



Kataster

Conditions of purchase
Stand 01.01.2009

Nummer: **L-QSU744-06a**

Datum: **25.09.09**

Seite: **1 von 3**

Verfasser: Th.Springborn

Freigabe: Dr. L. Pabst

General Terms and Conditions of Purchase

§ 1

General – area of application

- (1) Our conditions of purchase apply exclusively; contrary or from our purchasing conditions deviating conditions of the suppliers we do not accept, unless we have expressly agreed in writing. Our purchasing conditions do also apply even if we accept unreservedly the delivery from the supplier despite the knowledge of a deviation or contrary condition to our purchase conditions.
- (2) All agreements made between us and the supplier to the execution of this contract shall be in this contract in writing.
- (3) Our purchasing conditions apply only to companies in accordance with § 310 para. 4 BGB

§ 2

Quotation - bidding documents

- (1) The supplier is obliged to accept our order within a period of 2 weeks. If we do not receive within this period, a contrary information, we consider the adoption of the order as accepted.
- (2) To illustrations, drawings, calculations and other documents we reserve ownership rights and copyrights, it is prohibited to make them accessible to third parties without our express written agreement. They are to be used exclusive for the manufacturing due to our order. For third parties, they have to be kept secret, as far as the scheme applies in addition to Section 9, Paragraph (4).

§ 3

Prices – terms of payment

- (1) The price shown in the order is binding. Unless otherwise agreed in writing, the price is "free delivery" including packaging. The return of the package requires a special agreement.
- (2) Invoices can be processed by us only if the order number is shown in purchase order. The supplier is responsible for all consequences regarding failures to comply with this obligation, unless he proves that it is not his fault.
- (3) We pay, unless otherwise agreed in writing, the purchase price within 14 days from delivery and receipt of invoice, with 2% discount or within 30 days after receipt of invoice net.
- (4) Rights of setoff and retention of goods are entitled to us in legal extent.

§ 4

Delivery

- (1) The delivery time indicated in the order is binding.
- (2) The supplier is obliged to notify us immediately in writing, if circumstances occur or become obvious to which indicate that the agreed delivery time cannot be met.
- (3) In case of delayed delivery, the legal requirements are entitled to us. In particular, we are entitled, after unsuccessful expiry of a reasonable time period to demand compensation and order resignation instead of supply. If we demand compensation, the supplier shall have the right to prove that he is not responsible.



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Seite: **2 von 3**

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§ 5

Transfer of risk - documents

- (1) The supply has, if nothing else is agreed in writing upon to take place "free delivery"
- (2) The supplier is obligated to indicate on all shipping documents and delivery notes accurately our part number. If this isn't fulfilled, delays in processing are beyond our control.

§ 6

Inspection of defects – liability for defects

- (1) We are obliged to inspect the goods within a reasonable time frame for any quality and quantity variances; the complaint is in time if it is received from the supplier within a period of 10 working days after receipt of goods or in the case of hidden defects from discovery.
- (2) The legal requirements for lack are entitled to us unabridged, in any case we are entitled to require defect removal or supply of a new thing from the supplier of our choice. The right for payment of damages, in particular on payment of damages instead of the achievement remains reserving expressly.
- (3) We are entitled to make at the expense of the supplier the defect removal if danger or special express neediness exists.
- (4) The limitation period is 36 months starting from the transfer of risk

§ 7

Product liability – release from liability – coverage of liability insurance

- (1) As far as the supplier is responsible for a product damage, he is obliged to provide us with the extent of damages claimed by third parties on first request in minimum as long as the cause is in his domination and organization and he is set in an external self-responsibility.
- (2) As part of its liability for claims within the meaning of paragraph (1) the supplier is also obliged to refund any expenditures in accordance to §§ 683, 670 BGB, and §§ 830, 840, 426 BGB, arising out of or in associated with one of our recall results. We will inform the supplier regarding content and range of the recall measures, as far as possible and reasonable - and give him the opportunity to respond. Other legal requirements remain untouched.
- (3) The Supplier undertakes to maintain a product liability insurance with a covering sum of € 5 million overall per personal injury or damage to property ; if advanced claims for damages are entitled to us, then these remain untouched.

§ 8

Industrial property rights

- (1) The supplier stands in for the fact that in connection with its supply no rights of third parties are injured within the Federal Republic of Germany.
- (2) If we are taken up of third about this, then the supplier is obligated to exempt us on first written request from these requirements, we are not entitled to meet with third - without agreement of the supplier - any agreements to lock in particular a comparison.
- (3) The obligation of exemption of the supplier refers to all expenditures, which arise to us from or in connection with the demand of third necessarily
- (4) The period of limitation is 10 years starting from the conclusion of the contract.

§ 9

	Kataster Conditions of purchase Stand 01.01.2009	Nummer: Datum: Seite:	L-QSU744-06a 25.09.09 3 von 3	Verfasser: Th.Springborn Freigabe: Dr. L. Pabst
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Reservation of title – Provision – Confidentiality

- (1) If we provide parts to the supplier, we reserve the property from here. Processing or transformation by the supplier is made for us. If our goods will be processed with other articles, not belonging to us, we acquire co-ownership of the new object in relation to the value of our item (purchase price plus tax) to the other processed objects at the time of processing.
- (2) If the thing provided by us is inseparably mixed with other, not us belonging articles, then we acquire the co-ownership at the new thing in the relationship of the value of the reservation thing (purchase price plus tax.) If the mixture takes place in a way that the thing of the supplier is to be regarded as main thing then is considered as agreed upon that the supplier transfers us proportionately co-ownership; the supplier keeps the sole property or co-ownership for us.
- (3) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information strictly confidential. Third may be revealed it only with our express agreement. The secrecy obligation is valid also after completion of this contract, it expires, if and so far the manufacturing knowledge contained in the left illustrations, designs, computations and other documents generally admits became generally public.
- (4) As far as us in accordance with paragraph (1) and / or paragraph (2) release the security interest on the purchase of all of our not yet paid conditional goods by more than 10%, we are at the request of the supplier to release the security interests under our choice.

§ 10 Jurisdiction – Place of performance

- (1) If the supplier is a merchant, our registered place of business is place of jurisdiction; however we are entitled to sue the supplier also at his domicile court. Provided that the order does not state otherwise, our place of business is place of performance