

General Terms and Conditions of Purchase vis-à-vis Entrepreneurs

§ 1 Order

Only written orders and agreements are legally binding for us. Verbal and telephone agreements require written confirmation. Our general terms and conditions of purchase are available on our company's website and are displayed in our business premises. Therefore, they are authoritative in any case. Deviating or contradictory terms and conditions of the supplier shall only bind us if we expressly agree to the same. If the order is executed by the supplier in whole or in part after we have referred to our terms and conditions of purchase attached to the order, our terms and conditions shall be deemed to have been tacitly accepted by him in full.

Hint:

We point out that the personal data received with regard to our business relationship or in connection with it, regardless of whether they originate from the customer/supplier himself or from third parties, are processed in accordance with the Data Protection Act.

§ 2 Order acceptance

Our order must be confirmed in writing without delay, stating the price and delivery time, even if the goods are dispatched immediately.

§ 3 Prices

Unless expressly stipulated otherwise, the agreed prices are fixed prices. Price increases are only permissible without our consent to the extent that statutory provisions expressly stipulate such an increase with direct effect for existing contracts.

§ 4 Delivery time

- (1) In the event that the stipulated delivery dates are exceeded or other services are not rendered or not rendered in accordance with the contract, we shall be entitled to cancellation after prior notice of default and granting of a reasonable grace period if the grace period set is not met. The additional costs incurred by us in the covering purchase and our other culpably caused damages shall be borne by the supplier.
- (2) We must be notified immediately in writing of any delays in delivery caused by force majeure, by changes made by us or by measures taken by us.
- (3) In the event of a justified extension of the delivery period, the new delivery date shall be agreed in writing.

- (4) If the notification is not made in time or if the exceeding of the delivery time is unfounded, the Supplier shall not be entitled to an extension of the delivery time.
- (5) Repeated culpable non-compliance with the delivery date gives us the right to withdraw from the contract, insofar as it has not already been fulfilled. This shall also apply if a delayed partial delivery was previously accepted by us without reservation.

§ 5 Packing

Packaging is included in the price - unless provided by us and expressly stated otherwise.

§ 6 Shipping

- (1) Delivery is made at the risk of the supplier and always to an individual recipient located in our company.
- (2) Therefore, the shipping address given by us as well as the order number, a commission note respectively the recipient department or the recipient shall be indicated in all letters, delivery notes, waybills, wagon labels, package addresses, invoices and in particular on the individual single packaging used for the transport of the goods and shall be individually assigned without additional costs. The Supplier expressly waives the use of overall delivery bills. The consignment note declaration shall have the meaning of the D.E.G.T. Part I Section B, making use of all valid exceptional tariffs and tariff concessions.
- (3) In the event of delivery of the goods in our own tank wagons or in third-party tank wagons or private wagons rented by us, we shall be entitled to the freight reimbursement granted for this if the supplier disburses the freight costs for us or has to bear them himself
- (4) Any additional costs incurred due to non-compliance with these regulations, such as demurrage, shunting and freight charges, shall be borne by the supplier.

§ 7 Shipping notice

This must be sent to us in duplicate for each delivery, stating the order number, the exact contents by piece, measurement and weight and the like on the day the goods are dispatched. It must be posted in time to be received by us before the shipment is received. Packing slips and invoices shall not be deemed to be notices of dispatch.

§ 8 Receipt of goods and delivery times

Upon delivery of the goods to our „receiving department“, the consignment individually assigned to the respective recipient department or the respective recipient must be accompanied by an individual delivery bill. Furthermore, the supplier undertakes to comply with our delivery times.

These are:

Monday to Thursday from 7.00 a.m. – 4.00 p.m.

Friday no goods acceptance, except after express written permission.

§ 10 Invoices

- (1) Invoices must also be individualized in accordance with Section 6 (2).
The supplier expressly waives the use of total invoices without individual assignment.
All invoices shall be sent to us in duplicate immediately upon dispatch of the goods.

- (2) Each daily delivery shall be listed separately in the invoices; in invoices for deliveries from continuous contracts, also the respective status of the contract.

§ 11 Withdrawal from the contract

If the delivery does not comply with the agreements made or – in the absence of a special stipulation – does not comply with the conditions customary in the trade, we shall be entitled to withdraw from the order after unsuccessfully setting a reasonable grace period. Any additional costs incurred by us in the covering purchase shall be borne by the supplier.

§ 12 Deficiencies

- (1) The agreed specifications regarding technical, chemical and physical properties dimensions dimensions, quality, design and completeness are to be strictly observed. complied with. The supplier undertakes to inspect goods accordingly before delivery to us. accordingly before delivery to us. In the event of differences in weight, we shall only recognize only the weights determined by our master weigher who has been sworn to the weights. If a delivery is faulty or does not comply with the agreements made, we shall notify the agreements, we shall inform the supplier thereof.
- (2) This shall apply in particular to complaints which can only be ascertained when the material is used at a later date. We reserve the right, after informing the supplier and after an unsuccessful grace period or failed rework or subsequent delivery, to carry out any rework ourselves at the supplier's expense or to return the delivery.
- (3) If the defect can only be noticed during processing or commissioning, we shall also be entitled to claim compensation for unsuccessfully expended work.
- (4) The return of defective goods or goods that do not correspond to the order is at the expense and risk of the supplier..

§ 13 Warranty

- (1) The Supplier warrants for its deliveries or services for a period of two years after commissioning or use, if necessary after elimination of defects complained of, that the delivered goods do not show any impairing defects in use or operation and that they have the properties specified by the Supplier. Any further liability on the basis of statutory claims shall remain unaffected.
- (2) The repairs or replacement deliveries required hereunder shall be carried out immediately and free of charge.
- (3) The Supplier further warrants that its deliveries comply with the requirements of the statutory accident prevention regulations, that in particular the protective devices required hereunder are supplied, even if individual parts required for proper operation are not listed separately in this order letter.
- (4) In all other respects, the Supplier undertakes to carry out the delivery in accordance with the conditions of the relevant professional association.

- (5) The Supplier undertakes to ensure sufficient availability of spare parts for a period of 10 years from the date of delivery of the goods.
- (6) The supplier shall indemnify us against all claims made against us by commercial or private purchasers of our products because they have suffered damage as a result of our products when used for their intended or foreseeable purpose and this damage is attributable to defects in the design or production of the delivery item and/or to a breach of the supplier's duty of inspection..

§ 14 Patents

The supplier guarantees that patents and industrial property rights will not be infringed during the execution of the order.

§ 15 Drawings, tools

- (1) Drawings and statistical calculations shall be submitted to us free of charge in the required number, if requested by us.
- (2) The drawings provided by us remain our property and may not be further used, reproduced or made accessible to third parties by the supplier without our express written consent. Also extracts and the production of individual parts for third party account are not permitted.
- (3) Tools, molds and the like that have been manufactured in whole or in part at our expense shall become our property upon manufacture. They may only be used by the supplier for us; they must be carefully stored, insured and maintained by him free of charge so that they can be used at any time. After the last delivery, they must be returned to us in usable condition upon our request.
- (4) In the event of delivery or production difficulties or in the event of price increases on which no agreement is reached, we may demand that the supplier surrender the tools, molds and the like, if necessary against reimbursement of the tool costs assumed by the supplier and not yet amortized.

§ 16 Assignment

It is agreed that the claim arising to the supplier from our order is not assignable in rem. An assignment to third parties made by the supplier despite the absence of our express consent shall be ineffective.

§ 17 On-forgiveness

Subcontracting of the order in whole or in part to third parties requires our prior consent.

§ 18 Misuse of orders

The use of orders placed for advertising purposes is not permitted. Use for the presentation of the Supplier's business in reports and publications is not permitted.

§ 19 Order monitoring

In the case of larger delivery contracts, we reserve the right to send one of our representatives to the manufacturing or delivery plant from time to time in order to be able to personally convince ourselves of the status and progress as well as the handling of the order. He shall be provided with all relevant information.

§ 20 Place of performance and jurisdiction

Place of performance for deliveries and services is the place of receipt named by us. The place of jurisdiction for both parties is Günzburg.

§ 21 Legal requirements

Insofar as these provisions do not provide for any regulation, the statutory provisions and customary terms and conditions shall apply.