



WALZEN IRLE CONDITIONS OF PURCHASE

General conditions of purchase of WALZEN IRLE for the order of goods and services of any kind

Contract conclusion

We order on the basis of our purchasing conditions. Other conditions do not become contents of the contract, even if we do not expressly oppose them. If we take delivery of the supply or service without any explicit objection, hereby can not derived that we accepted the terms of delivery of the supplier.

Contracts of any kind as well as their changes and amendments must be made in writing. Verbal agreements are only binding for us, if they are confirmed by us in writing.

The correspondence must be made with the relevant purchasing department. Agreements with other departments (if changes have to be made which change the contractual subjects) require the explicit written confirmation by the ordering purchasing department in form of an addition to the contract.

Regardless of an occurred or not occurred order reimbursement of any kind or compensations for visits or preparation of offers, projects etc. are not granted.

Prices, shipping and packaging

The agreed prices are fixed prices. They include everything what the contractor has to cause to the performance of his obligation to deliver incl. packing and freight to the agreed place of receipt. We reserve the right to return the packing (if necessary in a good condition) and to deduct it with 2/3 of the calculated amount of the invoice.

The shipping is made at the supplier's risk. The risk of any worsening incl. loss by chance is remaining at the supplier until the supply at the address of dispatch or the place of use required by us.

The goods have to be insured against damages in transit. The cost incurred hereby are to be paid by the supplier.

Performance of the service

The contractor is obliged to comply with the valid trade supervisory regulations with regard to the safety of employees and for the ordered objects, for the regulations for the prevention of accidents of the relevant professional association at the place of performance as well as for the ordered object and for the immission limitation regulations which are valid at the place of performance. The contractor releases the orderer and his local site managers from claims under public and private law which are made because of a possible violation of these regulations.

All parts and materials for which are valid industrial or relevant German standards have to correspond to them as a matter of priority of industrial standards. The orderer has the right to check the production in the workshops of the contractor at any time and to make an objection to an improper performance – without warranty obligation of the contractor.

Invoicing and payment

Invoices must be sent to us in duplicate by dispatch of the goods, however separately.

Order marks (order number, credit number, order date) and the number of each order position must be indicated. As long as these information are not stated, the invoices are not payable.

Payment is made, if there are not any other agreements:
within 10 days deducting discount of 3 per cent
or 30 days 2 per cent
or 60 days net.

The term of payment begins with the complete performance of the supply or service and with the proper receipt of the invoice.

Discount deduction is also admissible if the orderer sets his subjects off or withholds payments to a reasonable amount because of defectiveness. The term of payment begins with the complete removal of the defects.

Transfer of orders to third parties

The transfer of orders without any written consent of the orderer is inadmissible and gives the orderer the right to withdraw from the contract in whole or in part as well as to claim damages.

Assignment

Without any explicit consent the contractor is not allowed to assign his contractual claims to third parties, whether in whole or in part.

Delivery date, delay in delivery, force majeure

The agreed dates are binding. Significant for the observance of the delivery date or the delivery time is the receipt of goods at the place of use named by us or the punctuality of the successful acceptance.

If the supplier recognizes that the agreed dates can not be observed because of any reason he has to inform us immediately in writing by the statement of reasons and the time of delay.

The supplier is obliged to reimburse us all consequential and direct damages caused by delay. The acceptance of the delayed supply or service does not include a renunciation of claims for damages.

In the case of delay the orderer has the right to demand a compensation for default instead of enforcement of his rights without any proof of damage which is for every whole week of delay 0,5 per cent at maximum 5 per cent of the order value.

If the agreed dates can not be observed by the supplier, we have after the reasonable grace period fixed by us the right to demand

damages because of nonfulfilment, to procure replacement from third parties or to withdraw from the contract – without any further legal claims.

Force majeure in the sense of Civil Code releases the contracting partners from their performance duties for the duration of disturbance and in the extent of its effect. The contracting partners are obliged to give the necessary information in the reasonable scope and to adapt their obligations to the changed conditions in good faith.

If the force majeure continues longer than six months, the partner whom the force majeure is expressed to has the right to withdraw from the contract.

Place of performance

If there are not made any other agreements, the place of performance for the delivery commitment is the dispatch address or place of use named by us.

Weight

For the calculation is significant the weight determined by us. If measure- or weight tolerances are to be considered, the regulations of DIN-standards are valid.

Guarantee/warranty

The supplier guarantees that all objects delivered by him and all services performed by him correspond to the newest state of technology, the relevant legal regulations and the directions and guidelines of authorities, and professional associations.

During the period of guarantee and warranty the supplier has to remove immediately and free of charge the defects of delivery/performance (incl. nonfulfilment of guaranteed data and the lack of promised features) with all incidental expenses and for our choice by repairs or replacement of defect parts.

Further claims, especially for conversion, reduction and/or damages remain unaffected.

If the supplier does not perform his obligation to guarantee or warranty within the reasonable period determined by us we have the right to take relevant measures at his costs and risk without his guarantee obligation or to let it carry out by third parties.

Subsequent improvements can be made without fixing a period at the costs of the contractor, if the delivery is made after the occurrence of delay and if the orderer has an interest in an immediate subsequent improvement because of avoidance of an own delay or other urgencies.

The guarantee period is 12 months if there have not been made any other agreements.

It begins with the handing over of the delivery object to us or to third parties at a place of use determined by us.

With devices, machines and constructions the guarantee period begins with the date of acceptance which is named in the written declaration of acceptance of our purchasing department.

If there was made a claim to us because of violation of official safety regulations or home- or foreign legal product liability regulations due to defectiveness of our product which is effected by a product of our supplier, we have the right to demand from the supplier a replacement of this damage, if it is caused by his products.

On his deliveries the supplier has to observe European and German law e.g. the REACH regulation (EG No. 1907/2006).

The supplier will inform us quickly about changes of the goods, their availability, individual usability for the respective application or quality which might be caused by regulations or laws – especially the REACH regulation – and will propose to us adequate arrangements or alterna-

tives for the individual cases.

The same goes for those cases in which the supplier realizes or should have realized that such changes might happen. The customer of the goods himself as a downstream user is not committed to apply for (pre-) registration.

Tools, shapes, samples

Tools, shapes, samples, models, profiles, drawings, standard sheets and printing templates and produced objects left by the orderer are not allowed to be passed on to third parties without any written consent of the orderer and to be used for different than the contractual purposes. They are to be safed against unauthorized inspection or use. Subject to further rights the orderer can demand their return, if the contractor violates these duties.

The contractor is allowed to point out to legal connection to us in advertising materials only after our written consent.

Property rights, secrecy

The contractor is liable for the guarantee that his performance and its use according to contract does not violate an applied or interpreted patent or another property right. The same is also valid for the production of spare parts, the performance of changes and the repair of the performance subject made by the orderer or third parties authorized by him.

The contractor is obliged to deal with all not common commercial and technical details confidentially and not to pass on them to any third parties. He is obliged to inform his subcontractors accordingly.

Place of jurisdiction

The place of jurisdiction is Siegen. We reserve the right to take legal action also at the supplier's seat.

Applicable law

The law of the Federal Republic of Germany is valid. The regulations of Hague Conventions Relating to a Uniform Law on the International Sale of Goods are not applied.

Partial ineffectiveness

If separate regulations of these conditions should become ineffective in whole or in part, these conditions are remaining completely effective in other respects.