

General Terms and Conditions of Purchase

1. Conclusion of contract

1.1. We order on the basis of our General Terms and Conditions of Purchase. Other terms and conditions shall not become part of the contract, even if we do not expressly object to them. If we accept the delivery/service without express objection, this shall not in any case imply that we have accepted the terms of delivery of the supplier. These General Terms and Conditions of Purchase shall also apply to all future contractual relationships with you.

1.2. If the supplier does not confirm a deviating delivery date within ten calendar days, the stated delivery date shall be deemed binding. If the supplier does not accept the order in writing within ten calendar days of receipt, we shall also be entitled to revoke the order.

The same applies if the supplier confirms a different delivery date.

1.3. Contracts of all kinds, as well as amendments and additions must be made in writing. Orders placed verbally or by telephone require subsequent written confirmation. The same applies to verbal ancillary agreements and amendments to the contract.

1.4. An important criterion in the final selection of the product/plant or machine to be procured is energy consumption.

2. Prices, shipping, packaging

The agreed prices are fixed and exclude subsequent claims of any kind. Costs for packaging, freight and transport to the shipping address or place of use specified by us as well as for customs formalities and customs duties are included in these prices. The delivery address on the invoice shall not affect the place of performance agreed between the parties.

Shipment shall be at the risk of the supplier. The risk of any deterioration including accidental loss shall remain with the supplier until delivery to the shipping address or place of use requested by us.

The supplier's obligation to take back the packaging shall be governed by statutory provisions. Only environmentally friendly packaging materials may be used.

3. Invoicing and payment

3.1. Invoices shall be submitted to us in duplicate with inclusion of all documents and data upon completion of the delivery and in an appropriate format. In particular, our order number and order date must be stated on each invoice. Incorrectly submitted invoices shall only be deemed to have been received by us when they have been corrected.

3.2. If no individual contractual agreements have been made, the following shall be deemed to have been agreed:

Payment shall be made by the usual commercial means, namely invoices issued by the 15th of a month shall be due by the 3rd of the following month and invoices issued by the 31st of a month shall be due by the 18th of the following month with 3% discount or, if 14 days after expiry of this period, net, calculated after delivery/service and receipt of invoice.

In the event of defective goods, we shall be entitled to withhold payment pro rata until proper performance.

In the case of advance payments, you shall furnish appropriate security upon request, e.g. a bank guarantee.

4. Delivery dates, delay in delivery, force majeure

4.1. The agreed delivery dates are binding. The date of receipt of the goods at the place of receipt or use specified by us or the timeliness of the successful acceptance shall be decisive for compliance with the delivery date or the delivery period.

4.2. If the supplier realises that an agreed date cannot be met for any reason whatsoever, it shall notify us immediately in writing, stating the reasons and the expected delay.

4.3. The supplier shall be obliged to compensate us for all direct and indirect damages. Acceptance of the delayed delivery or service by the customer shall not constitute a waiver of claims for compensation.

4.4. In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable period of time. If we demand damages, the supplier shall also be entitled to prove that it is not responsible for the breach of duty.

4.5. The supplier may only invoke the absence of necessary documents to be supplied by us if it has sent a reminder in writing and it has not received them within a reasonable period of time.

4.6. We shall be released, in whole or in part, from the obligation to accept the ordered delivery/service after expiry of a reasonable grace period set by us and shall be entitled to withdraw from the contract to the extent that the delivery/service can no longer be used due to the delays caused by force majeure or industrial action at our company – taking into account economic aspects.

4.7. Insofar as material testing certificates have been agreed, they shall form an integral part of the delivery and shall be sent to us together with the invoices.

5. Inspection for defects – Liability for defects

5.1. We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period of time; the complaint shall be deemed to have been made in good time if it is received by the supplier within a period of five working days, calculated from receipt of the goods, or in the case of hidden defects from discovery.

5.2. We shall be entitled to the statutory claims for defects in full. In any case, we shall be entitled to demand from the supplier, at our discretion, either remedy of the defect or delivery of a new item. The right to damages, in particular the right to damages instead of performance, is expressly reserved.

5.3. We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger, special urgency or the supplier has already attempted to remedy the defect once without success.

5.4. The limitation period shall be 36 months, calculated from the transfer of risk.

6. Product Liability – Indemnification – Third-party Insurance Cover

6.1. Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us upon first request against claims for damages by third parties to the extent that the cause lies within its sphere of control and organisation and the supplier itself is liable vis-à-vis third parties.

6.2. Within the scope of its liability for loss events within the meaning of paragraph (1), the supplier shall also be obliged to pay any expenses pursuant to §§ 683, 670 BGB (German Civil Code) as well as

pursuant to §§ 830, 840, 426 of the German Civil Code, which arise from or in connection with a recall action we have carried out. We shall inform the supplier – to the extent possible and reasonable – regarding the content and scope of the recall measures to be carried out and shall afford it the opportunity to comment. Other statutory claims shall remain unaffected.

6.3. The supplier undertakes to maintain a product liability insurance policy with a lump sum cover of € 10 million per personal injury/property damage event; if we are entitled to further claims for damages, these shall remain unaffected.

7. Third-party property rights

7.1. If orders are placed according to designs and drawings of the purchaser, these may not be used for other purposes, multiplied or made accessible to third parties without the consent of the purchaser.

7.2. The supplier shall be liable for all damages and losses incurred by us as a result of the infringement of third-party industrial property rights during the use, installation or resale of the goods/services supplied to us.

8. General Terms and Conditions

8.1. Should individual provisions of these General Terms and Conditions of Purchase be or become legally invalid, this shall not affect the validity of the remaining provisions. The ineffective or incomplete provisions shall be replaced or supplemented in accordance with the spirit and purpose of the contract.

8.2. Unless expressly agreed otherwise, the place of performance for the supplier obligation shall be the shipping address or place of use requested by us.

8.3. The city of Essen shall be the place of jurisdiction.

8.4. German law shall apply exclusively unless expressly agreed otherwise. International sales law, such as the UN Convention on Contracts for the International Sale of Goods (CISG), shall not apply.

8.5. All correspondence – with the exception of payments – including the order data noted on our order – shall only be conducted with our purchase department in Gladbeck or Nohra. The relevant contact persons can be found on the order.

Payment related correspondence is to be conducted with our accounting department in Nohra.