

GENERAL TERMS AND CONDITIONS OF PURCHASE

§ 1 Application

- 1) These Terms and Conditions of Purchase apply to the purchase of goods and services in accordance with the contract concluded between Huber & Ranner and our supplier. They apply to the entire business relationship including all future contracts.
- 2) These Terms and Conditions of Purchase have exclusive applicability. We do not recognise contrary or divergent terms and conditions of the supplier unless we have expressly consented to their application. These Terms and Conditions of Purchase apply even if we accept the services or goods of the supplier without objection in knowledge of the fact that the supplier has contrary or divergent terms and conditions.
- 3) These Terms and Conditions of Purchase apply to commercial entities only.

§ 2 Order – Order Confirmation

- 1) Orders and agreements are binding only when confirmed in writing.
- 2) The supplier shall confirm our order in writing without delay.

§ 3 Prices – Payment Conditions

- 1) The prices indicated in our orders are binding. Our prices are DDP place of delivery in accordance with our order as per INCOTERMS 2000 including freight, packaging and all incidental costs unless otherwise provided in writing.
- 2) A reservation of the right to increase prices requires our express written consent.
- 3) Unless otherwise provided in writing, payment by us within 14 days is subject to a 3 % trade discount, or net if payment is made within 30 days. The time for payment commences upon receipt of the invoice, however, not prior to receipt of the goods or upon acceptance of services; documentation such as diagrams, test certificates etc. are included in the delivery, the time for payment does not commence prior to their delivery to us as per the contract.
- 4) Payments shall be made exclusively in EURO.
- 5) We may exercise the rights of setoff and retention within the scope permitted by law.

§ 4 Delivery Time – Place of Delivery

- 1) Delivery times and deadlines specified by us are fixed times and shall be strictly observed. If delivery times and deadlines are not observed, we have the right to immediate withdrawal from the contract.
- 2) We shall be notified promptly of imminent delays in delivery and, at the same time, we shall be provided a new and binding delivery date. This obligation to inform does not affect our rights resulting from delayed performance.
- 3) The supplier may invoke our failure to provide necessary information or documents only when it has not received them within an appropriate period of time despite providing us with a written reminder.
- 4) In the event of a delay in performance, we may demand that the supplier promptly deliver and install the goods directly at the ultimate buyer's location, contrary to the original contract terms. The supplier bears all consequential additional costs.
- 5) If the supplier is completely or partially in delivery arrears, it shall pay a contractual penalty of 0.1 % for each work day in arrears, however, no more than 5 % of the order amount. The assertion of statutory rights for delays in performance remains unaffected.
- 6) Partial deliveries that differ from our order are not permitted unless we have consented in writing.

§ 5 Shipment – Transfer of Risk

- 1) Each delivery shall contain a detailed and verifiable delivery order containing the complete order data. Along with an exact description of the scope of delivery, describing the articles, their nature and quantity, our EB-number, as well as our order and position numbers shall be specified.
- 2) Each individual item of delivery shall be affixed with a rating plate containing our EB-number, as well as our order and position numbers, the specific type description of the supplier as well as other information that enables an unequivocal identification.
- 3) The supplier shall bear the additional costs resulting from non-compliance with the above conditions.
- 4) The transfer of risk in a pure delivery of goods occurs only when one of our authorised representatives has acknowledged receipt. In the case of delivery of goods and assembly, the transfer of risk occurs, at the earliest, upon trouble-free commissioning or acceptance by the principal.

§ 6 Documentation

- 1) The supplier is obliged to provide us with a completed safety data sheet and a correct accident procedure sheet, together with the offer, for materials that require special treatment with regard to packaging, shipping, storage, usage and disposal as required by statutes, regulations or other ordinances or because of their composition and effect on the environment. In the event of changes in materials or in the legal environment, the supplier shall provide us with updated data and data sheets without delay.
- 2) The supplier guarantees that it is in compliance with current REACH regulations.
- 3) Documents necessary for our final documentation, such as product descriptions, special technical designs, test certificates, replacement parts lists, diagrams as well as operating and maintenance instructions shall be provided by our suppliers upon request without additional compensation and in the required quantity and quality and, if necessary, in any required foreign language. The same applies to our requirements for current product catalogues and software.

§ 7 Supplier's Liability for Defects

- 1) Acceptance of delivery is subject to a reservation of the right to inspect for defects to the extent and as soon as an inspection can be performed in the ordinary course of business. This encompasses only identity, completeness and externally identifiable defects in the goods. The supplier waives the objection of late notification of defects as per § 377 German Commercial Code (HGB). Payment for the goods does not represent recognition that the delivery is in conformity with the contract and is free of defects.
- 2) If a defect becomes apparent within 6 months of transfer of risk, it shall be assumed that the goods were defective at the time of transfer of risk unless this assumption is incompatible with the nature of the goods or with the nature of the defect.
- 3) We may exercise all statutory rights for defective products. In particular, we have the right to either demand that the supplier cure the defect or that the supplier deliver a new contractual subject. We expressly reserve the right to assert damages, including damages in lieu of performance, in the full amount for every degree of fault in accordance with statutory provisions.
- 4) In urgent cases we are entitled to cure defects or to have the defects cured at the cost of the supplier.
- 5) The time limitation for asserting rights based on defects is 2 years. The time limitation commences with the transfer of risk.

§ 8 Defects of Title – Retention of Title

- 1) The supplier guarantees that the goods are free of defects of title, in particular the rights of third parties. The limitation period for rights based on defects of title is 5 years.
- 2) All deliveries become our property upon acceptance. Any possible retention of title rights shall not be recognised. The supplier guarantees that no retention of title rights exists in the delivered goods.

§ 9 Supplier's Liability for Damages

- 1) The supplier is liable to us for all damages caused by it or by its agents in the full amount and for every degree of fault in accordance with statutory provisions.
- 2) The supplier bears the risk of damage during shipment.

§ 10 Production Aids

Documents and other production aids such as diagrams, samples, models, tools and similar objects that are made available to the supplier remain our property and, just as with the products produced from those aids, may not be made available to third parties nor used by the supplier for its own purposes. They are to be kept confidential and must be returned to us upon completion of the contract without retention of copies, individual items or similar objects, in proper condition and without delay.

§ 11 Form of Declarations

- 1) Any amendments or supplements to this contract must be in writing in order to be valid.
- 2) Legally relevant declarations and notifications of the supplier to us or to third parties must be in writing.

§ 12 Place of Performance – Choice of Law – Venue

- 1) Place of performance and payment is our registered office.
- 2) The law of the Federal Republic of Germany is exclusively applicable under exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 3) Exclusive venue is the competent court for our registered office.

§ 13 Final Clause

In the event that individual provisions of these Terms and Conditions of Purchase are invalid or become invalid, the validity of the remaining provisions remains unaffected. The contract parties are obliged to replace the invalid provision with a provision that most closely conforms to the original intended purpose.