

# Conditions of Purchase

## **1. Conclusion of Contract**

- 1.1 We order on the basis of our conditions of purchase. Other conditions are not part of the contract, even though we do not explicitly object to them. If a shipment or service is accepted without explicit objection, it cannot be assumed that we have accepted the supplier's conditions of delivery. When an offer is made, the supplier has to explicitly agree with our conditions of purchase. If they do not explicitly agree, agreement with our conditions of purchase is always assumed for the corresponding order and all future business with us.
- 1.2 If the order is not accepted by the supplier within two weeks after issuing, we have the right to cancel the order.
- 1.3 Contracts of all kinds including additions and changes have to be in writing. The necessity of written form also applies to this clause about written form. Oral agreements are only binding if they are confirmed by us in written form. Orders, call-offs as well changes and additions can be made via data transmission and machine-readable data carriers. With informal business transactions, our orders are considered commercial letters of confirmation. Agreements with other representatives of our company making additions or changes to points agreed on in the contract require explicit written confirmation by the ordering purchasing department in the form of an addendum to the contract.
- 1.4 There is no reimbursement or compensation for visits to finalize offers, projects etc.

## **2. Prices, Shipping, Packaging**

- 2.1 The prices agreed on are fixed prices. Prices include costs for packaging and delivery to the shipping address or application site named by us. If no prices are stated, the supplier's current list prices and standard discounts apply. The agreement on the place of execution is not affected by the nature of price setting. If express shipment is requested by us, the difference between freight and express shipment costs can be charged.
- 2.2 The shipment is carried out at the supplier's risk. The risk of any deterioration including incidental sinking is taken by the supplier until the goods are delivered to the shipping address or application site stated by us.
- 2.3 If packaging is charged separately, we reserve the right to send packaging that is still in good condition back to the supplier free of carriage charges for a refund of 2/3 of the value stated in the corresponding invoice. The charging of transport insurance costs by the supplier is not accepted.

### **3. *Invoicing and Payments***

- 3.1 Invoices must be issued in duplicate and sent upon shipment of the goods, but separately. Every invoice must include order number and order date. The payment is based on the quantities, weight or other measurement calculated by us.
- 3.2 Payments from us are made either on the 25th day of the month following the delivery with 3% discount or net within 90 days after delivery and receipt of the invoice. Payments are made with the means of payment of our choice. For payments abroad we reserve the right to pay in EUROS or foreign currency.

### **4. *Delivery Dates, Delivery Delays, Acts of God***

- 4.1 The agreed dates are binding for the supplier as fixed dates. The date on which the goods are delivered to the shipment address or application site determined by us is the relevant date for keeping the delivery or approval deadlines set by us.
- 4.2 If the supplier notices that the agreed deadline cannot be kept for whatever reason, he is obligated to communicate this in writing as well as the reasons and the delay.
- 4.3 The supplier must reimburse us for any direct and indirect damage caused by delay. The approval of the delayed delivery or service does not constitute waiving of reimbursement claims.
- 4.4 If the deadlines are not kept due to defensible reasons, we reserve the right without prejudice to any other lawful claims to demand compensation, procure substitute from a third party or cancel the contract due to default after an additional respite determined by us.
- 4.5 Acts of God but not labor disputes like strike and lock-outs release the contractual parties from their duties for the time of the disruption and in the scope of their effects. The contractual parties are obliged within reason to immediately provide the necessary information and adapt their obligations to the changed situation in good faith. We are partially or completely released from our duties to accept the ordered goods or services and have the right to cancel the contract if the goods or services are not utilizable considering economic aspects due to the delay.
- 4.6 If the goods are delivered earlier than agreed, we reserve the right to send them back at the supplier's costs. If the goods are not sent back after early delivery, the goods are stored by us at the supplier's expense.
- 4.7 Partial deliveries are only accepted if explicitly agreed. The remaining quantity is to be stated with each partial delivery. Over- and underdelivery as well as delivery of the wrong goods are considered defects and not accepted. This entitles us to demand delivery of the underdelivered quantity or send back overdeliveries and wrong deliveries at the supplier's costs.

4.8 Delivery schedules become valid if the supplier does not object within two weeks after receipt.

## **5. *Absence of Defects, Declaration of Quality and Durability Guarantee***

5.1 The supplier guaranties and ensures that all delivered goods are free of defects and legal issues and in accordance with the quality and durability agreed on and the best available technology, all legal requirements and the regulations of authorities, professional and trade associations. If diversions from these regulations are necessary in individual cases, the supplier needs to have our written approval. The supplier's guaranty and warranty obligations are not affected by this approval. If the supplier has concerns about the execution requested by us, he has to communicate them to us in written form. Defects are communicated by us in written form after they have been detected within the conditions of regular course of business no later than 14 days after delivery.

5.2 Defects of the goods/service reported during the guaranty or warranty period including failure to reach guaranteed data and deficiency of assured qualities are to be remedied immediately and free of charge including all addition costs at our choice through remedy of the defects or the delivery of new components. The remedy of defects is to be conducted immediately. Further claims, especially claims of supplementary performance, cancellation of agreements or discounts as well as the enforcement of compensation claims are not affected. Additionally, the supplier has to bear the costs for transport, travel, labor and material costs for supplementary performance. He has to compensate us for our own expenses.

5.3 If the supplier fails to meet his guaranty or warranty requirements within a deadline determined by us, we reserve the right to have the necessary measures taken care of by ourselves or third parties without affecting his guaranty or warranty obligations. In urgent cases, we can take care of the remediation ourselves or have them taken care of by a third party after consultation with the supplier. Small defects can be remedied by us to ensure uninterrupted production at the supplier's cost without consulting the supplier first and without the guaranty and warranty obligations being affected. This also applies if there is a risk of high damages.

5.4 The guaranty and warranty period for deliveries is 24 months unless explicitly agreed otherwise. It starts with the delivery of the goods to us or the third party at the application site determined by us. For devices, machines and systems, the warranty period begins with the approval date stated in the written approval declaration from our purchase department. The warranty period for replacement parts is also two years after delivery. For delivery parts that cannot be in use during the analysis or remedy of the defect, the guaranty or warranty obligations are extended by the time of interruption of use. The guaranty or warranty period starts again beyond the legal limitation for remedied or new parts.

5.5 If claims are made against us for violation of legal safety requirements or domestic or foreign product liability regulation due to defects of our products resulting from goods from our supplier, we reserve the right to demand compensation for the claims insofar as it was caused by the delivered goods. If the supplier is aware or has been informed in written form of the intended use of our products, he is obliged to inform us if goods are not suited for the intended use or risks might arise from this.

## **6. *Technical Documents, Tooling, Workshop Facilities etc.***

6.1 Technical documents, tooling, tool standard sheets, films for duplication and production of brochures, workshop facilities etc. stay our property, and all copyrights remain ours. The supplier may only use the objects mentioned for the fulfillment of our order and cannot leave them or make them available to third parties. Copying and duplicating the objects mentioned is only admissible insofar as it is necessary for the fulfillment of the order or explicitly required or approved. The documents provided and materials mentioned above have to be returned after the order was completed. The strict confidentiality towards third parties remains valid after a contract has been canceled or ended or if it is never finalized.

6.2. If the supplier completely or partially creates the objects mentioned in 6.1 at our cost, 6.1 apply whereas we are the owner. The delivery of these products is replaced by the storage for us by the supplier without charge. The supplier is obligated to clearly label the objects mentioned as our property and call the attention of third parties to our property rights. Additionally, the supplier is obligated to maintain and keep the aforementioned objects at his own cost and remedy normal wear and tear and sufficiently insure them against general risks such as fire, flooding, theft etc. § 680 of German Civil Law (BGB) does not apply.

6.3 We obligate ourselves to generally leave the tools in the supplier's possession. However, we reserve the right to reclaim the tools if the components are not delivered within the deadline and according to the agreement. We also reserve the right to reclaim the tools after analyzing the market situation if the supplier charges a higher price for the components for future orders than when the first order with that tool was made. The supplier hereby accepts this request without objection.

## **7. *Provision of Material***

7.1 Materials provided by us remain our property and are to be stored by the supplier without charge and labeled as our property. They may only be used for our order. Potential access by third parties is to be communicated to us immediately.

7.2 If the provided materials are used or processed, they are only for us. The things created in this process are our property. If the provided material is only part of a new thing, we have the right to partial ownership if the new thing according to the value of provided material contained.

## **8. General Terms**

- 8.1 The supplier guarantees that all products and materials used in the product fulfill the prevailing official regulations.
- 8.2 If parts of the general purchase conditions are void, the rest of the conditions are not affected.
- 8.3 The supplier is obligated to treat details that become known to him during the business relationship that are not clearly commercial or technical as confidential and not make them known to third parties. The same obligations apply to the supplier's subcontractors. This strict confidentiality obligation lasts indefinitely after the end of the business relations.
- 8.4 The supplier does not have the right to pass the order to third parties without prior written approval.
- 8.5 The supplier does not have the right to cede claims to third parties without prior written approval that is not unfairly rejected.
- 8.6 We will treat the supplier's personal data confidentially according to the German Federal Data Protection Law.
- 8.7 If not explicitly stated otherwise and legally permissible, the place of fulfillment of delivery obligations is the shipping address or application site requested by 2E mechatronic GmbH & Co. KG; for all other obligations of the two contractual parties, Kirchheim is the application site.
- 8.8 The place of jurisdiction for all legal issues between the parties in this agreement is 73230 Kirchheim/Teck as long as the supplier is a registered trader, corporate body, corporation under public law or special fund of public law and also if the supplier's registered office has been moved abroad or is unknown. 2E mechatronic GmbH & Co. KG also has the right to file suits at the supplier's headquarters.
- 8.9 For the whole business relationship between the supplier and 2E mechatronic GmbH & Co. KG, only the laws of the Federal Republic of Germany apply to the exclusion of UN International Trade Law.

Last updated: 02/2003