

General terms and conditions of purchase of the company neuburger.technik

All orders and purchases are made exclusively on these terms and conditions of purchase. Other conditions do not form part of the contents of the contract unless we confirm these conditions in writing. In no event can it be derived from any acceptance on our part of the goods where we do not expressly raise an objection that we have accepted divergent terms and conditions of the contracting partner.

1. TERMS AND CONDITIONS OF CONTRACT

- a. Only the text of our order, our general terms and conditions of sale and delivery and additionally these general terms and conditions of purchase are applicable for the terms and conditions of contract.
- b. Verbal agreements with our purchasing officers are binding only after we have confirmed them in writing.

2. PURCHASING AND OTHER ORDERS

- a. If our purchase orders are not accepted by the supplier in writing or by fax with a binding confirmation of the delivery time within one week of receipt, we are entitled to cancel the order.
- b. We can request changes to the delivery item also after the contract has been entered into if the changes can reasonably be expected of the supplier. It must be taken into consideration when deciding whether the changes are reasonable that the purchase orders form the basis of a custom-made product. If the contract is amended in this way, the effects have to be taken into reasonable consideration by both sides, especially as far as the cost increases or reductions and also the delivery dates are concerned.

3. DELIVERY TIME AND DATES

- a. Agreed dates and deadlines are binding. The goods must be received at the agreed place of delivery in order for these dates and deadlines to be met.
- b. Delivery ahead of schedule and partial delivery require our approval.
- c. The supplier is required to notify us in writing without delay if circumstances arise or become apparent that result in the agreed delivery period not being able to be complied with. The reasons for the delay and also its expected duration must be indicated.

4. PACKAGING, TRANSPORT AND INSURANCE

- a. The goods have to be protected against damage using suitable packaging that is recognised by us as well as appropriate means of transport.
- b. We will take out transport insurance ourselves. We do not pay the costs of freight forwarding insurance.
- c. The risk is transferred when the goods are received at the place of delivery that we have specified.

5. REGULATIONS TO BE COMPLIED WITH

- a. When performing the service, the supplier shall comply with all relevant statutory provisions and regulations, especially regulations related to the environment, dangerous goods and accident prevention, ensure the safety of the supply chain in accordance with the relevant customs regulations and also comply with the generally recognised technical safety rules and the specifications requested by the purchaser.
- b. The supplier warrants that its supplies comply with the provisions of Regulation (EU) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). In particular, the supplier warrants that the substances contained in the products that it delivers have been registered, insofar as this is necessary under the provisions of the REACH regulation, and that we are provided with safety data sheets that comply with the provisions of the REACH regulation and the information required in accordance with Article 32 of the REACH regulation. If the supplier delivers products within the meaning of Article 3 of the REACH regulation, it shall also warrant in particular that it fulfils its obligation to disclose adequate information in accordance with Article 33 of the REACH regulation.
- c. The supplier warrants that it complies with Directive 94/62/EC on packaging and packaging waste and in particular that it complies with the maximum concentration level of 100 ppm by weight for lead, cadmium, mercury and hexavalent chromium present in packaging or packaging components.

- d. Dangerous goods pursuant to *Gefahrgutverordnung Strasse* (GGVS – Regulations on the carriage of dangerous goods by road) and *Gefahrgutverordnung Eisenbahn* (GGVE – Regulations on the carriage of dangerous goods by rail) (ADR, RID) generally have to be cleared for free circulation.
- e. INCOTERMS ® 2010 apply for all trade terms.
- f. DDP conditions of delivery apply to purchases of materials exclusively, where the destination and the mode and the means of transport for each delivery are specified by our materials purchasing department.

6. QUALITY AND WARRANTY

- a. In supplying its goods and services, the supplier has to comply with standard engineering practice, the legal, safety and environmental regulations and the agreed technical data. The edition of the standards applicable at the time in question has to be applied. Compliance with the specified product properties must be reviewed by the supplier through a thorough final inspection. Changes to the delivery item require our prior written consent.
- b. Acceptance is made subject to an inspection to ensure that the goods are free of defects and in particular that they are correct, complete and suitable. We are entitled to inspect the goods in so far and as soon as this is feasible in the normal course of business; we will give notice of any defects that are identified immediately after they are discovered. The supplier waives the defence of late notice of defect in this respect. Section 377 of the *Handelsgesetzbuch* (HGB – German Commercial Code) does not apply.
- c. The period of limitation for our claims for defects commences upon the delivery of the goods or the acceptance of the service and is two years for claims arising on account of or in connection with the delivery of goods and five years if these are used for a structure in accordance with their customary intended purpose. The statutory time periods shall apply in all other respects. The warranty period for spare parts that are specially marked or identified as such in individual contracts is two years from installation, but ends at the earliest upon the expiry of the warranty period of the item ordered.
- d. We can at our discretion request either that the defect be remedied or that a defect-free item be delivered. In the event of subsequent performance, the period of limitation for parts that have been replaced or repaired shall restart. The expenses necessary for the purposes of subsequent performance also include the expenses of our customers.
- e. Should the supplier not start work on remedying the defect immediately after we have sent a request to remedy the defect, we shall be entitled in urgent cases, in particular in order to avert acute risks or to prevent more extensive damage, to carry out this work ourselves or arrange for it to be carried out by a third party at the expense of the supplier.

7. PRODUCT LIABILITY

- a. If the supplier is responsible for a product defect, they are required to indemnify us on first request against claims of third parties for compensation of damages.
- b. In this context, the supplier is also required to reimburse us all expenses that we incurred as a result of or in connection with a recall campaign.
- c. The supplier shall take out insurance against all risks arising from product liability, including the risk of recall, with appropriate cover and send us a copy of the insurance policy upon request.
- d. The supplier has to conduct quality assurance of a suitable nature and scope that is consistent with the state of the art and furnish proof of this to us upon request.

8. INTELLECTUAL PROPERTY RIGHTS

- a. The supplier guarantees that third-party rights, in particular industrial property rights, are not infringed by the delivery or the use of the items that are supplied.
- b. The supplier shall indemnify the purchaser and its end clients against all claims arising from the use of intellectual property rights of this kind.

9. PAYMENT

- a. Unless otherwise agreed, payments will be made within 14 days with a 3% discount or net within 45 days, each calculated from receipt of an invoice in compliance with the relevant statutory regulations, not, however, before the goods have been received or the services have been accepted or, if there is documentation, test certificates (e.g. factory certification) or similar documents that form part of the scope of performance, before these have been handed to us in accordance with the contract. We are in default of payment only if the supplier has dunned us expressly and in writing beforehand after the due date has passed.

- b. We are entitled in the event of a defective delivery to reasonably withhold payment, while maintaining our right to a discount, until proper performance has been completed.
- c. A claim may be assigned only with our written consent.

10. FORCE MAJEURE

Force majeure, labour disputes, riots, official measures and other unavoidable events exempt the contracting partners from their performance obligations for the duration of the disruption and to the extent of the impact that they have. The contracting partners are required to furnish each other without delay with the necessary information, as far as this can reasonably be expected, and to adapt their obligations in good faith to the changed circumstances.

11. TOOLING COSTS, PRODUCTION EQUIPMENT AND INFORMATION

- a. The tools and equipment required to manufacture as well as to maintain and repair the ordered goods are in principle provided at the expense of the supplier. We have the right to acquire and to dispose of tools, dies and models (where appropriate in due consideration of the wear and tear and amortisation that has resulted from their use) in return for payment of the cost price.
- b. Models, dies, moulds, designs, tools and other production equipment as well as templates and other documents that we have paid for or provided to the supplier remain or become our property and may be used for goods and services for third parties only with our prior written agreement. The supplier has to store the production equipment that is our property carefully and, upon our request at any time, free of charge and hand it over to us without delay and with no right of retention.

12. TITLE AND PROVISIONS

- a. We recognise regulations in the terms and conditions of delivery of the supplier governing its retention of title. We consent from the outset to assignments that are made on the basis of an extended retention of title subject to the proviso that we reserve all rights against the assignees to which we would be entitled against the supplier if no assignment had been made.
- b. Goods provided by us remain our property. They may be used only for their intended purpose. The supplier has to conduct an appropriate inspection of incoming goods to ensure the goods provided are correct and has to inform us of the results of this inspection. When our goods are processed by the suppliers, we are deemed to be the manufacturer, without incurring obligations from this, and acquire title in the newly created goods. If the processing is carried out with other materials, we acquire joint title in the proportion of the invoice value of our goods to the invoice value of the other materials. If our goods are combined or mixed with an item belonging to the supplier and this item has to be regarded as the main item, joint title in the item is transferred to us in the proportion of the invoice value of our goods to the invoice value or, in the absence of an invoice value, the market value of the main item. The supplier is regarded as the custodian in these cases.

13. PLACE OF PERFORMANCE AND VENUE

- a. The place of performance for all liabilities arising from the contract is Heroldstatt.
- b. If the supplier is a merchant registered under the German Commercial Code, the venue is Ulm.

14. STATUTORY PROVISIONS, APPLICABLE LAW

Unless otherwise regulated in the above provisions, the statutory regulations of the law of the Federal Republic of Germany apply exclusively to the contract and its execution; the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

The German version of the general terms and conditions of purchase shall prevail in any issues concerning their interpretation.