

# **General Conditions of Purchase WEBO Werkzeugbau GmbH**

## **§ 1**

### **General – Scope**

- (1) Our conditions of purchase apply exclusively; we do not recognize conflicting or differing conditions of the suppliers which deviate from our terms, unless we have expressly agreed in writing. Our conditions of purchase apply, even if we are aware of conflicting or differing conditions of the suppliers which deviate from our terms, and accept their delivery unconditionally.
- (2) All agreements made between us and the supplier for the purpose of executing, modifying, terminating or amending the delivery contract shall require unilateral declarations in writing.
- (3) All agreements made between us and the supplier for the purpose of executing this contract are set forth in writing in this contract.
- (4) Our conditions of purchase apply only to contractors in accordance with § 310, section 1 BGB.
- (5) Our conditions of purchase apply by the 15. October 2013 with the supplier.

## **§ 2**

### **Offers – Quotation documents**

- (1) We retain ownership and copyright of all illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; on completion of the order they must be returned to us automatically. They must not be disclosed to third parties, in this respect, the provisions of § 9, section 4 apply as well.

## **§ 3**

### **Prices - Terms of Payment**

- (1) The price specified in the order is binding. Unless otherwise agreed, the price includes free delivery, including packaging. The return of packaging requires a special agreement.
- (2) The statutory sales tax is not included.
- (3) Invoices can only be processed if - in accordance with the requirements of our order - the order number is specified therein; the supplier is responsible for all damages due to non-compliance with this obligation, unless he can prove that he was not responsible for this.
- (4) Unless otherwise agreed in writing, we pay the purchase price within 14 days from delivery and receipt of invoice with 2% discount, or within 60 days after receipt of invoice without deduction.
- (5) We are entitled to compensation and retention within the extent of the law.

## **§ 4**

### **Delivery time**

- (1) The delivery time stated in the order is binding.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent, which indicate that the agreed delivery date can not be met.
- (3) In case of delay in delivery, we are entitled to demand lump sum compensation amounting to of 1% of the value for each full week, but not more than 10%. Further legal claims (rescission and compensation instead of fulfilment) are reserved. The supplier has the right to prove that due to the delay that no or considerably less damage was incurred.

## **§ 5**

### **Transfer of risk – Documents**

- (1) Unless otherwise agreed in writing, the delivery must take place free of charge.
- (2) The supplier shall quote our order number accurately on all shipping documents and invoices; if he fails to do so, we shall not be responsible for delays in processing.

## **§ 6**

### **Investigation of defects - Liability of defects**

- (1) We are obliged to inspect the goods within a reasonable time for any variations in quality and quantity; the complaint is deemed timely if it is received within 10 working days from receipt of goods, or in the case of hidden defects on discovery thereof. If a quality assurance agreement exists between us and the supplier, this is regarded as having priority with respect to the defects inspection and complaint obligations to be fulfilled by us.
- (2) We are fully entitled to the legal warranty claims; in any case, we are entitled to choose between remedial action or the replacement of an item by the supplier. The right to claim damages, particularly for damages instead of services is expressly reserved.
- (3) We are entitled, at the expense of the supplier, to remedy the defects when there is imminent danger or in urgent cases.
- (4) The limitation period is 36 months starting from the transfer of risk.

## **§ 7**

### **Product liability - Exemption - Liability insurance protection**

- (1) If the supplier is responsible for product damage, he is obliged to indemnify us from any third party claims for damages upon first request, as the cause lies within his sphere of influence and organization and he is liable externally.
- (2) As part of his liability for damages within the meaning of paragraph (1) the supplier is also required to reimburse any expenses pursuant to § 683, § 670 BGB and in accordance with § 830, § 840, § 426 BGB, arising out of or in connection with any recall action carried out by us. We will inform the supplier of the content and scope of the recall measures, - where possible and reasonable - and give him the opportunity to comment. This shall not affect any other legal claims.
- (3) The supplier is obliged to take out and maintain a product liability insurance with a lump-sum coverage of € 10 million per personal injury / property damage; if we are entitled to further claims for damages, they remain unaffected.

## **§ 8**

### **Property rights**

- (1) The supplier warrants that in connection with his delivery, no rights of third parties are violated within the Federal Republic of Germany.
- (2) If a third party takes legal action against us in this respect, the supplier is obliged to exempt us of these claims upon first written demand; we are not authorized to reach any agreements with the third party without the approval of the supplier, in particular to reach a settlement.
- (3) The exemption obligation of the supplier refers to all expenses incurred by us, arising from or in connection with a claim by a third party.
- (4) The limitation period is ten years from the conclusion of the contract.

## **§ 9**

### **Retention of Title - Provision - Tools - Confidentiality**

- (1) If we provide parts to the supplier, we reserve the right of ownership. Processing or transformation by the supplier is carried out for us. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of mixing. If the mixture takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier transfers co-ownership to us proportionately; the supplier shall hold the sole ownership or co-ownership.
- (3) We reserve the ownership to all tools; the supplier is obliged to use the tools exclusively for the production of the goods we ordered. The supplier is obliged to insure our tools at replacement value against fire, water and theft at his own expense. The supplier hereby assigns to us all claims for compensation under this insurance; we accept the assignment. The supplier is obliged to per-

form any necessary maintenance and inspection work on our tools, and all maintenance and repair work shall be at his own expense. He must notify us about any faults immediately; if he fails to do so culpably, claims for damages remain unaffected.

- (4) The supplier is obliged to treat all illustrations, drawings, calculations and other documents and information as strictly confidential. They may be disclosed to third parties only with our express permission. The obligation of confidentiality shall survive the termination of this contract; it shall expire only when the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents has become generally known.
- (5) Insofar as security interests which we are entitled to according to paragraph (1) and/or (2) exceed the purchase price of all our unpaid reserved goods by more than 10%, we are obliged at the supplier's request to release the security interests at our discretion.

**§ 10**

**Place of jurisdiction – Place of fulfilment**

- (1) If the supplier is a merchant, our office is the place of jurisdiction; however, we are also entitled to sue the customer at his local court
- (2) Unless the order states otherwise, our headquarters is the place of fulfilment.

Received on: .....

Signature: .....

Company stamp: