

## **General Terms and Conditions of Purchase of neuburger.technik GmbH**

All orders and purchases are made exclusively in accordance with these Terms and Conditions of Purchase. Other terms and conditions shall not become part of the contract unless we confirm them in writing. If we accept the goods without express objection, this shall in no way imply that we have accepted any deviating terms and conditions of the contractual partner.

### **1. CONTRACT TERMS**

- a. The terms of the contract are governed exclusively by the text of our order, our General Terms and Conditions of Sale and Delivery and, in addition, these General Terms and Conditions of Purchase.
- b. Verbal agreements with our purchasing managers shall only become binding after our written confirmation.

### **2. ORDERS AND CONTRACTS**

- a. If our orders are not accepted in writing or by fax with binding confirmation of the delivery time by the supplier within one week of receipt, we shall be entitled to revoke them.
- b. We may request changes to the delivery item even after conclusion of the contract, provided this is reasonable for the supplier. When assessing reasonableness, it must be taken into account that the orders are based on custom-made products. In the event of such a contract amendment, the effects on both sides, in particular with regard to additional and reduced costs and delivery dates, must be taken into account appropriately.

### **3. DELIVERY TIME AND DEADLINES**

- a. Agreed dates and deadlines are binding. Compliance with these dates and deadlines is conditional upon receipt of the goods at the agreed place of delivery.
- b. Early delivery and partial delivery require our consent.
- c. The supplier is obliged to inform us immediately in writing, stating the reasons and the expected duration of the delay, if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.

### **4. PACKAGING, TRANSPORT AND INSURANCE**

- a. The goods must be protected against damage by means of suitable packaging approved by us and appropriate transport.
- b. We shall take out the transport insurance ourselves. We shall not pay any costs for forwarding insurance.
- c. The risk shall pass to the place of receipt specified by us.

#### **Anschrift**

neuburger.technik GmbH  
Sitz: Weberstraße 57, 72535 Heroldstatt  
Geschäftsführer: Markus Neuburger  
Amtsgericht: Ulm HRB 745903

#### **Kontakt**

Fon: +49(0)7389/90896-0  
Fax: +49(0)7389/90896-29  
www.neuburger-technik.de  
info@neuburger-technik.de

#### **Ident-Nummern**

USt-ID-Nr.: DE172154574  
Steuer-Nr.: 89080/29065  
D-U-N-S®-Nummer: 344506658  
EORI-Nummer: DE234830768387519

## 5. REGULATIONS TO BE OBSERVED

- a. When providing services, the supplier shall comply with all relevant legal provisions and regulations, in particular those relating to the environment, dangerous goods and accident prevention, and shall ensure the security of the supply chain in accordance with the relevant customs regulations and comply with generally accepted safety rules and the specifications required by the customer.
- b. The supplier guarantees that its deliveries comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ('REACH Regulation'). In particular, the Supplier warrants that the substances contained in the products it supplies have been registered as required by the provisions of the REACH Regulation and that safety data sheets in accordance with the provisions of the REACH Regulation or the information required under Article 32 of the REACH Regulation will be made available to us. If the supplier delivers products within the meaning of Article 3 of the REACH Regulation, it shall also guarantee in particular that it fulfils its obligation to pass on sufficient information in accordance with Article 33 of the REACH Regulation.
- c. The supplier is responsible for compliance with Directive 94/62/EC on packaging and packaging waste, in particular for compliance with a cumulative maximum of 100 ppm by weight for lead, cadmium, mercury and hexavalent chromium in packaging and packaging components.
- d. Dangerous goods according to GGVS and GGVE (ADR, RID) are generally to be cleared free of charge.
- e. INCOTERMS ® 2010 apply to all trade clauses.
- f. For material purchases, the delivery condition 'DDP' applies exclusively, whereby the destination, the type of transport and the means of transport are specified by our materials purchasing department for each delivery.

## 6. QUALITY AND WARRANTY

- a. The supplier must comply with the recognised rules of technology, the statutory, safety and environmental regulations and the agreed technical data for its deliveries and services. The currently valid edition of the standards shall apply. The supplier must verify compliance with the specified product characteristics by means of a thorough final inspection. Any changes to the delivery item require our prior written consent.
- b. Acceptance is subject to inspection for defects, in particular for correctness, completeness and suitability. We are entitled to inspect the goods as soon as this is feasible in the ordinary course of business; we will report any defects discovered immediately after discovery. In this respect, the supplier waives the objection of late notification of defects. Section 377 of the German Commercial Code (HGB) does not apply.
- c. The limitation period for our claims for defects shall commence upon delivery of the goods or acceptance of the service and shall be two years for claims arising from or in connection with the delivery of goods if these are used for a building in accordance with their normal use, and five years. In all other respects, the statutory periods shall apply. The warranty period for spare parts that are specifically marked or identified as such in individual contracts shall be two years from the date of installation, but shall end at the earliest upon expiry of the warranty period for the ordered item.

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- d. We may, at our discretion, demand either the rectification of the defect or the delivery of a defect-free item. In the event of subsequent performance, the limitation period for replaced and repaired parts shall commence anew. The expenses incurred by our customers shall also be included in the expenses necessary for the purpose of subsequent performance.
- e. If the supplier does not begin to remedy the defect immediately after our request to do so, we shall be entitled, in urgent cases, in particular to avert acute dangers or prevent major damage, to remedy the defect ourselves or have it remedied by a third party at the supplier's expense.

## **7. PRODUCT LIABILITY**

- a. If the supplier is responsible for product damage, they shall be obliged to indemnify us against claims for damages by third parties upon first request.
- b. In this context, the supplier shall also be obliged to reimburse us for all expenses incurred by us as a result of or in connection with a recall campaign.
- c. The supplier shall insure itself against all risks arising from product liability, including the risk of recall, at an appropriate level and shall provide us with a copy of the insurance policy upon request.
- d. The supplier shall carry out quality assurance measures that are appropriate in terms of type and scope and correspond to the latest state of the art, and shall provide us with evidence of this upon request.

## **8. PROPERTY RIGHTS**

- a. The supplier guarantees that the delivery or use of the delivered item does not infringe any third-party rights, in particular industrial property rights.
- b. The supplier shall indemnify the purchaser and its customers against all claims arising from the use of such property rights.

## **9. PAYMENT**

- a. Unless otherwise agreed, payments shall be made within 14 days with a 3% discount or within 45 days net, in each case calculated from receipt of an invoice in accordance with the relevant statutory provisions, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. factory certificates) or similar documents are included in the scope of services, not before their contractual handover to us. We shall only be in default of payment if the supplier has expressly reminded us in writing after the due date.
- b. In the event of a faulty delivery, we shall be entitled to withhold payment appropriately while retaining our right to a discount until proper performance.
- c. Assignment of claims is only possible with our written consent.

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## 10. FORCE MAJEURE

Force majeure, industrial disputes, unrest, official measures and other unavoidable events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obliged to provide each other with the necessary information without delay, within reasonable limits, and to adjust their obligations to the changed circumstances in good faith.

## 11. TOOL COSTS, PRODUCTION RESOURCES AND INFORMATION

- a. The tools and equipment required for the manufacture of the ordered goods, as well as their maintenance and renewal, shall generally be borne by the supplier. We shall be entitled to purchase and dispose of such tools, dies or models (taking into account any wear and tear and amortisation, where applicable) against payment of the cost price.
- b. Models, dies, templates, samples, tools and other production equipment as well as templates and other information paid for by us or made available to the supplier shall remain or become our property and may only be used for deliveries and services to third parties with our prior written consent. The supplier shall store the production equipment owned by us carefully and free of charge and shall return it to us immediately and without right of retention upon request at any time.

## 12. OWNERSHIP AND PROVISION

- a. We acknowledge the provisions in the supplier's terms of delivery regarding its retention of title. We agree in advance to assignments made on the basis of an extended retention of title, provided that we reserve all rights against the assignees that we would have against the supplier without assignment.
- b. Goods provided by us remain our property. They may only be used for their intended purpose. The supplier must carry out an appropriate incoming inspection to ensure that the goods provided are in order and inform us of the result of the incoming inspection. When our goods are processed by the supplier, we are considered the manufacturer without any obligations arising from this and acquire ownership of the newly created goods. If the processing is carried out together with other materials, we shall acquire co-ownership in proportion to the invoice value of our goods to that of the other materials. If, in the event of our goods being combined or mixed with an item belonging to the supplier, this item is to be regarded as the main item, co-ownership of the item shall pass to us in proportion to the invoice value of our goods to the invoice value or, in the absence of such, to the market value of the main item. In such cases, the supplier shall be deemed to be the custodian.

## 13. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- a. The place of performance for all obligations arising from the contract is Heroldstatt.b.
- b. If the supplier is a registered trader, the place of jurisdiction is Ulm.

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#### 14. LEGAL PROVISIONS, APPLICABLE LAW

Unless otherwise specified above, the contract and its execution shall be governed exclusively by the legal provisions of the Federal Republic of Germany, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.