadline shall be postponed by the duration of the force majeure causes; even in such a case, we shall be authorised, in the event of prolonged delivery delays, to withdraw from the contract if adherence thereto becomes unreasonable for us, in particular if the delay in performance effects a loss in the interest in such performance.

## V. Passing of risk and shipping

1. To the extent not contractually stipulated otherwise, all shipments shall be free domicile (and, if necessary, duty free, including all ancillary costs) to the receiving point we specify. The Supplier shall use packaging and means of transport with the degree of diligence customary of the forwarding business taking into account any vulnerability to damage of the deliverable. All particulars pertaining to any transport insurance required in individual cases must – insofar as such is to be covered separately by us – be coordinated in writing with our purchasing department. For every delivery, a delivery note clearly providing our order number, an accurate description of the nature, quantity and – if consistent with commercial practice – weight of the deliverable must be enclosed with the consignment. Partial and residual deliveries must be designated as such in the accompanying and shipping documents.
2. The Supplier shall bear the transport risk – even if we pick up the deliverable or it is shipped upon our request. The risk of accidental damage or destruction of the deliverable shall pass to us only upon receipt thereof at the receiving point we specify.
3. Only environmentally-friendly packaging materials may be used.
4. Without having to be requested to do so, the Supplier shall assume all obligations as contemplated by the REACH Regulation (regulation (EC) No 1907/2006).

## VI. Prices - invoice

1. The agreed prices shall always represent fixed prices if no other arrangements have been stipulated. Insofar as the offer or order confirmation documents of the Supplier do not specify statutory sales tax separately next to the price or designate said tax as being in addition to the purchase price, a gross price including sales tax shall then be deemed to have been agreed.
2. We ask that two copies are issued of each invoice. They must contain our order number, a detailed description of the deliverable (including quantity/weight if applicable), the delivery date, and the agreed payment deadline, and furthermore specify prices and sales tax. Invoices must be addressed to the invoicing address specified in the order and may not be enclosed with the shipment.
3. We may reject any invoices that fail to meet the above requirements. Payment shall not be due until such time as we have received an invoice containing the above details and the delivery specified therein is in our immediate possession.

## VII. Receiving inspection

1. Irrespective of our receiving inspection, the Supplier shall be obligated to duly perform an outgoing inspection. We will inspect the deliverable to the extent consistent with commercial practice.
2. We will report in writing to the Supplier externally visible material defects or wrong deliveries, as well as quantity and weight shortfalls (save for those that go unnoticed despite standard random sampling practice). We shall remain authorised to reprehend, upon discovery, all other (hidden) defects that go unnoticed during the receiving inspection, wrong deliveries, and derogations from stipulated chemical and physical parameters, stipulated DIN standards, or functional defects which first become apparent during use or use of materials during operations.
3. In the event of significant urgency, that is, if time is of the essence and it is no longer possible to advise the Seller of the deficiency and impending damage and to provide said party with a deadline, however short, to remedy any defects, we shall be entitled to remedy or have remedied any defects ourselves at the expense of the Seller.
4. Any timely reprehension as contemplated by the above paragraphs prior to the expiration of the statutory or contractually agreed period of limitation for claims based on defects shall preserve any and all our statutory claims based on defects.

## VIII. Supplier guarantees

1. If the Supplier must make deliveries in accordance with DIN standard(s) or equivalent foreign standards requiring conformity with precise or tolerance-compliant chemical or physical values (value limits) or in accordance with drawings, their conformity shall be deemed, at all times, as having been guaranteed under a purchase contract if the presence of a quality mark (e.g., VAL, RAL, or equivalent foreign quality marks) was agreed for the deliverable/input product in respect of their qualification, functional, and safety characteristics, which the quality test leading to the award of the quality mark serves to verify.
2. The Supplier guarantees that contractually compliant use of the deliverables shall not infringe upon third-party industrial property rights.

## IX. Payment/cash discounts - advance payments - default in payment

1. Unless agreed otherwise, payment shall be effected, at our option, after receipt of the invoice and the goods within 14 days less 3 % cash discount or within 30 days net by bank transfer or cheque. The purchase price receivables of the Supplier shall become due and payable no sooner than within 30 days of receipt of the invoice.
2. If not otherwise expressly agreed, partial deliveries shall be approved for payment only once the order has been received in full.
3. Notwithstanding any conflicting prohibitions on rights of set-off, we are at all times authorised to settle claims of the Supplier with our own counterclaims. In respect of counterclaims that are not yet due, we shall also be so authorised in the event of the crediting of an interest difference of 5% p.a.
4. Any advance payments agreed may be conditioned upon the submission of a directly enforceable guarantee, on first demand, from a third party known to us as having a stable credit rating. The third party shall vouch for the reimbursement of the advance payment in the event performances are not rendered or not in a contractually compliant manner. After rendering an advance payment, we shall be entitled to assess the progress of the production process for the deliverable; for this purpose, the Supplier shall grant its permission, already at this time, to one of our agents allowing said party to enter its premises.
5. If models, tools, equipment, etc., are required for the production of the goods, they shall become our property upon payment. The Supplier shall be obligated, at its own cost, to insure the tools belonging to us at the replacement value against fire damage, water damage, theft, and other damage.
6. Should we default in payment, default interest as contemplated by Section 288 of the Bürgerliches Gesetzbuch (the Civil Code, "BGB") shall apply.

## X. Product liability

In addition to the obligation to assume liability for injury to persons or damage to property incumbent upon the Supplier under the Produkthaftungsgesetz (the Product Liability Act), said party – insofar as further product liability arises from tortious considerations (Section 823 BGB) or from contractual claims – shall still be responsible for indirect financial losses associated with the violation of a legally protected right. To the extent the confirmation of order or General Terms of Sale of the Supplier contain clauses precluding or limiting such liability, we shall not, in any way, recognise them as appurtenant to this contract.

## XI. Notice regarding data processing for our suppliers

Our notice regarding data processing can be viewed at [www.roegelberg-getriebe.de/privacy](http://www.roegelberg-getriebe.de/privacy).

## XII. Legal venue - applicable law

1. The exclusive legal venue for all disputes arising from this Contract is Meppen.
2. German law shall apply to all contractual relationships with the Supplier to the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG).