

General Purchase Terms

§ 1 Validity of terms

For all orders of products as well as the purchase of services of whatever kind of Hedrich GmbH (hereinafter called: „Purchaser“) and the Supplier, the following purchase terms exclusively apply; the contractor, service provider and other parties to the contract are also named „Supplier“ below. Terms of the Supplier, which are contradictory or deviate from these purchase terms, are not accepted by the Purchaser unless he expressly confirms their validity.

The Purchaser's purchase terms are also applicable to all future business deals with the Supplier, even if they are not expressly agreed upon again.

The execution of the order is considered as acceptance to these terms.

All agreements made between the Purchaser and the Supplier for the execution of the order are to be laid down in writing.

§ 2 Order and order confirmation

The technical documentation, drawings, article geometries, works specifications and other data of the Purchaser are an integral part of the orders.

The Purchaser has the right to cancel the order if the Supplier fails to accept the order in writing (order confirmation) within a period of two weeks after he has received the order.

In case the order confirmation deviates from the order, the Purchaser is only bound if he has agreed to the discrepancies in writing.

The acceptance of deliveries or services and payments does not mean an approval.

The transfer of orders to third parties is not allowed without the Purchaser's written approval and entitles the Purchaser to withdraw from the contract completely or partly and to claim damages. In case the Purchaser gives his approval, the third party is considered as auxiliary person of the Supplier. Changes or supplements to the order are only effective if confirmed in writing by the Purchaser.

§ 3 Prices

The price stated in the order is binding. The agreed prices plus the applicable legal value added tax are valid.

In default of any written agreement to the contrary, the price includes delivery „free domicile“. The transportation, forwarding and packing costs are at the Supplier's expense. The return of packing are subject to a special agreement.

If the pricing is ex works or ex sales stock of the Supplier, the goods shall be dispatched at the lowest possible costs, unless the Purchaser specifies a certain mode of transportation. Extra costs caused by the non-compliance with shipping instructions shall be borne by the Supplier.

§ 4 Delivery period

The delivery period stated in the order is binding and runs from the date of the order unless a fixed date has been agreed.

The Supplier is obliged to immediately notify the Purchaser in writing, stating reasons and the expected duration of the delay, in case circumstances occur or become noticeable to him indicating that the Supplier will not be able to fulfill his contractual obligations completely or partly or in time. If the Supplier fails to notify the Purchaser, he has no right to refer to the obstacle towards the Purchaser.

In case the Supplier does not fulfill his contractual obligations within the agreed delivery time, he is liable according to legal requirements. In particular the Purchaser is entitled to demand damages for non-fulfillment, after a reasonable period of time has been set and has elapsed without any response.

Any penalty agreed for the case of delayed delivery remains unchanged.

§ 5 Transfer of risks

The risk is transferred when the goods are delivered „free domicile“, unless otherwise agreed in writing.

In case of deliveries including setup or assembly and in case of services, the risk is transferred once the goods are accepted; in case of deliveries excluding setup or assembly, the risk is transferred once the goods have arrived at the receiving point specified by the Purchaser.

§ 6 Investigation of defects and guarantee

The Supplier is responsible that his deliveries and services comply with the agreed quantity and quality as well as the accepted guarantee and the recognized rules of technique. This liability always applies to intention and negligence.

The Purchaser is obliged to inspect the goods for possible differences in quality and quantity within a reasonable time and to notify the Supplier of all defects found. The notification is made in time, if the Supplier receives it within a period of 14 days.

The Purchaser is entitled to legal warranty claims without any restrictions. Irrespective of this, he is entitled to claim from the Supplier the elimination of defects or new delivery according to his choice. In this case, the Supplier is obliged to bear all expenses necessary to eliminate the defects or to deliver spare parts.

The right to withdrawal or reduction of the purchase price as well as compensation for damages or refund of futile expenses, in particular the right to compensation for damages for non-fulfillment expressly remains reserved. The duration of the guarantee depends on the legal regulations; for new objects it is at least 24 months, starting from the transfer of risks. In case a defect occurs within the first 6 months from delivery, it is assumed, subject to refutation, that the defect already existed before the time the risk was taken over.

The Supplier is obliged to lodge the rights of recourse with his subcontractors immediately after the Purchaser has asserted them and to assign these rights of recourse to the Purchaser for fulfillment. Furthermore, he shall notify the subcontractor of the assignment immediately. Irrespective of this, the Supplier's own obligations towards the Purchaser persist.

§ 7 Product liability - exemption

As far as the Supplier is responsible for a product damage of the Purchaser or a third party, he is obliged to make good the damage to the Purchaser and exempt him from claims for damages of third parties upon first request in as far as the cause is in his sphere of control and organization.

§ 8 Protection rights

The Supplier is responsible that no rights of third persons are infringed in connection with his delivery.

In case the Purchaser is held responsible by a third person for that reason, the Supplier is obliged to exempt the Purchaser from these claims upon first written request; the Purchaser is not entitled to make any arrangements, in particular to reach a settlement, with the third person without the Supplier's approval.

The Purchaser is also entitled to obtain at the Supplier's expense the permissions required for delivery, commissioning, use etc. from the holder of the protection rights.

§ 9 Retention of title, tools, molds, samples and secrecy

Materials supplied by the Purchaser remain his property and shall be stored separately, marked and maintained free of charge. Their use is only allowed for the Purchaser's orders. In case of depreciation or loss, the Supplier must pay damages. Upon request, a list of material is to be handed over to the Purchaser.

The material is processed or transformed by the Supplier for the Purchaser.

If the proviso goods are processed with other objects not belonging to the Purchaser, the Purchaser acquires joint ownership of the new thing, in relation of the value of the Purchaser's goods to the other objects processed, at the time they are processed.

The Purchaser reserves the property and copy right of all pictures, cost estimates, drawings, samples, models, molds, profiles, standard sheets, calculations, tools etc. made for or handed over to the Supplier. They may not be copied, reproduced or made available to third persons without the Purchaser's express written approval, just like any objects manufactured according to them. They shall exclusively be used for manufacture. They shall be secured against access and use by unauthorized persons and kept secret from third persons. After processing of the order, they shall be returned to the Purchaser free of charge without being requested. Subject to other rights, the Purchaser can request their return, if the Supplier infringes these obligations.

§ 10 Issuing of invoice

The invoice bearing the order number shall be submitted separately immediately after delivery.

In case the invoice is received later than the goods, instead of the date of receipt of the goods, the date of receipt of the invoice shall be the basis for calculating the cash discount period. Unless partial deliveries are expressly agreed upon, a total invoice is to be established for each order after complete delivery.

Claims against the Purchaser may only be assigned with his written approval.

§ 11 Payments

Unless otherwise agreed in writing, payments are made within 14 days, with 2 % discount being deducted or within 30 days, net.

The period allowed for payment begins when the delivery is fully completed, or services are completely rendered and the properly issued invoice has been received. Discount deduction is also admissible if the Purchaser sets off or retains payments at a reasonable amount due to defects; the payment period begins after all defects have completely been eliminated.

The Purchaser is entitled to the right to set-off and lien within the legal scope.

§ 12 Place of fulfillment, applicable law, jurisdiction, partial nullity

The place of fulfillment for deliveries and services is the receiving point stated by the Purchaser.

Unless otherwise specified in the order confirmation, the place of fulfillment for payment is the Purchaser's place of business.

The law of the Federal Republic of Germany shall apply to these purchase terms and all legal relations between the Purchaser and Supplier.

As far as the Supplier is a businessman in terms of the Commercial Code, a legal entity of the public law or a special asset under public law, the Purchaser's domicile shall be the exclusive place of jurisdiction for all direct or indirect disputes arising from the contractual relationship.

In case any clause of these purchase terms or any clause contained in other agreements is or becomes ineffective, the effectiveness of all other clauses or agreements shall remain unchanged.