

General Terms and Conditions of Purchase of Weisse & Eschrich GmbH & Co. KG

1. Scope of Application

All orders shall take place only based upon the below Terms and Conditions of Purchase, unless agreed upon otherwise in writing with the Seller on an individual basis. Any conflicting provisions or provisions deviating from these Terms and Conditions of the Seller shall only be binding if they are confirmed by the Buyer.

2. Contract Conclusion

Our order shall be confirmed immediately, stating the price and delivery period.

Any subsequent changes/amendments shall be taken into account by the Seller. They shall only be binding if they were declared by the Buyer in writing and confirmed by the Seller in writing.

Any changes to the price and/or the delivery dates becoming necessary shall be agreed upon in writing with the Buyer.

3. Prices

The prices set forth in our orders are fixed prices. To the extent not expressly agreed upon otherwise in writing, changes based upon subsequent cost increases by the Seller shall be excluded.

4. Delivery Period

The delivery period set forth by the Buyer in the order shall be binding. Any threatening delays in delivery shall be communicated to us immediately in writing, stating the reasons and the expected duration of the delay.

Before the agreed delivery date, deliveries or partial deliveries shall be subject to our written approval.

For compliance with the delivery deadline, receipt of the goods at our premises shall be relevant, unless agreed upon otherwise in writing.

If the Seller is in default of delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled, after fruitless expiry of a grace period stipulated by us, to demand damages in lieu of performance for any additional expenses we incur.

5. Packaging & Shipping

Shipping and/or delivery of the goods shall be made to our plant in 96337 Ludwigsstadt. The Seller shall be responsible for proper and professional packaging and/or loading. Each shipment shall contain a delivery note with a statement of quantities/dimensions. In case of deliveries of primary materials, an acceptance test certificate shall be additionally enclosed to the delivery note. The delivery note must contain our respective order number.

6. Transfer of Risks

The Seller shall bear the risk of accidental loss and any accidental deterioration until handover of the goods at the place of destination. Apart from that, the Incoterms 2010 shall be applicable.

7. Retention of Title

The title to the goods delivered shall pass on to us upon payment for such goods at the latest; accordingly, the extended form of the so-called current account reservation of title shall not apply.

8. Invoice & Payment

Apart from the usual particulars, each invoice must contain our order number. Each invoice shall be e-mailed as single copy immediately after delivery but invoices in writing will be further accepted. Payments shall be made within 14 days less a cash discount of 3% or within 30 days net. Payment and cash discount periods shall start running as of receipt of invoice, however, not before the day of receipt of the goods. Any payment and cash discount periods already agreed upon shall not be affected thereby.

9. Liability for Defects and Limitation Period

The Seller shall provide the goods free from material and legal defects. The Seller shall particularly guarantee to us that its deliveries and services are in accordance with the recognised state of the art and the contractually agreed features and standards.

After receipt, we will check the goods for quality and completeness to the extent acceptable and technically possible to us. Notices of defects have to be received by the Seller by letter, fax, e-mail or phone no later than within two weeks. The time period for providing notices of defects shall start at the point in time of delivery. The complaint period for hidden defects shall be two weeks from discovery of such defect.

If the goods display material defects, we shall be entitled to the statutory rights at our own option.

The statutory limitation periods shall apply to claims for defects. Such periods shall start running upon timely notice of defects as defined in the above provisions. The liability for defects of the Seller shall end no later than within 36 months after transfer of the risks. Such restriction shall not apply to the extent our claims for defects are based upon facts which were known to the Seller or which could not have been unknown to the Seller and which the Seller did not disclose to us.

10. Rights of Third Parties

The Seller assures that the goods are free from third-party rights which might restrict use thereof by the Buyer.

Already now – on account of performance – the Seller assigns to the Buyer all claims to which it is entitled against its sub-suppliers arising from and in connection with the delivery of faulty goods or goods lacking guaranteed features.

It shall provide us with any required documents for the assertion of such claims.

11. Place of Performance, Place of Jurisdiction, Applicable Law and Severability Clause

The place of performance and exclusive jurisdiction for deliveries and payments as well as any disputes arising between the Seller and the Buyer from contracts entered into between them shall be the registered office of our subsidiary.

All legal relations between us and the Seller shall be subject to German law in addition to these Terms and Conditions of Purchase.

If a provision in these Terms and Conditions of Purchase is or becomes invalid or void in whole or in part, the remaining provisions shall not be affected thereby and shall remain in force. In such case, instead of the invalid provision, such valid provision is deemed agreed upon which comes as close as possible to the intent and purpose of the invalid provisions and which can be expected to have been agreed upon by the Contractual Parties upon conclusion of the contract if they had been aware of or foreseen such invalidity or voidness.

Status: October 2018