

General Purchasing Conditions SCHAUBURG Ruhrkunststoff GmbH

§ 1

Abstract - Scope of Application

- (1) Our General Purchasing Conditions apply exclusively; we do not accept opposing conditions or those deviating from our General Purchasing Conditions of the Customer unless we have expressly agreed to their application in writing. Our General Purchasing Conditions also apply if we - in the knowledge of opposing conditions of the Supplier or those conditions deviating from our General Purchasing Conditions - accept the Supplier's delivery without reservations.
- (2) All agreements made between us and the Supplier for the purpose of the execution of this Agreement have to be documented in this agreement in writing.
- (3) Our General Purchasing Conditions only apply for business persons according to § 310 (1) BGB (German Civil Code).
- (4) The Supplier has to comply with all statutory and official regulations for the fulfilment of his contractual obligations.

§ 2

Offer - offer documentation

- (1) The supplier is obligated to accept our order within 2 weeks.
- (2) We retain ownership and copyrights to illustrations, drawings, calculations and other documents; they may not be made available to third parties without our explicit written consent. They are to be used exclusively for the production based on our order and have to be returned to us upon completion of the order without prompting. They have to be kept secret to third parties; in this context, the regulation of § 9 (5) applies additionally.

§ 3

Prices - terms of payment

- (1) The price specified in the order is binding. In the absence of a written agreement, the price includes "free delivery to the Customer's address", including packaging. The return of the packaging requires a special agreement.
- (2) Statutory VAT is included in the price.
- (3) We are only able to process invoices if they - in accordance with the specifications in the order - contain the specified order number; the supplier is responsible for all consequences arising from the non-compliance with this obligation unless he verifies that he is not responsible.
- (4) Unless otherwise agreed in writing, we pay the purchase price within 14 days less 2% discount calculated from the date of delivery and receipt of invoice or within 30 days net following the receipt of the invoice.
- (5) We are entitled to offsetting and retention rights within the limits of the law.

§ 4

Delivery time

- (1) The delivery period specified in the order is binding.
- (2) The Supplier is obligated to immediately inform us in writing if circumstances occur or become evident to him, which indicate that the agreed delivery deadlines cannot be complied with.
- (3) We are entitled to statutory claims in the event of default. We are particularly entitled to demand compensation instead of performance and withdrawal following the futile expiration of an appropriate period of notice. If we demand compensation, the Supplier is entitled to verify to us that he is not responsible for the breach of duty.

§ 5

Transfer of risk - documents

- (1) Unless otherwise agreed upon in writing, the delivery has to be free.
- (2) The Supplier is obligated to specify our exact order number on all dispatch and delivery documents; if he omits this specification, we are not responsible for any resulting delays in processing.

§ 6

Inspection for defects - liability for defects

- (1) We are obligated to examine the goods for any quality and quantity deviations within an appropriate period; the objection is deemed received in due time if it is received by the supplier within 5 working days calculated from the receipt of the goods or from the date of discovery in case of hidden defects.
- (2) We are entitled to statutory warranty claims in full; in any event, we are entitled to demand from the Supplier remedy of defect or delivery of a new product at our discretion. The right to compensation, particularly the right to compensation instead of performance, is explicitly reserved.
- (3) We are entitled to perform the remedy of defect at the expense of the Supplier if the Supplier is in default with the subsequent fulfilment.
- (4) The limitation period is 36 months, calculated from the date of transfer of risk, unless the mandatory regulations of §§ 478, 479 BGB (German Civil Code) apply.
- (5) In the event of a consumer goods purchase, the regulations of §§ 478, 479 BGB (German Civil Code) remain unaffected.

§ 7

Product liability - Exemption - Personal liability insurance

- (1) To the extent of the Supplier being responsible for product damage, he is obligated to exempt us from compensation claims by third parties at the first request to the extent as the cause is based within his domain and organisation and he is liable himself in the external relationship.
- (2) In the context of his own liability for claims in terms of (1), the Supplier is also obligated to reimburse us for any expenditures according to §§ 683, 670 BGB (German Civil Code) or §§ 830, 840, 426 BGB incurred from or in connection with a recall action legitimately executed by us. We shall inform the Supplier regarding the content and extent of such recall measures in advance - as far as possible and feasible - and provide him with the opportunity to make a statement.
- (3) We shall execute the necessary notification of the respectively responsible authorities according to the regulations of the ProdSG (German Equipment and Product Safety Act) in cooperation with the Supplier.
- (4) The supplier is obligated to maintain a product liability insurance with a sum insured of at least €10 million per personal injury/property damage - flat rate; any further compensation claims owed to us remain unaffected.

§ 8

Proprietary rights

- (1) The supplier warrants that no third party rights in the Federal Republic of Germany are violated in connection with his delivery.
- (2) If we are held liable by a third party in this context, the supplier is obligated to indemnify us from these claims upon the first written demand. In case of third party compensation claims, the Supplier reserves the right to prove that he is not responsible for the violation of third party rights.
- (3) We are not entitled to conclude any agreements - particularly settlement - with the third party without the consent of the Supplier.
- (4) The Supplier's obligation of exemption refers to all expenditures necessarily incurred from or in connection with the claim by a third party.
- (5) The period of limitation is 36 months calculated from the date of transfer of risk.

§ 9

Reservation of title - Provision - Tools - Confidentiality

- (1) We reserve ownership for any parts provided to the Supplier. Processing or reconstruction by the supplier is executed on our behalf. If our reserved goods are processed with other goods not belonging to us, we are entitled to co-ownership of the new object at the ratio of the value of our parts (purchase price plus VAT) to the other processed goods at the time of processing.
- (2) If the goods provided by us are inseparably mixed with other objects which do not belong to us, we obtain co-ownership in the new item at the ratio of the value of the reserved goods (purchase price plus VAT) to the other mixed objects at the time of mixing. If mixing occurs in such a manner that the supplier's item is to be considered the main item it is deemed agreed that the Supplier transfers proportional co-ownership to us; the Supplier shall store the wholly or partially owned property for us.
- (3) We retain ownership to tools; the supplier is furthermore obligated to utilise the tools exclusively for the production of goods ordered by us. The supplier is obligated to insure the tools owned by us at replacement value against fire, water and theft at his expense. At the same time, the Supplier hereby assigns all compensation claims from this insurance to us; we hereby accept the assignment. The supplier is obligated to execute any necessary maintenance and inspections on our tools as well as perform all maintenance and repairs at his expense and in due time. He is obligated to inform us of any failures without undue delay; compensation claims are unaffected if he culpably omits such notification.
- (4) In as far as the sureties owed to us according to (1) and/or (2) exceed the purchase price of all unpaid reserved goods by more than 10%, we are obligated to release the sureties at his discretion upon request by the Supplier.
- (5) The Supplier is obligated to keep all received illustrations, drawings, calculations and other documentation and information strictly confidential. They may only be disclosed to third parties with our explicit consent. The obligation to confidentiality applies also after the termination of this Agreement. However, it expires if and in as far as the know-how contained in the provided illustrations, drawings, calculations and other documentation has become public knowledge or was verifiably known to the Supplier at the time of the notification in terms of sentence 1.

§ 10

Place of jurisdiction - place of fulfilment

- (1) If the Supplier is a merchant, our registered business address is the place of jurisdiction; however, we are entitled to also sue the Supplier at the court of competent jurisdiction for his residential address.
- (2) Place of fulfilment is our registered office unless otherwise determined in the order.