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GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

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I. I. Scope of the Contract and Conclusion of the Contract

1. These General Terms and Conditions of Purchase apply to all orders – including future orders – for goods and services and their fulfilment by the Supplier. We do not recognise any terms and conditions of the Supplier that conflict with or deviate from these General Terms and Conditions of Purchase, unless otherwise specified in these General Terms and Conditions of Purchase or in the contract with the Supplier. If we accept the goods without expressly objecting, this shall under no circumstances be construed as our acceptance of the supplier's terms and conditions.
2. These General Terms and Conditions of Purchase apply only to businesses, legal entities under public law or special funds under public law within the meaning of Section 310(1) of the German Civil Code (BGB).
3. If special terms and conditions deviating from these are agreed for a specific order, these General Terms and Conditions of Purchase shall apply on a subordinate and supplementary basis.
4. The preparation of quotations is free of charge and non-binding on our part.

II. Prices

The agreed prices are quoted on a carriage paid basis to the delivery point specified by us, including freight, packaging and ancillary costs. In the case of carriage forward deliveries, we shall only bear the lowest freight costs, unless we have specified a particular method of dispatch.

III. Payment

1. Unless otherwise agreed, the following terms of payment shall apply: we shall settle invoices either within 14 days with a 3 per cent discount or within 30 days without any deduction. If the supplier's terms of payment are more favourable to us, those shall apply.
2. Payment and discount periods shall run from the date of receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, where documentation or similar records form part of the scope of services, not before their handover to us in accordance with the contract.
3. Payments shall be made by cheque or bank transfer. Payment shall be deemed to have been made on time if the cheque is posted on the due date or the bank transfer is instructed to the bank on the due date.
4. We are entitled to rights of set-off and retention to the extent permitted by law.
5. Interest on arrears cannot be claimed. In any event, we are entitled to prove that the loss caused by the delay is less than that claimed by the seller.

IV. Delivery times

1. Agreed delivery dates and deadlines are binding. We must be notified immediately of any impending delay in delivery.
2. In the event of a delay in delivery, we are entitled to the statutory remedies. In particular, we are entitled to claim damages in lieu of performance once a reasonable grace period has expired without result.
3. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of any claims for compensation to which we are entitled as a result of the delayed delivery or service, or of any contractual penalty that may have become due; this shall apply until full payment has been made of the consideration owed by us for the delivery or service in question.

V. Retention of title

1. With regard to the Supplier's rights of retention of title, the Supplier's terms and conditions shall apply, subject to the proviso that ownership of the goods shall pass to us upon payment and, accordingly, the extended forms of so-called current account and group retention of title shall not apply.
2. On the basis of the retention of title, the seller may only demand the return of the goods if he has withdrawn from the contract.

VI. Execution of Deliveries and Transfer of Risk

1. The supplier bears the risk of accidental loss and accidental deterioration, even in the event of 'franco' and 'carriage paid' deliveries, up to the handover of the goods at the destination.
2. Partial deliveries require our consent.
3. Excess or short deliveries are permitted only within the limits customary in the trade.
4. Packaging costs shall be borne by the supplier, unless otherwise agreed in writing. Should we bear the costs of packaging in individual cases, these shall be charged to us at the most reasonable rate. Obligations regarding the return of packaging are governed by the Packaging Ordinance of 21 August 1998.

V. Declarations of Origin

In the event that the supplier issues declarations regarding the originating status of the goods sold, the following shall apply:

1. The supplier undertakes to facilitate the verification of proofs of origin by the customs authorities and to provide both the necessary information and any confirmations that may be required.
2. The supplier is obliged to compensate for any loss arising from the declared origin not being recognised by the competent authority as a result of an incorrect certificate or the lack of any means of verification, unless the supplier is not responsible for these consequences.

VIII. Liability for defects and limitation period

1. The seller must supply us with goods free from material defects and defects of title. In particular, the seller must ensure that its deliveries and services comply with recognised technical standards and the contractually agreed characteristics, standards, as well as safety, occupational health and safety, accident prevention and other regulations.
2. Our goods-in inspection is limited to externally visible transport damage and to verifying that the quantity and identity of the goods ordered are correct, based at least on the delivery documents. Any defects identified during this process shall be reported immediately. The seller must align its quality management system and quality assurance measures with this limited goods-in inspection.
3. Notices of defects are deemed to have been given in good time if they are received by the seller within 10 working days. The time limit for notifying defects begins at the point in time at which we – or, in the case of a drop-shipment transaction, our customers – have identified the defect or should have identified it.
4. If the goods are defective, we are entitled to exercise our statutory rights at our discretion. We may claim reimbursement from the seller for the costs we incur in relation to our customer if the defect was already present at the time the risk passed to us. The costs of subsequent performance to be reimbursed by the supplier pursuant to Section 439(2) of the German Civil Code (BGB) also include the costs of identifying the defect and sorting costs.
5. Where there is imminent risk, we are entitled, after giving the seller appropriate notice, to remedy the defect ourselves at the seller's expense.
6. Our claims for defects become time-barred 36 months after the transfer of risk. This period commences upon timely notification of defects in accordance with paragraph 2 above. However, the Seller's liability for defects shall in any event cease ten years after delivery of the goods. This limitation shall not apply where our claims are based on facts of which the Seller was aware or could not have been unaware, and which the Seller failed to disclose to us.
7. The supplier hereby assigns to us – by way of performance – all claims to which it is entitled against its upstream suppliers arising from or in connection with the delivery of defective goods or goods lacking guaranteed characteristics. It shall provide us with all documents necessary for the assertion of such claims.

IX. Product liability and product recalls

1. In the event that claims are made against us on the basis of statutory product liability, the supplier is obliged to indemnify us against such claims, provided that and to the extent that the damage was caused by a defect in the contractual item supplied by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. The obligation to indemnify shall not apply insofar as the claim is based on a breach of duty on our part arising from gross negligence or wilful misconduct. Where the cause of the damage lies within the supplier's sphere of responsibility, the supplier shall bear the burden of proof in this respect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal proceedings or product recall. In all other respects, the statutory provisions shall apply. Any further claims for damages remain unaffected.
2. The supplier is obliged to maintain, at all times, product liability insurance with a minimum cover of €5 million per claim for personal injury or property damage.

X. Tools, models, drawings and other documents

1. Materials, tools, models, drawings and other documents provided by us or produced on our behalf shall remain our property and may be used exclusively for the fulfilment of our orders. They must not be made available to third parties without our consent and must be properly stored until further notice, but for no longer than two years after their last use, after which they must be handed over to us.
2. The manufacture, as well as the processing and treatment, of such tools, models, drawings and other documents produced by the supplier on our behalf shall be carried out on our behalf as the manufacturer, with the result that we shall acquire ownership thereof.

XI. Place of performance, jurisdiction and applicable law

1. Unless otherwise agreed, the place of performance for the delivery is our premises.
2. The place of jurisdiction is the registered office of our head office. We may also bring legal proceedings against the supplier at their place of jurisdiction or at the place of jurisdiction of our branch office registered in the commercial register with which the contract was concluded.
3. In addition to these terms and conditions, German law, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, shall apply to all legal relationships between us and the supplier.

XII. Authoritative version

In cases of doubt, the German version of these General Terms and Conditions of Purchase shall prevail.