

# General purchasing terms of Stela Laxhuber GmbH

## 1. General – Scope of application

- a) Our purchasing terms apply exclusively; unless we have expressly accepted them in writing, we do not recognise terms contrary to ours or supplier's terms that deviate from our purchasing terms. Our purchasing terms apply even if we are aware of the terms contrary to ours or of the supplier's terms that deviate from our purchasing terms and accept delivery from the supplier without objection.
- b) Only orders submitted in writing are binding. Orders made verbally or by telephone are not effective until they have been confirmed in writing.
- c) Our purchasing terms apply only to commercial enterprises in accordance with § 310 section 4 BGB (German civil code).

## 2. Offer acceptance – Contract confirmation – Offer documentation

- a) The supplier is required to accept our order within a period of 1 week, thereafter we are no longer bound by the order, our offer.
- b) Notice of acceptance can also be provided by email or telefax. Reference to the order number must be made in the contract confirmation as well as in all other correspondence.
- c) We reserve all ownership and copyrights with respect to illustrations, drawings, calculations and other documentation. They may not be made available to third parties without express written authorisation from us. They may only be used for the preparation of our order and are to be returned to us without further request once the order has been completed. They must be kept secret from third parties for which the provisions under § 12 apply additionally.

## 3. Prices – conditions of payment

- a) The price itemised in the order is binding. In the absence of other terms agreed in writing, delivery to our premises is free including packaging. The return of packaging requires a separate agreement.
- b) We can only process invoices if these – in accordance with the information provided in our order – provide the order number; unless he can document that he is not at fault, the supplier is responsible for all consequences arising from a failure to provide the order number.
- c) Unless agreed otherwise in writing, we remit the purchase price within 14 days from the date of delivery and receipt of the invoice discounted by 3% or within 30 days after receipt of the invoice in the full amount invoiced.
- d) We reserve the right as provided by law to offset and withhold payments.
- e) Invoices for partial deliveries will only be considered by us as payable and will only be paid before the delivery of the entire order if we previously agreed to this in writing.

## 4. Delivery time

- a) The delivery time provided in the order is binding.
- b) The Supplier is required to notify us in writing immediately if circumstances arise or if the supplier recognises such circumstances which prevent the conditional delivery time from being met.
- c) For large deliveries, the actual date of delivery must be confirmed 3 workdays before delivery takes place. Costs arising to the supplier because the delivery was not coordinated with us are to be borne by the supplier. As much as possible, deliveries should be made at the following times:  
  
Monday – Thursday 7:00 – 16:30  
Friday 7:00 – 12:00  
Deliveries at other times must be coordinated in advance by telephone.
- d) We are entitled to make claims in accordance with the law in the event of delayed delivery. After a reasonable period of time has passed without result, we are especially entitled to make claims for damages instead of performance. The supplier may seek to prove that he is not at fault for the failure to perform, should we make claims for damages.
- e) Partial deliveries are to be clearly identified as such. A requirement to accept a partial delivery only exists for us if this was agreed in writing.

## 5. Transfer of risk – documentation

- a) Unless otherwise agreed in writing, delivery to our premises is free. As a rule, the cost of packaging and shipping is borne by the supplier.  
  
The risk passes to us at transfer at the designated place of use.
- b) The supplier is required to exactly note our order number on all shipping papers and delivery notes; we are not responsible for processing delays if he fails to do this.  
  
All documents are to be provided in duplicate. The delivery note must itemise the contents of the delivery in detail (number of pieces, order number, container number etc.).

## 6. Execution of service

- a) The supplier guarantees the intended function, design and utility of the contracted item, in particular that it complies with all operating safety standards. For electrical equipment, the operation at a nominal voltage rating of up to 1000 V is to be provided.
- b) The supplier agrees to inform us of all potential hazards associated with the use of the contract item. So called hazardous material information sheets are to be included in the scope of delivery without request.

## 7. Inspection for defects – liability for defects

- a) We are required to inspect the goods within a reasonable period of time to determine possible quality defects and discrepancies in the quantity delivered; the complaint is regarded as having been submitted on time insofar as it is received by the supplier within 5 working days, calculated from the date the goods were received by us or from the date of discovery in the case of concealed defects. Spot tests suffice.

- b) We are entitled to the statutory defect claims without limitation; we are entitled in any case to request either a remedy of the defect or the delivery of a new item as we prefer. The right to claim damages, especially the right to damages instead of performance is expressly reserved.
- c) We are entitled to repair the defect ourselves at the supplier's expense in the case of imminent danger or where time is of the essence.
- d) If nothing else is agreed in writing, the right to claims expires after 36 months calculated from the date on which risks were transferred.

#### **8. Discovery of defects after delivery and processing**

- a) If a defect is first discovered after delivery and processing to the end user, we are entitled, in addition to claims under statutory guarantees, even without setting a deadline to enforce supplementary performance/correction of the defect, to ourselves carry out the correction of the defect at the end user's.
- b) If the claim with respect to the defect and costs arising from it only derives from the goods received from the supplier, the supplier not only bears the cost of a possible replacement or repair but also the cost for travel, work on-site and additional material.
- c) If the defect derives proportionally from the supplier's goods and the costs of the goods, the supplier bears our respective costs in the same proportion.

#### **9. Product liability – Release – Liability insurance coverage**

- a) Insofar as the supplier bears responsibility for a product defect, he is obligated to indemnify us from third-party claims for damages upon first request if the cause it within his control and organization and he is liable to outside relationships / third parties himself.
- b) Within the framework of his liability in case of damage in context of section (1), the supplier is also required in accordance with §§ 683, 670 BGB or in accordance with §§ 830, 840, 426 BGB to reimburse any expenses arising from a product recall initiated by us. We will inform the supplier of the content and extent of the product recall – to the degree possible and reasonable – and give him opportunity to respond. Statutory claims are not affected.
- c) The supplier commits to maintaining product liability insurance coverage in the amount of €2 million per personal injury/property injury incident – overall; any further claims for damages to which we are entitled are not affected by this limitation. Higher coverage amounts can be agreed in individual cases.

#### **10. Trademarks**

- a) The supplier warrants that no rights of third parties within the Federal Republic of Germany are violated in the context of his delivery.
- b) The supplier is required on request to release us from a claim made against us by a third party for violation of its rights; we are not permitted without authorisation from the supplier to enter into agreements with a third party, especially a settlement.
- c) The requirement on the part of the supplier to release us from claims made against us by a third party applies to all expenses arising for us from or in connection with the third party claims made against us.
- d) The right to claims expires after ten years, calculated from the date on which the contract was concluded.

#### **11. Title retention – Supplies – Tools – Confidentiality**

- a) We reserve ownership rights to parts insofar as these were ordered from the supplier. Processing or converting by the supplier will be carried out for us. If our goods-subject-to-retention are processed using objects which do not belong us, our claim to co-ownership of the new object is calculated in relation to the value of our object (purchase price plus VAT) to that of the other objects processed at the same time.
- b) If the object supplied by us is inseparably mixed with objects that do not belong to us, our claim to co-ownership of the new object is calculated in relation to the value of the goods-subject-to-retention (purchase price plus VAT) to that of the inseparably mixed objects at the time the objects were mixed. If the mixing is done so that the object belonging to the supplier can be regarded as the main object, it is considered as agreed that the supplier will transfer co-ownership to us; the supplier will maintain sole-ownership or co-ownership for himself.
- c) Insofar as the per section (1) and/or section (2) rights to trademarks to which we are entitled exceed the purchase price of all of our not yet paid goods-subject-to-retention by more than 10 %, we must on request from the supplier release the trademark rights, for which we however choose the rights to release.

#### **12. Confidentiality**

The supplier is required to keep all illustrations, drawings, calculations and other documentation and information received strictly confidential. They may only be made available to third parties with express authorisation from us. The confidentiality agreement applies even after this contract has been executed; it expires if and insofar as the know-how provided by the illustrations, drawings, calculations and other documentation has become generally known.

#### **13. Miscellaneous**

- a) Insofar as the supplier is a qualified businessman, the court of jurisdiction is located where our main place of business is; we are however entitled bring suit against the supplier in the court of jurisdiction in his domicile.
- b) Insofar as no other information is provided in the order, the business address or the designated transfer point identified in the order is the place of performance.
- c) The contract remains binding in its remaining parts, even if individual provisions are legally ineffective. The ineffective provision shall be replaced by one that comes as close as possible to the economic intent of the original.
- d) All agreements between the supplier and buyer must be recorded in writing. Any changes and/or supplementary agreements added before or after the conclusion of contract must also be submitted in the written form. Rescinding this written-form-clause must also be done in writing.
- e) The legal relationships in connection with this contract are subject exclusively to the substantive law of the Federal Republic of Germany, subject to the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG).