



# General Terms and Conditions of Purchase of GfA ELEKTROMATEN GmbH & Co. KG

Edition: I/E

These terms and conditions of purchase alone apply to our contractual relationship, unless agreed to the contrary in writing. Other conditions, especially terms and conditions of sale or supply, have no validity, unless the buyer expressly agrees to their applicability.

The above holds true even if the buyer does not expressly contradict any existing or subsequently forwarded conditions, or if the buyer accepts a delivery from the seller while aware of the contradictory or deviating conditions of the seller.

## 1 Order/Confirmation

Only orders in writing are valid. Oral agreements are binding upon us only if they have been confirmed in writing. Changes require the express written consent of the buyer.

The defined specifications are to be considered as contractually assured and guaranteed properties of the object of delivery or of service.

Without previous written permission from the buyer, the supplier is not entitled to subcontract the order or important parts of the order to third parties.

Any purchase order must be confirmed in writing by the supplier within 5 working days.

## 2 Delivery dates/Delivery Delays/Acts of God

The agreed delivery dates are binding. If circumstances arise that make it impossible to adhere to the delivery dates, the buyer must be notified immediately and such notification should be confirmed to him immediately in writing. Receipt of the goods at the point of receiving or point of use specified by us is the decisive factor for considering adherence to the delivery due date or delivery period.

If you do not deliver the goods or service even within a grace period that might be granted by us, we are entitled, even without previous notice, to refuse acceptance, to withdraw from the contract and to demand damage compensation for fulfilment. We are entitled to withdraw from the contract even if you are not culpable for the delay.

Acceptance of the delayed delivery or service, even if no reservation is expressed at the time, does not imply renouncement of damage compensation. However, the claim for damage compensation for delay must be filed not later than the time of final payment.

The supplier does not have a right to retain the delivery owing to any differences from other deliveries or business relationships.

In case our operations have been hampered by force majeure, such as a strike or lock-out, we can declare the order to be wholly or entirely nullified, or postpone the delivery to a later time, without the supplier being entitled to any claims as a result.

## 3 Change Provision

The buyer can demand changes in the supplied object even after contract sign-off, provided this is just and reasonable for the supplier. With such a change in the contract, the effects for both the parties must be reasonably taken into consideration, especially with regard to additional or lower costs.

## 4 Delivery/Packing/Dispatch

There must be a delivery note packed with every delivery, which specifies our address, order number as well as the description of the contents by type and quantity.

Dispatches for which the buyer has to wholly or partially bear the freight charges must be consigned at the least expensive freight tariffs, or in accordance with the dispatch specifications of the buyer. Cartage will not be paid at the point of receiving. The dispatch specifications, especially the place to which delivery is to be made, which is simultaneously the place of fulfilment, is to be specified in the order. The supplier

is liable for all damage and costs that result from insufficient compliance or non-compliance with the specifications of the buyer.

Your obligation to take back the packaging depends on the legal regulations. Only environment-friendly packaging material may be used.

## 5 Notification of defect

The supplier guarantees that his delivery has the contractually assured properties and is not defective in such a way that the defects nullify or reduce its value or its ability in normal use or in use as defined by the contract.

The buyer will strive to check incoming deliveries immediately in respect of apparent defects. For a reasonable period, the supplier will renounce objections to delayed notification of defects, wrong deliveries as well as the absence of assured properties.

Any defects found, especially those that manifest themselves during processing, will be rectified - in urgent cases or for the purpose of minimising damage - at the supplier's cost at the factory of the buyer, with the supplier having to reimburse the net costs of the buyer.

Payments made by the buyer will not be considered renouncement of the right to defect notification.

## 6 Warranty

The warranty obligations of the supplier will be in keeping with the legal regulations, unless something to the contrary is obtained below.

The warranty obligation period is at least 12 months from start of commercial use. If the legal warranty period is longer, it applies.

In case of a defective delivery, the buyer can demand free re-working or a replacement delivery, or file claims for the legal warranty rights. The latter also applies in case of neglected or failed re-working or replacement delivery. The warranty period for re-worked parts is 12 months from the time of re-working.

If the buyer informs the supplier as to the purpose of use and provides the required data regarding the product to be supplied, the supplier will assure suitability of the product for the purpose and guarantee that all deliveries will conform to the state of the art.

The supplier undertakes to ensure continuous quality assurance through suitable checks and tests during the production of the parts he delivers. The supplier must generate documentation in accordance with EN ISO 9001 on these tests. The buyer has the right to make sure of the method of execution of the tests and inspections at the site - if required, even at the sites of sub-contractors. Expenses that are incurred for the purpose of rectifying defects as well as transport risks will be borne by the supplier.

For delivery items whose handling, processing and/or assembly is not generally familiar, assembly and commissioning instructions, maintenance specifications etc. with a reference to the order number, should be provided to the buyer, without any separate demand being made, at a time not later than when the items are delivered. In case of neglect of this provision, the supplier is also liable for such damage that results from incorrect handling, processing and/or assembly. Goods not delivered in keeping with the contract can, at the discretion of the buyer, and the cost and risk of the supplier, be returned or stored. If the defect is owing to culpability of the supplier, or if an assured property is absent from the delivered item, the supplier must also compensate for the damage that is caused to the item itself.

## 7 Copyright and Confidentiality

The supplier is liable to ensure that through the delivery, usage and transport of the objects as well as from services of

the supplier, there is no infringement of the patents and copyright of third parties. The supplier indemnifies the buyer and the buyer's customers against claims by third parties owing to any infringement of copyright and will bear all costs that the buyer incurs in this context. The supplier is obliged to view orders and the work arising from them as a business secret and to handle them in confidence. The supplier is liable for all damage that is caused to the buyer from infringement of this obligation.

The supplier making any reference to the existing business relationship is only permitted with written consent from the buyer.

#### **8 Right to Withdrawal in case of Reversal of Financial Situation**

If the supplier stops making payments or if bankruptcy proceedings are filed against the property of the supplier, or legal or extraordinary compromise procedures are applied for, the buyer is entitled to withdraw entirely or partially from the contract.

If the buyer announces withdrawal from the contract owing to an infringement of the contract for which the supplier is culpable, the services or supplies provided thus far will be charged at contracted prices only to the extent that they can be used by the buyer for the intended purpose. The damages suffered by the buyer will be taken into account in this calculation.

#### **9 Accident Prevention**

If the supplier has to provide his services in the campus of the buyer, the supplier must ensure compliance with all the accident prevention regulations at the workplace and the corresponding regulations of the professional unions by his legal representatives or his auxiliary persons. The supplier is liable for damage that is caused from insufficient instruction or from neglect of the protection regulations to the buyer, his employees or to third parties. Auxiliary persons in this sense are also the working staff made available to the supplier by the buyer. When these persons are deputed to the supplier, they are subject to the instructions of the supplier.

#### **10 Models, Tools, Documents of the Buyer**

Models and tools that the supplier manufactures, with costs to be borne by the buyer, will become the property of the buyer once they are paid for. They must be treated and stored with care by the supplier, who must also insure them at his cost against catastrophic events like fire, flood, theft, loss and other damage. Selling the parts manufactured using these models and tools is not permitted without the express permission of the buyer in writing. Property of GfA must be clearly marked as such; furthermore, we must be guaranteed access to such objects at any time.

Drawings, plans and diagrams that the buyer provides to the supplier for delivering the ordered objects remain property of the buyer. The supplier undertakes to handle them carefully, to not make them available to any third party, and to make copies only for the purpose of execution of the order.

#### **11 Provision of Material**

Material that we provide to you remains our property, and must be preserved by you free of cost and with the care of a proper businessperson, separate from your other property, and should be marked as being our property. It may only be used for executing our order. Damage to the provided material has to be replaced by you.

If you process the material that has been provided, or modify it, such activity is being carried out for us. We will become direct owners of the new goods that are so created. If the material that has been provided forms only a part of the new part, we are co-owners of the new part, in the same proportion as the proportion of the material provided by us.

#### **12 Place of Fulfilment and General Regulations**

The place of fulfilment is Duesseldorf.

The court of jurisdiction for both parties is Duesseldorf. German law applies, under exclusion of the UN Sales Convention and the referral regulations under German International Private Law.

If individual clauses of this contract become ineffective, the remaining contract remains in effect. The clause that has become ineffective or cannot be executed is to be replaced by another clause that comes closest to the financial purpose desired by both the parties in the framework of whatever is legally possible.