

1. Applicable terms and conditions

The legal relationships between Supplier and us as the Customer are based exclusively on these General Terms and Conditions of Purchase. Any amendments of and supplements thereto shall be required in writing. Supplier's General Terms and Conditions shall only be applicable to the extent that we have given our explicit consent thereto. These Terms and Conditions shall also apply to all future business dealings between the contractual parties.

2. Price

The prices indicated in our order are fixed prices. Delivery shall be effected free of any incidental charges. Costs for freight, packaging and other costs shall only be assumed by us if this has been explicitly agreed upon. If no prices are indicated in our order, the contract shall only come into existence when the prices to be indicated as binding in the order confirmation have been accepted by us in writing.

3. Terms of payment

Except as otherwise specified in our order, payments are to be effected within 14 days with a 2% cash discount or within 30 days net after complete receipt of the goods, performance and invoice. This also includes the availability of all relevant documentation. Deposits shall only be effected in accordance with special agreements. The prerequisite for this is that our deposit is secured in a due and proper manner. In the event of a faulty delivery, we are entitled to withhold payment in proportion to the value of the goods until performance has been effected in a due and proper manner. Supplier may only offset accounts receivable which are uncontested by us, and which are legally enforceable.

4. Reservation of ownership

Reservations of ownership of Supplier shall only be effective if we have given our explicit consent in writing thereto. Consent shall only be given in the case of simple reservation of ownership.

5. Notification of defects

As soon as any defects have been determined in accordance with the circumstances of the regular course of business, Supplier shall be notified by us without delay of such defects concerning the shipment of goods. In this respect, Supplier waives the objection to delayed notification of defects.

7. Delivery notes

Delivery notes of a photocopiable quality, bearing the order and material identification number, precise description of the items, number of units of freight, net and gross weight as well as date of dispatch are to be sent to us together with the goods.

8. Shipping instructions

Except as otherwise stipulated in our order, the following instructions shall also apply:

- a) Consignor shall assume the obligation to select the best possible freight option and to carry out the correct freight bill declaration.
- b) In the case of transportation by road, deliveries are to be effected from Monday to Thursday from 7 a.m. to 2 p.m. and on Friday from 7 a.m. to 12 p.m. No deliveries will be accepted on Sundays and public holidays.
- c) Supplier or their authorised agent shall obtain certification from the point of receipt that the shipments were handed over in a due and proper manner and that they were complete.
- d) Costs and damage culpably arising from an incorrect or omitted declaration and inappropriate packaging shall be at the expense of the seller.
- e) The obligation to return packaging must be stated in the shipping documents. The calculation of deposit charges for packaging is non-binding for us.
- f) The costs for any return of packaging materials shall be at the expense of the seller.

9. Delivery and delivery deadlines

Dates and deadlines agreed upon shall be binding. The receipt of the goods on Customer's premises shall be decisive for the observation of the delivery date or delivery deadline. Shipments are to be managed in accordance with Customer's instructions. Supplier shall –without limitation – be responsible for the procurement of the ordered deliveries and performances and of the deliveries from subcontractors and performances required therefor – even without any fault on their part (complete takeover of procurement risk).

9. Delivery and delivery deadlines (continued)

In the event of a delay in delivery, we shall be entitled to assert statutory claims. Moreover, in the event of the completion date agreed upon being exceeded, for which Supplier is responsible, Supplier undertakes to pay a contractual penalty in the amount of 0.3 % of the net order value per working day after the commencement of default, but not more than 5 % of the net order value in total.

It cannot be ruled out that claims for damages going beyond this will be asserted by us. We may assert the contractual penalty until the final payment of the amount.

Orders are to be executed in one shipment. Unavoidable partial shipments and the final shipment are to be indicated as such on dispatch and delivery notes.

Premature shipments shall only be permitted if we have given our prior consent thereto, in which case storage costs will be charged for.

We are entitled to monitor the production of the item to be delivered on Supplier's premises. The contractual obligations of Supplier shall not be affected as a result thereof.

10. Liability for defects and compensation for damage(s)

Should the item delivered be faulty, we shall be entitled to the rights provided for by law without any limitations: We shall also be entitled to rescind the contract and to compensation for damage(s) in lieu of the (total) performance even if the items delivered deviate to a slight extent from the properties agreed upon or if their usability is slightly impaired. In any case, we shall be entitled to choose between the rectification of the defect and new production (new performance). If the item is to be subsequently remedied, the subsequent remedy shall be deemed to have failed after the first unsuccessful attempt at subsequent remedy. The statutory cases of the dispensability of setting a deadline shall remain unaffected (Section 440 subsection (1) of the German Civil Code (BGB)).

In addition to the right to subsequent performance, we shall also be entitled to assert claims for compensation for damage(s) in full as provided for by law. In particular, Supplier is obligated to pay compensation in the event of a breach of duty within the meaning of Section 280 subsection (1) of the German Civil Code (BGB). This also explicitly extends to damage(s) caused by defects or consequential damage(s) caused by defects.

In the case of a defect resulting in subsequent performance, the period of limitation shall start anew upon completion of the subsequent performance measure.

11. Invalidity of parts of the contract

The invalidity or nullity of individual parts of the contract shall not render the entire contract invalid. Instead, the other provisions of the contract shall remain effective to their full extent without enabling Supplier to rescind the contract owing to the invalidity or nullity of individual parts of the contract.

12. Proprietary rights, models, drawings

All drawings, designs and procedures provided by us are to be treated in confidence and may not be used by the recipient for their own purposes or passed on or made accessible to third parties for use. We reserve the rights of ownership and copyright regarding illustrations, drawings, calculations and other documents. All drawings and sketches received are to be returned to us immediately after completion of the order.

Supplier shall ensure that no third-party rights are violated in connection with their delivery. Should any claims be asserted against us by a third party for this reason, Supplier is obligated to indemnify us against and hold us harmless from these claims. This right of indemnity refers to all expenses necessarily incurred by us from or in connection with the assertion of a claim by a third party.

The contractual partners undertake to notify each other without delay of any emerging risks of violation or alleged cases of violation and to provide each other with the opportunity to counteract corresponding claims by mutual agreement. Supplier shall, if requested to do so by us, furnish notification concerning the use of their own and licensed proprietary rights and registrations of proprietary rights regarding the delivery item, both published and unpublished.

13. Safety regulations

Supplier shall assume full responsibility for adherence to all applicable statutory, official or any other regulations in the manufacture of the delivered goods and shall be solely liable for all and any consequences arising as a result of a violation of these regulations.

14. Place of performance, place of jurisdiction, applicable law

Unless otherwise stipulated in the agreement, the place of performance for deliveries, performances and payments is Rostock. The courts in Rostock shall have jurisdiction for all disputes arising from and in connection with the agreements concluded between Customer and Supplier, including regarding their establishment and validity. Both contractual partners reserve the right to also bring action against the other respective partner before the courts having general jurisdiction for their registered place of business. German law shall be applicable to the legal relationships of the parties with the exclusion of the principles of the conflict of laws and excluding the applicability of the United Nations Convention on Contracts for the International Sales of Goods (CISG).

Erstellt: Berlin, Jens	Geprüft: Kuß, Björn	Freigegeben: Säuberlich, Stefan
Datum: 08.08.2023	Datum: 10.08.2023	Datum: 11.08.2023