

# GENERAL CONDITIONS OF PURCHASE (VERSION OCTOBER 2017)

## I. Scope of the contract

1. All agreements concluded between the buyer and the seller in connection with the purchase contracts are laid down in writing in the purchase contracts, these conditions and the offers made by the buyer.
2. The buyer's following conditions apply to all contracts for the delivery of goods concluded between the buyer and the seller. They also apply to all future business relationships, even if they are not expressly agreed again. Unless expressly agreed by the buyer, any deviating conditions of the seller shall not be binding for the buyer, even if these are not expressly contradicted by him. In such cases where the seller contracts third parties (sub-contractor) to fulfill parts of his obligations or his whole obligations or for support with respect to its obligation the seller will bind the third party also to these conditions.

## II. Offers and conclusion of the contract

1. Unless a different period of commitment is expressly included in the buyer's offer, the buyer is bound for one week by his offer made for the conclusion of a purchase contract (purchase order).
2. The buyer retains the title and reserves the copy rights for all calculations, drawings, plans and other documentation that are also a constituent part of the offer. Unless expressly agreed in writing by the buyer, the seller may not pass these documents on to third parties. Should the seller not accept the offers of the buyer within the period stated in fig. II. 1, these documents must be returned to the buyer without delay.

## III. Billing

1. All invoices, unless otherwise expressly agreed, have to be sent in single form by mail to the address of the buyer, for the attention of the respective person in charge under specification of the reference and order number. The invoice line items have to be identical to the order items of the buyer and all necessary documents (e.g. packing slip) have to be sent together with the invoice. Never the invoice shall be enclosed to the delivery of goods or handed over to employees of the buyer.
2. All invoices have to specify also the mode of shipping. Invoices for performances have to be proved.
3. Incomplete or not appropriate delivered invoices will not be accepted by the buyer and returned to the seller. If the buyer returns incomplete or inappropriate issued unjustified invoices, these invoices have no legal effect to the buyer and are deemed as not issued.

## IV. Payment

1. Unless otherwise agreed by the parties in writing, the price quoted by the buyer in the purchase order is binding and understood free domicile. Packing costs are included in the price. The price is understood inclusive of the respective statutory value added tax. The order number quoted by the buyer must be indicated in all the seller's invoices.
2. Unless otherwise agreed in writing with the seller, the buyer shall pay within 14 days calculated from the day the goods are properly delivered by the seller including all documents following to the order (by buyer confirmed arrival of goods) and the receipt of invoice (the receipt stamp of the buyer is imperative) with a 3% discount or within 60 days in full with no deductions. The discount deduction shall be deemed to be accepted, if the seller does not object against the deduction within 7 days after the payment in writing towards the buyer.
3. In case a delivery is carried out earlier than agreed which only is possible if the buyer confirmed, the term of payment starts from the original agreed delivery date on.
4. In case of a notice of defects by the buyer the term of payment just begins after the proper remedy of all defects. If the agreed documentation and/or certificates are not fulfilled with the delivery, the delivery shall be deemed as not fulfilled and the term of payment does just start to run if all documents are delivered and/or provided to the buyer properly as agreed.
5. The payment term of orders which include an acceptance protocol as requirement for the payment claim starts to run only if the acceptance protocol was delivered to the buyer (the receipt stamp of the buyer is imperative).
6. It is agreed that on the eve of and during plant holidays of the buyer delivered invoices won't be handled. Because of this it is agreed that in case of plant holidays of the buyer the term of payment is interrupted and is deemed as prolonged for the time of the plant holidays.
7. The buyer is entitled to the statutory rights of offset and retention to their full extent. He is entitled to assign all claims arising from the purchase contract without the approval of the seller. Without the prior written consent of the buyer, the seller is not entitled to assign the demands arising from this contractual relationship to third parties.

## V. Delivery time

1. The buyer is entitled to change the time and place of delivery and the type of packing at any time by means of a written notification within a period of at least 14 days before the agreed date of delivery. Any resulting verified additional costs incurred by the seller will be reimbursed by the buyer. The seller shall duly inform the buyer of the expected additional costs before the delivery date, at the latest, however, 7 days after receipt of the buyer's notification concerning the change in the delivery date.
2. Should the seller be overdue with the delivery, the buyer is entitled to make all the legally relevant claims. Should the buyer claim for damages, the seller is entitled to prove that he is not responsible for the breach of duty.
3. In the event of a delay of the delivery by the seller more than five (5) working days Haimer is entitled to claim at any time a penalty of 1% of the price of the products for each further week of delay; the penalty for delay of the delivery is limited to maximum 5%. Further rights provided at law and claims for damages exceeding the penalty remain reserved.

## VI. Warranty / Liability

1. The buyer is obliged to inspect the subject of the contract upon delivery by the seller for deviations in quality and quantities and to give the seller any notice of defects within a reasonable period of time. Notification of obvious defects is deemed to be duly given if received by the seller within two weeks after the goods have been delivered, notification of concealed defects is deemed to be duly given if received by the seller within two weeks after their discovery.
2. The buyer is entitled to make all the legally relevant warranty claims against the seller. The seller is liable to the buyer within the limits of the law. In cases of imminent danger or of extreme urgency, the buyer is entitled to remedy defects himself at the expense of the seller.
3. The limitation period of warranty claims is three years after delivery.

## VII. Liability of the seller / Insurance cover

1. Should a claim be lodged against the buyer by a third party for damages arising from a product defect for which the seller is responsible, the seller is obliged, on the buyer's first summons, to release the buyer from all liability for the claims of the third party including all the costs involved in refuting these claims if the cause lies within the domain and organizational area of the seller.
2. Should it become necessary for the buyer to initiate a product recall as a result of a case of damage or loss in the sense of Figure VII. 1, the seller is obliged to reimburse the buyer for all expenses incurred as a result of or linked to the product recall he has carried out. In as far as it is possible for the buyer and time reasonably allows it, the buyer shall advise the seller of the content and scope of the product recall and shall demand his comments on the matter. This in no way affects any more extensive statutory claims of the buyer.
3. The seller is obliged to take out and maintain a product liability insurance including extended product liability against bodily injury and damage to property with a sufficiently high amount of cover for the subject of the contract. This in no way affects any more extensive statutory claims of the buyer.
4. Should a claim be lodged against the buyer by a third party because the seller's delivery constitutes a violation of a legal property right of the afore-mentioned third party, the seller undertakes, on the buyer's first summons, to release the buyer from the claims, including all the expenses incurred by the buyer in connection with the claim and his refuting it. Unless agreed in writing by the seller, the buyer is not entitled to recognise the claims of the third party and / or to make any agreements with the third party with respect to these claims. The period of limitation for these rights of recourse is three years calculated from the time the buyer becomes aware of the claims being brought against him by the third party.

## VIII. Retention of title

1. The buyer retains the title to all parts (goods that are subject to retention) and tools that he has provided. Any processing or alterations undertaken by the seller are executed exclusively on behalf of the buyer. Should goods belonging to the buyer that are subject to retention be processed with other objects not belonging to him, he is entitled to joint ownership of the newly created object, in proportion to the value at the time of the processing of the goods delivered by him that are subject to retention and the other objects that were processed. The same applies if an object provided by the buyer is inseparably bonded with other objects not belonging to him. If the object belonging to the seller constitutes the main object after the bonding, then the seller undertakes to transfer proportional joint ownership to the buyer. In either case the seller safeguards the property owned commonly and / or jointly for the buyer.
2. Tools provided by the buyer may only be used by the seller for goods ordered by the buyer and must be insured against fire, water and theft by the seller at his own expense. The seller transfers, here and now, the title to the benefits arising from these insurances to the buyer, who hereby with this agreement accepts this transfer. The seller undertakes to carry out the necessary service and maintenance work on these tools in compliance with the respective instruction manuals at his own expense and in due time.
3. Without the prior written permission of the buyer, the seller may not use for purposes outside of this contract any of the tools, parts or documents provided by the buyer, nor may he pass these on or make them accessible to third parties. These must be returned to the buyer by the seller without delay at the seller's own expense on fulfillment of the respective contract.

## IX. Procurement of Energy Services, Products, Equipment and Energy

According to DIN EN ISO 50001 we want to point out, that the evaluation of the procurement of energy services, products and equipment, which have or may have an influence on the significant energy consumption, is partly based on the energy related performance. This means, that for the Haimer GmbH within the procurement and order process, energy efficiency is also a decision criterion.

## X. Place of jurisdiction / Place of performance / Final provisions

1. The principle office of the buyer is the place of performance and exclusive place of jurisdiction for all deliveries and payments (including legal proceedings concerning cheques) as well as all disputes between the parties arising from the contracts they have concluded together, in as far as the seller is a businessman in the sense of the German Commercial Code (HGB).
2. The relations between the contractual parties are subject exclusively to the law of the Federal Republic of Germany.
3. Should any one or more of the provisions of these terms be invalid and/or impracticable the validity of the terms shall not thereby be affected.