

GENERAL TERMS AND CONDITIONS OF PURCHASE OF PTFE COMPETENCE CENTER GMBH



PTFE
Competence
Center

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page 1/5

1. Scope of application

1.1 Our General Terms and Conditions of Purchase shall apply exclusively for your deliveries and services to us. We hereby reject the supplier's terms and conditions that contradict or deviate from our Terms and Conditions of Purchase unless we have expressly acknowledged their validity in writing. Our Terms and Conditions of Purchase shall also apply in the event that we accept the supplier's delivery without reservation in acknowledgement of the supplier's conditions which contradict or deviate from our Terms and Conditions of Purchase.

1.2 All arrangements made between us and the supplier for the purposes of executing this contract shall be set out in writing in this contract.

1.3 Our Terms and Conditions of Purchase shall also be applicable for all future business with the supplier.

1.4 Our Terms and Conditions of Purchase shall only apply to contractors pursuant to § 310 1 of the German Civil Code (BGB).

2. Orders

2.1 Our orders and amendments or additions to the orders require the written or text form.

2.2 The supplier is obligated to accept our order within a deadline of two weeks.

3. Deadlines and consequences of exceeding deadlines

3.1 The dates indicated in our order for the deliveries and services are binding. If delays occur or are to be expected, you must inform us in writing immediately.

3.2 If you do not deliver or perform a service within a grace period set by us, we shall be entitled to decline acceptance, even without a warning, to withdraw from the contract or to request compensation due to non-fulfilment. We shall also be entitled to withdraw even if you are not responsible for the delay. You shall be responsible for the costs occurring to us from your delay, in particular those costs due to having to make other necessary arrangements. 3.1 We also reserve the right to charge an agreed contractual penalty due to insufficient fulfilment (§ 341 BGB) up to final payment.

4. Prices

The prices specified in the order are net prices which are binding. They include all expenses in connection with the deliveries and services to be carried out by you, with free delivery including packaging.

5. Processing and delivery

5.1 Sub-contracts may only be awarded with our permission unless this only involves the supply of marketable parts. Delivery schedules shall be binding with respect to the type and quantity of goods requested as well as the delivery time. Part deliveries shall require our consent.



5.2 A delivery note must be attached to each delivery, indicating our order number and the contents label according to type and quantity.

5.3 The delivery of the goods shall normally take place in the standard, non-returnable packaging. When using reusable packaging, you must make this packaging available on loan. The return shall take place at your cost and risk. If in exceptional cases we agree to assume the packaging costs, this shall be calculated according to the proven net cost price.

5.4 For appliances, a technical description and user manual should be delivered with the item free of charge. The delivery obligation is only deemed to have been met for software products if they have been handed over with full system and user documentation. With respect to programs that have been specially created for us, the program must also be supplied in source format.

5.5 If you perform deliveries or services on our company premises, you are obliged to adhere to our safety, environment and fire protection guidelines for external persons in their applicable version.

6. Invoices, payments

6.1 Invoices must be sent to us separately by post; they must state our order number.

6.2 Your payment shall become due 90 days after the receipt of goods and your invoice, or, at our discretion, after 30 days with 3% discount. The time of the payment shall be the day on which our bank has received the transfer order.

6.3 Payments do not constitute acceptance of the delivery or service as according to the contract. In the event deliveries or services are incorrect or incomplete, we shall be entitled, without prejudice to our other rights, to withhold payments on any debt claims arising from the business relationship to an appropriate extent until the performance is complete.

6.4 The assignment of your debt claims against us to third parties is excluded.

7. Safety, environmental protection

7.1 Your deliveries and services must comply with the various legal provisions, especially safety and environmental protection provisions, including the regulations surrounding hazardous substances, the Electrical and Electronic Equipment Act and the safety recommendations of the various responsible German professional bodies and associations such as VDE, VDI and DIN. All relevant certificates, test certificates and documents must be supplied free of charge.

7.2 You are obliged to identify and adhere to the current versions of the guidelines and laws applicable for your components with regards to material restrictions. You must not use banned substances. Avoidance and dangerous substances according to the applicable laws and guidelines must be indicated by you in the specifications. If applicable, the safety sheets should be given with the offers and the delivery note of the initial supply (at least in German or English). Information on exceeding material limitations and the supply of banned substances must be reported to us immediately.

7.3 You alone are responsible for adhering to accident prevention guidelines when making deliveries and performing services. Any safety measures and manufacturers' instructions which are subsequently necessary must be delivered free of charge.

8. Import and export requirements, customs

8.1 With respect to deliveries and services that are sent from an EU country outside of Germany, your EU VAT identification number must be stated.

8.2 Imported goods must be delivered duty paid. You are required, at your own cost under Regulation (EC) No 1207/2001, to provide us with information on the required statements, to allow inspections by the customs authorities and to enclose all necessary official authorisations.

8.3 You are required to inform us in detail in writing of any licensing requirements for (re-) exports in accordance with any German, European and American export and customs regulations from the country of origin of the goods and services.

9. Transfer of risk, acceptance, ownership rights

9.1 The delivery shall be made free of charge, unless otherwise agreed in writing. Irrespective of the agreed pricing, in the case of deliveries without assembly or installation risk transfers to us on receipt at the delivery address as stated by us or, in the case of deliveries with assembly or installation and services, risk transfers to us with the successful conclusion of our acceptance process. The start-up or use shall not replace our acceptance declaration. The supplier is obliged to enter our order number on all shipping documents and delivery notes; if he omits this, we are not responsible for the resulting delays in processing.

9.2 Ownership of the delivered goods shall transfer to us following payment. A retention of title for the supplier shall only be valid if we are entitled to resale and processing in the ordinary course of business and the retention of title right expires with payment of the purchase price.

10. Obligation to inspect and give notice of defects, inspection costs

10.1 An incoming goods inspection shall take place with regards to the identity and completeness of the goods as well as any visible defects. Such defects shall be reported by us within 5 working days from receipt of the goods. We shall also report defects as soon as they are discovered in the course of normal business activities. To this extent, the supplier waives the objection of delayed notification of defects according to §377 of the German Commercial Code (HGB).

10.2 If we return any defective goods to you, then we shall be entitled to charge you the invoice amount paid plus a flat fee of 5% of the price of the defective goods. We reserve the right to provide evidence of higher expenses. You shall reserve the right to provide evidence of lower expenses or no expenses at all.

11. Warranty, material defects and defects of title

11.1 We shall be entitled to the full statutory liability for material defects; we shall also be entitled, in any given case, to demand remedial action of our choice from the supplier or a new item.

11.2 Defective deliveries must be immediately replaced with defect-free deliveries and defective services must be repeated defect-free. In the event of development or construction defects, we shall be entitled to immediately assert the rights prescribed in section 11.4.

11.3 A rectification of defective deliveries or services requires our consent. You shall bear the risk for the time in which the object of the delivery or service is not in our custody.

11.4 If you fail to remove the defect within a reasonable grace period set for you, we shall be entitled to withdraw from the contract or reduce the remuneration and claim additional compensation.

11.5 In urgent cases (particularly in the event of a threat to operational safety or to avert exceptionally high damages), to rectify minor defects or if you are delayed in rectifying a defect, we shall be entitled to rectify the defect and any resulting damages ourselves at your cost or have them rectified by a third party at your cost, after notifying you in advance and expiry of a reasonably short grace period. This shall also apply if you are delayed in providing a delivery or service and we must identify defects immediately to prevent our own deliveries becoming delayed.

11.6 The limitation period for our claims due to material defects amounts to 36 months from the transfer of risk according to section 9.1; the limitation period for our claims due to defects of title amounts to ten years from the transfer of risk according to section 9.1. The term of the limitation period shall be suspended for the time between us sending our defect complaint until the fulfilment of our defect claim.

11.7 If you have to deliver or perform according to our plans, drawings or other requirements, the agreement to deliver or perform with these requirements shall be expressly assured. Should the delivery or service deviate from the requirements, we shall be entitled to the rights in section 11.3.

11.8 Our statutory rights shall remain otherwise unaffected.

12. Repeated service disruptions

If, following a written warning, you provide similar deliveries or services again that are either defective or are late, then we shall be entitled to withdraw with immediate effect. Our right to withdraw in this case also includes deliveries and services you are required to provide to us in future under this contractual relationship or any other contractual relationship.

13. Indemnification from material defects and defects of title

13.1 You shall indemnify us from all claims which third parties make against us - regardless of the legal basis - due to a material defect or a defect in title or any other defect to a product supplied by you, and you shall reimburse us for our necessary legal costs in this respect.

13.2 Within the scope of his liability for damages from product defects, the supplier is also obliged to reimburse any expenses in accordance with §§ 683 and 670 BGB and §§ 830, 840 and 426 BGB which arise from or are in connection with product recalls legally carried out by us. We shall notify the supplier in advance, as far as is possible and reasonable, regarding the content and scope of the recall measures to be carried out and shall give him an opportunity to comment. The required notification of the competent authorities according to the guidelines of the Product Safety Act (ProdSiG) shall be undertaken by us in coordination with the supplier.

14. Technical documentation, tools, production materials

14.1 Technical documentation, tools, work standard sheets, production materials etc. shall remain our property; all trademarks, copyrights and other industrial property rights shall remain with us. They must be returned to us, including all duplications, immediately after execution of the order and without a request to do so; you are not entitled to assert a right of retention. You may only use the aforementioned items for the execution of the order and you must not forward them or otherwise make them accessible to unauthorised third parties. The reproduction of the aforementioned items is only permitted to the extent that this is necessary for the execution of the order.

14.2 If you create the items named in section 14.1 sentence 1 partially or wholly at our cost, section 14.1 shall apply accordingly, whereby we shall become the appropriate (co-) owner with the establishment of our share in the manufacturing costs. You shall keep these items free of charge for us; we may acquire your rights with respect to the item at any time in exchange for as yet unamortised expenses and we may request the surrender of the item.

14.3 You are obliged to care for, maintain and repair normal wear and tear with regards to the aforementioned items, free of charge. If you commission a sub-contractor with the manufacture of tools and samples for the execution of our order, you shall assign your claims against the sub-contractors regarding the transfer of ownership of the tools and samples to us.

15. Provision of materials

15.1 Materials provided by us shall remain our property and shall be kept by you free of charge with the care of a prudent businessman and separately from your other items. You must highlight this as our property. They may only be used for the execution of our order. Damage to the provided materials must be compensated by you.

15.2 If you process the provided material or remodel it, this activity shall be for us. We shall immediately become the owner of the resulting new items. If the provided materials only make up part of the new item, we shall be entitled to co-ownership of the new item in a share corresponding to the value of the materials provided by us which is contained therein.

16. Confidentiality

16. You shall be obliged to treat all undisclosed commercial and technical details, which you became aware of due to the business relationship, as business secrets and must not pass these on to third parties.

16.2 The manufacture for third parties, the exhibition of products manufactured especially for us, in particular according to our plans, drawings or other particular requirements, publications concerning the orders and services as well as referencing these orders to third parties, all require our prior, written consent.

16.3 Note that we store personal data which is associated with our business relationship with you.

17. Other

17.1 The place of performance is the respective stated delivery address.

17.2 If the customer is an entrepreneur, a legal entity under public law or a public special fund under public law, the place of jurisdiction shall be the registered office of the company using these conditions. However, we are authorised to take action against you at your registered office.

17.3 German law shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods and German international civil law.

17.4 In the event that individual clauses of these General Terms and Conditions of Purchase are invalid, either in full or in part, then this shall not affect the validity of the remaining clauses or the remaining parts of said clauses. Insofar as the contract or these General Terms and Conditions contain omissions, those legally valid provisions shall be agreed which the contracting parties would have agreed according to the economic aims of the contract and the purpose of these General Terms and Conditions, had they been aware of the omissions.