



### **1. Application**

These terms and conditions shall apply, to the exclusion of the General Terms and Conditions of Business of our suppliers and subject to any divergent written agreements, to all present and future supplies and services provided to us. The INCOTERMS of the International Chamber of Commerce in Paris and the Uniform Customs and Practice for Documentary Credits from time to time in force shall apply also.

### **2. Purchase orders**

In the absence of any agreement to the contrary, we shall be bound only to such purchase orders as we have placed in writing (by letter or fax). Purchase orders placed by telephone or e-mail may not be executed by the Supplier unless this has been expressly agreed with us in writing. Any modification to our purchase order when accepted by the Supplier must be expressly notified to us in writing. In this case the contract shall become effective only when given our written approval. The terms of Article 151 of the German Civil Code (BGB) do not apply.

The use of subcontractors requires our prior written approval. If approval is given, the Supplier shall nevertheless remain fully responsible to us for implementation of the Contract.

### **3. Prices, invoicing, payment**

Agreed prices are fixed prices inclusive of packaging. Invoices shall be made out in duplicate in EURO. Any individual invoice must include only deliveries/services contained in a single order. In the absence of any agreement to the contrary, payments by us shall be made 60 days after receipt of invoice net.

### **4. Delivery period, disruptive effects on contract**

The delivery period specified in the order is binding. If circumstances likely to make prompt delivery impossible should arise, or if such circumstances become apparent to the Supplier, the Supplier is required to notify us in writing immediately.

The promptitude of delivery shall be judged by the arrival time of the goods at our premises. If the Supplier cannot comply with a binding delivery date, he is, notwithstanding our other rights (e.g. from delays in delivery), required to give a new and/or latest date on which delivery will be effected. We are not obliged to accept a changed delivery date oder partial deliveries.

Disruptions, delays in delivery or failure to deliver on the part of upstream suppliers, shortages of energy or raw materials and delays in transport, to the extent that these are unforeseeable, as well as strikes, lockouts, official restrictions and any incidents of force majeure shall release the affected party from the duty to deliver or take delivery for the duration of such incident(s) and their effects if that party was not responsible for the disruption. If delivery or acceptance is thereby delayed for more than one month, each of the parties may, to the exclusion of all further claims, withdraw from the contract with regard to the quantity affected by the disruption to delivery or acceptance. In that instance the Supplier shall distribute all stocks of goods remaining in his possession among the customers in direct proportion to their purchase orders.

### **5. Transfer of Risk**

The transfer of risk depends on the agreed terms and conditions of delivery. If no agreement is reached, the risk shall transfer to us when the goods are delivered to the agreed point of acceptance. In the case of machines and technical equipment the risk transfers to us only after functional testing has been undertaken and given satisfactory results.

### **6. Quality, complaints, warranty**

The goods shall conform to the state of the art at the time and comply with the quality and specification agreements entered into as well as the agreed quantity. We are not obliged to carry out incoming goods inspections. We expect our suppliers to be able to provide us with evidence of an implemented quality management system (e.g. in compliance with ISO 9001).

In the absence of any agreement to the contrary, the expiry date for any claims under the warranty shall be 24 months after transfer of risk.

Costs incurred by us in consequence of defective/deficient supplies/services shall be refunded by the Supplier in full.

If the Supplier fails to meet our claim under warranty by a reasonable deadline, of which he is advised, we may ourselves arrange for the rectification of defects or for substitute goods to be supplied at the Supplier's cost. The same shall apply in urgent cases where there is no scope for delay. In the case of multiple-delivery contracts we may cancel the entire purchase order if at least two deliveries have been faulty, in whole or in part. In other respects the statutory terms and conditions shall apply.

We will undertake functional testing shortly after receiving notification of readiness for operation. In the case of systems and equipment with a wide variety of complicated programs we reserve the right to conduct functional testing within a period of 90 days.

To the extent that the goods supplied are incorporated by us in consumer items during manufacture or are employed for such items, the following provisions shall apply in addition: If claims are brought against us, as suppliers, for the reimbursement of expenses or other compensation or a reduction in purchase price, or if the other party withdraws from the contract, and if the defect in the consumer items on which such action against us is based is due to a defect in the goods supplied to us, our rights to claim in respect of that defect shall be limited in time under the rules governing claims against suppliers, so that the period of limitation for our rights to claim shall be suspended until two months after the time when we have met our customer's claims. The suspension of the limitation period shall, in any event, end no more than 5 years after the goods are delivered to our premises.

### **7. Environmental Protection, Occupational Health and Safety, Industrial Accident Prevention and Safety**

The Supplier is under obligation a) to comply with relevant statutory regulations and rules concerning environmental protection, industrial safety, accident prevention, and transport and plant safety, as well as our own general regulations and site regulations, which we shall make available on request; b) to maintain an effective management system in the areas stated and, on request, to provide us with, or show us, evidence to this effect.

### **8. Producer's Liability**

The Supplier shall also absolve us from any producer's liability resulting from a defect for which he is responsible.

### **9. Changes to Products and/or Processes**

Suppliers with whom we are involved in regular business relationships shall undertake to notify us in writing in good time if they intend to make changes to products and/or processes or alterations to analytical methods relating to products that we order.

### **10. Implementation Documents**

The Supplier shall not employ, for any purposes outside the scope of the Contract, any implementation documents that we make available to him so that he can produce the delivery item; nor shall he duplicate such implementing documentation or make it available to third parties. In the absence of any agreement to the contrary, the stated documentation shall be kept for at least 7 years after completion of the contract. On request, the Supplier shall immediately return to us the documentation with which he has been provided. If asked to do so, the Supplier shall make available to us for approval such plans, detailed drawings, technical calculations etc. as relate to the item being supplied, and, after their accuracy has been determined, such data files or master copies as we may need for regular use or repair work. Furthermore, the Supplier shall, on request, provide us with drawings of spare parts for the most important spares and sufficient information on the characteristics of those spares. The

approval of such plans, detailed drawings, technical calculations etc. shall not affect the Supplier's duties in respect of material defects. Templates, molds, print models etc. that are charged to us shall become our property on payment; they shall be held in safekeeping for us by the Supplier free of charge and shall be made available to us on request.

#### **11. Intellectual Property**

The Supplier guarantees that no property rights of third parties in Germany or abroad are infringed in conjunction with the proper use of the ordered goods. In the event of a claim against us by a third party in this respect, the Supplier shall exempt us from such claims when first requested in writing to do so, even in the absence of any intent or negligence on the Supplier's part.

Without the Supplier's approval we shall not make any agreements with or, in particular, reach any settlement with the third party. The Supplier's indemnity obligation shall relate to all expenses necessarily incurred by us in connection with or due to a third-party claim.

#### **12. Place of performance, applicable law and jurisdiction**

The place of performance for the provision of supplies and services shall be the agreed place of receipt, and that for payments shall be Oberhausen. The Contracts are subject to the law of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. In the absence of any exclusive statutory place of jurisdiction, the legal venue shall be Düsseldorf.

#### **13. Prohibition of assignment of claims**

Claims against us may not be assigned without our consent.

#### **14. Severability**

If any individual clauses in these General Terms and Conditions of Purchase are ineffective, this fact shall not affect the effectiveness of the remaining terms and conditions.

#### **Special notes:**

- **We store and process business-related personal data.**
- **We disclaim all rights and obligations accruing to us as a customer under Article 29 2.1 of the General German Forwarders' Conditions (ADSp). A transport insurance is provided by us.**
- **If the goods are supplied by rail, it is essential to state our order number in box 13 b of the railway freight bill (recipient's reference number).**
- **Any references by the Supplier to his existing business relations with us for publicity purposes need our express written approval.**