

# **General Terms and Conditions of Purchase**

## **§ 1 General / Scope**

(1) Our General Terms and Conditions of Purchase in the currently valid version apply exclusively; We do not recognize conditions of the supplier that contradict or deviate from our purchasing conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Purchase shall also apply even if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our conditions of purchase.

(2) All agreements made between us and the supplier for the purpose of executing this contract must be set out in writing in this contract.

(3) Our General Terms and Conditions of Purchase shall only apply to companies in accordance with § 310 paragraph 1 of the German Civil Code (BGB).

(4) Our General Terms and Conditions of Purchase also apply to all future business with the supplier.

## **§ 2 Correspondence / documentation**

(1) We reserve property rights and copyrights to images, 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 the preparation of an offer or manufacturing based on our order. After the order has been processed, they must be returned to us without further request. They are to be kept secret from third parties. In this respect, the provision of § 10 paragraph (5) shall apply additionally.

(2) Orders are only binding if they have been placed by us in written form.

(3) All orders must be confirmed immediately, at the latest within 48 hours (Mo-Fr) in written form, stating prices and delivery dates. After the deadline expires, we are no longer bound by the order.

(4) Our complete order number, as well as any material and drawing numbers mentioned must be specified in all correspondence (order confirmations, delivery notes, invoices, etc.). We are not responsible for delays in processing/payment if the supplier fails to do so.

### **§ 3 Prices / terms of payment**

- (1) The price detailed in the order is binding. Unless otherwise agreed in writing, the price includes delivery “DAP”, including packaging.
- (2) The statutory value added tax is not included in the price.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price within 30 calendar days of delivery and receipt of the invoice, with 3% discount or net within 90 calendar days after receipt of the invoice.
- (4) We reserve rights to set-off and rights of retention to the extent permitted by law.

### **§ 4 Delivery times / delays in delivery / contractual penalties**

- (1) The delivery time specified in the order is binding.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him from which it emerges that the specified delivery time cannot be met.
- (3) We are entitled to statutory claims in the event of a delay in delivery. In particular, we are entitled to withdraw from the contract after it has expired unsuccessfully and to demand compensation in lieu of performance within a reasonable period of time. If we demand compensation, the supplier reserves the right to prove to us that he is not responsible for the breach of duty.
- (4) In the event of default by the supplier, irrespective of the above, we are entitled to impose a contractual penalty of 1% per week, to a maximum 5% of the order value. Other legal claims remain unaffected. Further legal claims shall remain unaffected by this.

### **§ 5 Supplied quantities**

- (1) The quantities ordered must be adhered to. We will return excess deliveries freight collect, unless they have been approved in writing by us - upon notification by the supplier.
- (2) Partial deliveries may only be made if we have given our written consent after prior notification by the supplier.

## **§ 6 Transfer of risk / place of delivery / packaging / insurance**

(1) Unless otherwise agreed in writing, delivery takes place DDP in accordance with Incoterms 2020, i.e. at the risk and expense of the supplier, including packaging, transport insurance and any customs clearance costs incurred, to the destination specified by us.

(2) The supplier is obliged to accurately state our order number on all shipping documents and delivery notes. If he fails to do so, we are not responsible for any resulting delays in processing.

## **§ 7 Notification of Defects / Liability for Defects / Statute of Limitations**

(1) We shall notify the supplier of any defects in the delivery as soon as they are discovered during the normal course of business. Complaints shall be considered to be in good time if received by the supplier within five working days (Monday to Friday) after incoming goods inspection or, in the case of hidden defects, from the time of their discovery.

(2) The incoming goods inspection is limited to externally visible transport damage and compliance with the supplied quantities; a functional test is not part of the contract.

(3) The contractor guarantees that his supplies and services are of the agreed quality at the time of transfer of risk. Moreover, he guarantees that his deliveries and services will remain free from defects during the warranty period. This also applies to parts that the contractor procures from third parties.

(4) We are entitled to the full statutory compensation of defects. In any case, we are entitled to demand that the supplier rectify the defect or supply a new item, as we choose. The elimination of defects includes all services and materials that are necessary for the elimination of a defect at the installation site of the system, insofar as this is detailed in the order.

(5) The right to compensation, in particular compensation in lieu of performance, is expressly reserved.

(6) We are entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with the supplementary performance.

(7) The period of limitation is 36 months, calculated from the transfer of risk, unless the mandatory provisions of Sections 445 b, 478 (2) of the German Civil Code (BGB) apply.

### **§ 8 Product Liability / Exemption / Liability Insurance Protection**

(1) Insofar as the supplier is responsible for damage to a product, he shall be obliged to indemnify us on first demand from claims for damages by third parties insofar as the cause lies within his sphere of control and organisation and he himself is liable in the external relationship.

(2) Within the scope of his liability for cases of damage within the meaning of paragraph (1), the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB (German Civil Code) or pursuant to §§ 830, 840, 426 of the German Civil Code (BGB) that arise from or in connection with recall measures carried out by us. We will inform the supplier regarding the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other legal claims remain unaffected.

The other mandatory provisions of the delivery recourse remain unaffected.

(3) The supplier undertakes to maintain a product liability insurance with an insured sum of 10 million euros per personal injury/property damage - lump sum; if we are entitled to further claims for damages, these shall remain unaffected.

### **§ 9 Property Rights**

(1) The supplier guarantees that no rights of third parties are violated.

(2) Should claims be made against us for this reason by a third party, the supplier is obliged to indemnify us from these claims at our first written request; we are not entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.

(3) The supplier's obligation to indemnify refers to all expenses necessarily incurred by us from or in connection with the claim by a third party.

(4) In the case of claims for damages by the third party, the supplier reserves the right to prove that he is not responsible for the infringement of the rights of the third party.

We are not entitled to make any agreements with the third party without the consent of the supplier, in particular to conclude a settlement.

(5) The supplier's obligation to indemnify refers to all expenses which we necessarily incur from or in connection with the claim by a third party, unless the supplier proves that he is not responsible for the breach of duty on which the breach of property rights is based.

(6) The period of limitation shall be 36 months, calculated from the transfer of risk.

### **§ 10 Retention of title / provision / confidentiality**

(1) We reserve the right of ownership to any parts that we provide to the supplier. All processing or transformation by the supplier shall be carried out for us. If our reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) The material provided by us may only be used for our order. The supplier can no longer refer to defects in the material after the material has been processed, provided that such defects would have been identifiable by means of proper inspection. The provision of material by us does not release the supplier from his warranty obligations. The supplier is liable for any loss or damage to the material provided. We are to be informed immediately of any impairment. The supplier must ensure adequate insurance coverage at his own expense.

(3) If the goods provided by us are inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the primary item, it is agreed that the supplier transfers proportional co-ownership to us; the supplier shall keep the sole or joint ownership for us.

(4) Insofar as the security rights to which we are entitled pursuant to paragraph (1) and/or paragraph (3) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights of our choice at the request of the supplier.

(5) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. The confidentiality obligation also applies after this contract has been completed.

### **§ 11 Contractual right of withdrawal**

(1) We are entitled to withdraw from the contract if, after conclusion of the contract, there is a significant deterioration in the economic circumstances of the supplier or if, after conclusion of the contract, we become aware that the supplier is insolvent or over-indebted or is threatened with insolvency, or if the supplier or a third party files for insolvency proceedings or in the event that insolvency proceedings are opened against the assets of the supplier.

(2) The supplier is obliged to inform us immediately of the occurrence of a significant deterioration in his financial circumstances.

### **§ 12 Place of performance / place of jurisdiction / applicable law**

(1) Place of performance for the delivery is the place of delivery specified by ONI; for the liability for defects, the place of installation specified by ONI at the time of conclusion of the contract or within the scope of commissioning at the customer of ONI applies.

(2) The place of jurisdiction for all mutual claims arising from the business relationship shall be the District Court of Wipperfürth or the Regional Court of Cologne, depending on the substantive jurisdiction. However, we shall also be entitled to take legal action against the supplier at his place of business or at the place of performance or branch office agreed in deviation from our place of business.

(3) German law shall apply exclusively to the contractual relationship.

The application of UN purchase law/international law is excluded.

(4) Should one of the above General Terms and Conditions of Purchase be invalid in whole or in part, this shall not affect the validity of the other terms and conditions.

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