

## **General Terms and Conditions of Purchase of ARMATUREN - WOLFF Friedrich H. Wolff GmbH & Co.KG**

### **I. General**

1. The following terms and conditions shall govern all orders, sales contracts, contracts for work and materials and contracts for services.
2. Our General Terms and Conditions of Purchase shall apply exclusively. We do not accept the supplier's general terms and conditions of sale. This general rule does not apply only if we expressly agree to the other terms and conditions in writing. Neither a failure to object nor accepting or paying for the goods shall constitute acceptance of the supplier's terms and conditions.

### **II. Offer, offer documents**

1. The supplier must accept our orders within two weeks, otherwise they will expire.
2. Any deviations from our orders must be clearly marked as such in the order confirmation.
3. All models, samples, drawings and standard sheets provided to the supplier for executing the order will remain our property. The supplier must return them, after responding to an inquiry or executing an order, in good order and condition and without being specifically requested to do so. All models, samples and drawings shall be treated as confidential and may only be used to respond to the inquiries and execute the orders. They may not be disclosed to third parties, unless we have expressly agreed to the disclosure.

### **III. Prices and terms of payment**

1. The prices are fixed prices and will not be changed. In particular, the price shall include packaging and shipping. The supplier may not make any additional claims of any kind.
2. Unless otherwise agreed in individual cases, payments shall be made within 30 days of receiving the goods and the invoice or with a 3% discount if they are made within 8 days. Payments shall be deemed timely if they are debited from our account within that period.

### **IV. Delivery period, shipping, partial deliveries, force majeure**

1. Agreed delivery dates shall be binding.
2. Delivery dates shall be deemed complied with if all goods are received at the receiving center specified by us free of defect on the delivery date.
3. Goods are always shipped at the risk of the supplier. Unless otherwise agreed, the goods shall be delivered carriage paid to destination.
4. Partial deliveries will only be accepted if they have been expressly agreed. Delivery of the remaining quantity must be executed.

5. Government measures, riots, strikes, lockouts, fire, machine malfunction, shortages in the supply of materials or energy, transport disruptions, as well as other reasons beyond our control that cause a delay, shall be deemed force majeure and shall entitle us to postpone the acceptance of the goods or services accordingly; it is our duty to notify the supplier of such circumstances without undue delay when we become aware of them. If a delay in acceptance which is due to the aforementioned events creates an undue burden for one of the parties, this party is entitled to withdraw from the contract.

## **V. Liability, cancellation**

1. The supplier shall be liable in accordance with the statutory provisions, in particular the German Product Liability Act.
2. We are entitled to cancel orders if the order placed with us by our customer has been cancelled.

## **VI. Liability for defects, quality assurance, quality control**

1. To ensure the quality of the goods delivered, the supplier shall maintain a quality management system and needs to have the respective certification. The supplier shall only deliver parts to us that have been subjected to the aforementioned quality assurance process and have been inspected, and the correct dimensions, quality and grade of which have been established in accordance with our specifications. The supplier shall keep all inspection documents in accordance with the statutory provisions.
2. The supplier shall warrant that the deliveries and services are free of material defects and defects of title, that they comply with the warranties regarding quality and durability, that the goods delivered are suitable for the intended purpose, conform to the state of the art and comply with the relevant regulations of authorities and professional associations and product safety requirements, and are environmentally safe. If the services or goods are defective or if the warranties regarding quality and durability are not complied with, we shall be entitled to the rights accorded to us by law without any restrictions. All costs related to the fulfilment of claims for defects, such as freight, packaging, insurance, public charges, installation and deinstallation costs, inspections, including fees of experts and technical acceptance tests, shall be borne by the supplier. If we withdraw from the contract, the goods delivered will be returned at the risk and expense of the supplier.
3. It is our duty to inspect the goods upon receipt without undue delay and to complain of any defects discovered without undue delay. "Without undue delay" shall be defined as within 14 days. The place of delivery and inspection in terms of Section 377 HGB (German Commercial Code) shall be the destination specified by us.
4. The limitation period for claims for defects shall be 36 months, starting when the goods are delivered at the place of performance or when they are accepted, unless a longer limitation period is provided for by law.

## **VII. Violation of protected rights**

The supplier is responsible for ensuring that its delivery or service does not violate copyrights, patents or other protected rights of third parties. It shall be liable to us for all damage incurred due to a violation of protected rights and shall indemnify us against the claims of third parties in this respect.

## **VIII. Confidentiality**

1. The supplier undertakes to keep all information subject to confidentiality (models, samples, drawings, standard sheets, tools and the like) confidential and to only use it to execute our order, and, in particular, to not use it for its own purposes.
2. The supplier undertakes to take all measures necessary to prevent unauthorized access to the information.
3. The above obligations do not apply to information for which the supplier proves that it
  - was known to it before it received it; or
  - was publicly known or publicly available before it received it; or
  - became publicly known or publicly available after the supplier received it without the supplier being responsible for the disclosure; or that it was disclosed to the supplier at any time by a third party entitled to disclose it without any duty of confidentiality who was.
4. All information provided by us shall remain our exclusive property.
5. Upon our request, the supplier shall return all information subject to confidentiality without undue delay.
6. In the event of a violation of the duties under this Agreement, the supplier shall pay us an appropriate contractual penalty, unless it is not responsible for the violation. We will determine the amount of the contractual penalty at our reasonable discretion. The determination of the amount may be subjected to a full judicial review. The contractual penalty will be offset against any additional claims for damages.
7. The duty of confidentiality pursuant to the above provisions shall remain in effect even after the entire business relationship has been concluded and terminated.

## **IX. Place of jurisdiction, place of performance, applicable law**

1. If the supplier is a merchant, a legal person under public law or a special assets under public law, or it has no general venue in Germany, the exclusive venue shall be Hamburg. Alternatively, the party filing suit may submit its case to the court of arbitration of the German Institution of Arbitration (Deutschen Institution der Schiedsgerichtsbarkeit e. V. – DIS). If this happens, the court of arbitration shall be exclusively competent. The place of arbitration shall be Hamburg. The language used in the proceedings shall be German.
2. The place of performance for both parties shall be Hamburg.
3. All contracts concluded shall exclusively be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If INCOTERMS clauses are used, they shall apply as amended.