

**General Terms of Purchase Company**  
**Seyffer GmbH, Helmertstraße 23, 68129 Mannheim**

**§ 1 General information**

1. Terms and conditions of the supplier which deviate from or supplement these General Terms of Purchase are binding for us, even if we do not explicitly object to these or the supplier declares that it only intends to deliver at its conditions. The conditions of the supplier shall not apply either if we accept the delivery or service of the supplier without reservations in the knowledge of opposing terms and conditions or terms and conditions which deviate from our terms and conditions.
2. Orders, acceptances, and amendments and supplementations to such require the written form. Verbal side agreements at the time of contract conclusion shall only be effective if they are confirmed by us in writing. This shall also apply to contractual amendments after conclusion of contract.
3. Should the supplier fail to accept the order within 14 days, we shall be entitled to cancel prior to receipt of the declaration of acceptance.
4. The complete transfer or subcontracting of the ordered services and supplies to third parties requires our prior written consent.
5. Should the supplier fail to accept the order within 14 days, we shall be entitled to cancel prior to receipt of the declaration of acceptance.

**§ 2 Delivery date and place of performance**

1. The agreed delivery date is binding. Advance deliveries are only permitted with our consent. For the timely nature of deliveries it decisively depends on the receipt at the shipment address stated by us as well as on their provision in a condition which is capable of acceptance.
2. If the supplier is in default we are entitled to request a conventional penalty of 0.3 % of the order value per started day, a maximum however of 5 % of the order value. We can request the conventional penalty when we reserve the right hereto by no later than by the expiry of one month after the acceptance of the last deliveries or services which are to be provided within the framework of the order.
3. Place of performance for deliveries or services of the supplier is the shipment address stated in the order. If an address for delivery is not provided and the place of fulfillment is also not apparent from the nature of the obligation, the place of fulfillment shall be our address.

**§ 3 Dispatch and Pricing**

1. Delivery items shall be packed and dispatched properly. Packing and delivery instructions shall be observed.

2. A delivery note or packing slip shall be enclosed with each delivery. Order numbers and other labeling specified by our order shall be stated on all documents. A dispatch note must be forwarded to us at the latest on the day of dispatch. Any costs incurred by us from the failure to observe the above regulations shall be borne by the supplier.
3. The prices shall apply free place of fulfilment.

#### **§ 4 Invoice and payment, ban on assignment**

1. The invoice must show the order number and the markings required in the order.
2. Payments shall be made at the conditions according to the order. We are entitled to the statutory rights to offsetting and rights of retention in full.
3. Deduction of discounts shall be also permitted in the case of set-off or withholding of payment on account of defects.
4. The supplier shall not be entitled to assign his claim against us or have it collected by a third party without written agreement from us; that shall not apply in the case of effective agreement of extended retention of title by the supplier.

#### **§ 5 Claims for defects**

The claims for defects shall become statute-barred in 3 years.

#### **§ 6 Obligations for instructions and care**

1. If we have informed the supplier about the intended use of the deliveries or services or if this intended use is recognisable for the supplier even without an explicit reference then the supplier undertakes to inform us immediately in case the deliveries or services of the supplier are not suitable for satisfying this intended use.
2. Circumstances which endanger the observance of the agreed delivery dates are to be reported to us immediately in writing in order to clarify the further procedure.
3. The supplier has to inform us immediately in writing of any changes to the type of the composition of the processed material or the constructive design compared with equivalent deliveries or services provided to us so far. The changes require our prior written consent.
4. The supplier has to ensure that the deliveries and services comply with the environmental protection, accident prevention and other labour safety regulations, the safety technical regulations as well as meet all legal requirements which are applicable in the Federal Republic of Germany and has to inform us of special treatment and disposal requirements which are not generally known with each delivery.
5. Subsequently recognised defects which are relevant to safety owing to product observations are also to be reported to us without request after expiry of the warranty period.

## **§ 7 Reservation of title**

1. Items of any kind that are loaned by us to the supplier shall remain our property. They shall be used exclusively for the production of the appointed delivery or service.
2. The supplier shall be obliged, at his own cost, to carry out any necessary maintenance or inspection work and to insure the loaned items sufficiently; he shall provide proof of this to us upon request.
3. Insofar as items loaned by us are developed or remodelled into a new movable object, we shall be classified as the manufacturer thereof. In the case of a combination or inseparable mixing with other objects, we shall acquire co-ownership of the new object in the ratio of the value that these objects had at the time of combination or mixing. Should the combination or mixing be effected in a way that the supplier's objects are considered to be the principal element, so it shall be deemed agreed that the supplier shall transfer proportional co-ownership to us; the Supplier shall retain the co-ownership on our behalf.

## **§ 8 Replacement parts and Delivery lead times**

1. The supplier shall be required to supply replacement parts for the period of the usual technical operating life, however, for at least 10 years after the last delivery of the supplied item under reasonable conditions.
2. Should the supplier discontinue deliveries of the replacement parts after the expiry of the period mentioned in paragraph 1, or during this period cease delivery of the supply items, we shall be given the option of a last delivery.

## **§ 9 General technical requirements relating to products**

1. The supplier shall guarantee that its products conform to the technical documentation agreed as part of the order, such as functional specifications, delivery specifications,
2. drawings, company standards and inspection instructions.
3. To ensure the quality of the goods to be supplied to us, the supplier commits to assume
4. responsibility for the introduction, use and maintenance of an effective quality assurance system.
5. The supplier shall keep records of the checks it carries out and the results of these. This documentation shall be retained for at least 10 years and shall be made available for us to inspect upon request.
6. For products that do not comply with all specified requirements, the supplier may in exceptional cases apply for a special release stating the deviation type and its cause as well as the amount of product affected and the corrective measures implemented by the supplier before the delivery. We may thereupon issue a special release. The continuation in production and delivery of the products affected may only happen if we have granted a special release. Products for which a

special release applies must be specially labeled. A special release shall not be deemed to be a quality concession for future deliveries.

7. Before first deliveries of new or amended products and/or first deliveries of products made by new or supplementary equipment/manufacturing processes, the supplier shall present samples with test reports for approval by us, insofar as nothing different has been agreed. The samples must, as far as is possible in an individual case, be manufactured under series production requirements. They shall be delivered in an amount to be agreed complete with special labeling.
8. In the case of non-compliance with agreed quality standards, we and the supplier shall immediately inform the other party as to whether the consignment is to be taken back, in the case of the supplier, or in our case the consignment is to be 100% checked by the supplier at its own cost. If no agreement is reached, we may reject the whole delivery or 100% check it ourselves at the cost of the supplier. Insofar as grounds for complaint only emerge in the processing or utilisation of the goods delivered to us by the supplier, we may still notify of this up to one month after its detection. Delivery batches that have been sorted out and reworked by the supplier must be specially labeled upon re-delivery.

#### **§ 10 Place of jurisdiction, applicable law and other provisions**

1. The exclusive place of jurisdiction, also for proceedings involving cheques and bills of exchange, shall be Mannheim. The same place of jurisdiction shall apply even if, at the time of initiation of a lawsuit, the supplier has no general place of jurisdiction in the Federal Republic of Germany. We shall however be entitled to call upon any legally competent court.
2. The law of the Federal Republic of Germany shall apply with the exclusion of UN international trade laws.
3. Insofar as nothing different is stated in the order confirmation, the place of fulfillment shall be our registered office.