

General Terms and Conditions of Purchase of

Binder Edelstahl-Produktionsgesellschaft mbH in Bremen

1. General – Scope

- 1.1 Our terms conditions of purchase apply exclusively. We do not recognise any terms and conditions of the supplier that conflict with or deviate from our purchasing conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase.
- 1.2 All agreements that are made between us and the supplier for the purpose of executing this contract must be set out in writing in the contract.
- 1.3 Our terms and conditions of purchase apply only to entrepreneurs in accordance with Section 310 Paragraph 1 BGB (German Civil Code).

2. Offer – Offer documentation

- 2.1 The supplier is obliged to accept our offer within a period of 2 weeks.
- 2.2 We reserve property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. These are to be used exclusively for production based on our order. After the order has been processed, they are to be returned to us without request. They must be kept secret from third parties; in this regard the regulation of Section 9.5. shall apply.

3. Prices – Terms of Payment

- 3.1 The price shown in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile", including packaging. The return of packaging requires a special agreement.
- 3.2 We can only process invoices if they – in accordance with the specifications in our order – indicate the number shown there. The supplier is responsible for all consequences resulting from non-compliance with this obligation unless he can prove that he is not responsible for these.
- 3.3 Unless otherwise agreed in writing, we will pay the purchase price within 14 days of delivery and receipt of the invoice with a 2% cash discount or net within 30 days of receipt of invoice.
- 3.4 We are entitled to set-off and retention rights to the extent permitted by law.

4. Delivery time

- 4.1 The delivery time stated in the order is binding. The supplier is only entitled to early delivery with the prior written consent of Binder Edelstahl Produktionsges. mbH.
- 4.2 The supplier is obliged to notify us in writing in the case that circumstances arise or become apparent to him from which it emerges that the delivery time stipulated cannot be adhered to.
- 4.3 In the event of a delay in delivery, we shall be entitled to statutory claims. In particular, we are entitled to demand compensation in lieu of performance and withdrawal from the contract after a reasonable time has expired without result. In the case that we demand compensation, the supplier has the right to prove to us that he is not responsible for the infringement of obligation.

5. Transfer of Risk – Documents

- 5.1 All deliveries have to be made “Delivered Duty Paid” (DDP) Binder Edelstahl Produktionsges.mbH in accordance with INCOTERMS 2010. Unloading is carried out exclusively by crane at Binder Edelstahl Produktionsges.mbH. The delivery address is: Binder Edelstahl Produktionsgesellschaft mbH, Zur Aumundswiese 5-9, 28279 Bremen.

Truck unloading times: Monday to Friday from 7:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 2:30 p.m. CET or CEST or by prior arrangement.

- 5.2 For each delivery, a delivery note must be sent to us on the day of dispatch by separate post. The supplier is obliged to indicate exactly our order number, request number, the receiving department and other remarks requested in the order on all shipping documents, bills of lading/waybills and delivery notes; if he fails to do so, we are not responsible for the resulting delays in processing.

6. Investigation of Defects – Liability for Defects

- 6.1 We are obliged to examine the goods for any quality and quantity deviations within a reasonable period of time. The complaint is deemed timely, provided that it is made within a period of 5 working days (possibly shorter), calculated from the receipt of the goods or, in the case of hidden defects, from the time of discovery to the time it is received by the supplier.
- 6.2 We are entitled to the full statutory claims for defects. In any case, we are entitled to demand that the supplier rectifies the defect or delivers a new item, at our discretion. The right to compensation, in particular to compensation in lieu of performance is expressly reserved.
- 6.3 We are entitled to remedy the defect ourselves at the supplier’s expense if the supplier is in default with the subsequent performance.
- 6.4 The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of Sections 478, 479 BGB apply.
- 6.5 In the case of a purchase of consumer goods, the provisions of Sections 478, 479 BGB remain unaffected.

7. Product liability – Indemnity – Liability insurance protection

- 7.1 Insofar as the supplier is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties upon first request to the extent that the cause lies within his sphere of control and organisation and he is himself liable in external relationships.
- 7.2 Within the scope of his own liability for cases of damage concerning Section 7.1, the supplier is also obliged to reimburse us for any expenses in accordance with Sections 683, 670 BGB or Sections 830, 840, 426 BGB that arise from or in connection with a recall campaign lawfully carried out by us. We will inform the supplier in good time in advance of the content and scope of such recall measures, and provide him with the opportunity to comment, as far as this is possible and reasonable for us.
- 7.3 We will assume responsibility for notification to the respective competent authority according to the regulations of ProdSiG in coordination with the supplier.
- 7.4 The supplier undertakes to maintain product liability insurance with coverage of € 10 million per personal injury / property damage – flat rate. In the case that we are entitled to further claims for damages, these remain unaffected.

8. Property Rights

- 8.1 The supplier guarantees that no rights of third parties within the Federal Republic of Germany are violated in connection with his delivery.
- 8.2 If a claim is made against us by a third party in this respect, the supplier is obliged to release us from such claims upon our first written request. In the event of claims for damages by the third party, the supplier reserves the right to prove that he was not responsible for the violation of the third party's rights.
- 8.3 We are not entitled to make any agreements with the third party - in particular to conclude a settlement - without the consent of the supplier.
- 8.4 The indemnity obligation of the supplier comprises all expenditure that we necessarily incur from or in connection with claims of a third party.
- 8.5 The limitation period is 36 months, calculated from the transfer of risk.

9. Reservation of Title – Provision – Tools – Confidentiality

- 9.1 Insofar as we provide parts to the supplier, we reserve the ownership rights to the same. Processing or restructuring by the supplier is carried out on our behalf. In the case that our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the items in the ratio of our items (purchase price plus VAT) to the other processed items at the time of processing.
- 9.2 If the items provided by us are inseparably mixed with other items not belonging to us, we acquire the co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is performed in such a way that the supplier's item is to be regarded as the main item, it is deemed to be agreed that the supplier transfers proportional co-ownership to us; the supplier shall hold the sole ownership or co-ownership for us.

- 9.3 We retain the rights of ownership to tools; the supplier is also obliged to use the tools exclusively for the production of goods we have ordered. The supplier is furthermore obliged to insure the tools belonging to us at his own expense against fire, water and theft. At the same time, the supplier now assigns to us all claims for compensation from this insurance; we hereby accept such assignment. The supplier is obliged to carry out any necessary maintenance and inspection work, as well as all maintenance and repair work on our tools in good time at his own expense. He must notify us immediately in the case of any malfunctions. If he culpably fails to do so, claims for damages remain unaffected.
- 9.4 Insofar as the security rights to which we are entitled in accordance with Paragraph 9.1 and/or Paragraph 9.2 exceed the purchase price of all our unpaid reserved goods by more than 10%, we are obliged to release the security interests of our choice at the request of the supplier.
- 9.5 The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation also applies after this contract has been completed. It expires, however, if and to the extent that the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known or was demonstrably known to the supplier at the time of notification within the meaning of Sentence 1.

10. Official and Legal Regulations

Services and products to be delivered must comply with the applicable official and statutory provisions of the Federal Republic of Germany and the European Union, such as the REACH regulation.

11. Place of Jurisdiction – Place of Performance

- 11.1 If the supplier is a merchant, our place of business is the place of jurisdiction; however, we are also entitled to institute proceedings against the supplier at his local court.
- 11.2 Unless otherwise stated in the order, our place of business is the place of performance.

Status: 1st July 2017