

# Terms and Conditions of Purchase KOLB

## 1 Order

The following terms and conditions shall apply exclusively to our orders to the extent that nothing to the contrary has expressly been agreed in writing. Supplier's terms and conditions as well as deviations in the order confirmation shall only apply if they have expressly been acknowledged by us in writing. Our terms and conditions shall apply even if we accept service without reservation despite knowledge of contradictory or deviating terms and conditions of Supplier. Oral orders and agreements shall require our written confirmation in order to become effective.

Cost estimates shall be binding and are not subject to compensation, unless deviating terms were expressly agreed upon.

If the supplier does not accept the order within two weeks of receipt, we have the right to rescission.

## 2 Delivery time

The delivery periods shall commence on the date of ordering. The delivery dates or periods stated in our orders shall be binding and shall be understood arrival at destination. If no fixed delivery date has been agreed, a delivery period of two weeks shall apply. Receipt of the goods by the orderer shall be decisive for compliance with the delivery date or period. If delivery ex works has been agreed, Supplier shall provide the goods, taking the customary time for loading and dispatch into due account. Statutory provisions shall apply to the prerequisites and legal consequences of arrears. Force majeure, industrial disputes, unrests, official measures and other unforeseeable, unavoidable and severe incidents shall release the contracting partners from the duties to perform for the duration of the disturbance and to the extent of its effect. This shall also apply if said incidents occur at a time at which the contracting party in question is already in arrears. In such cases, the contracting parties shall adapt their obligations to the changed situation in good faith.

## 3 Liability

Diagrams, drafts, samples, gauges, tools, manufacturing directives etc. which we have provided to Supplier for production of a quotation or performance of an order shall remain our property and may not be used for other purposes, reproduced or made accessible to third parties. After completion of the order, they must be returned to us immediately. The materials, semi-finished or finished products supplied by us in connection with the placement of the order must be kept separate on our behalf free of charge and be marked as our property. Damage, reduction in value or attacks by third parties must be notified to us without delay. The custodian shall be liable to the complete amount and for any degree of culpability for the damage caused by damaging, destruction or loss.

## 4 Advice of Dispatch and Invoice

The information in our orders and order releases shall apply. The invoice showing the invoice number and other allocation references is to be sent to the respective printed mailing address to the attention of the purchasing department; the invoice must not be enclosed with the shipments.

## 5 Notification of defects, warranty

Supplier assures that the goods fulfil our specifications and other requirements such as standards and other documents and shall examine them herefor before dispatch. We shall be entitled to take random samples and to reject the goods completely or to examine them 100% at Supplier's expense and to demand replacement of the parts which are actually defective if the admissible quality thresholds according to our specifications are exceeded, notwithstanding our further claims. Notification of defects (§ 377 German Commercial Code) within 2 weeks of receipt of the goods shall be in good time. We reserve the right to charge the costs of the examination of the replacement delivery in the event of a complaint.

Supplier shall warrant for the term of two years from acceptance. In urgent cases, we shall be entitled to carry out subsequent work following notification to Supplier at the latter's expense and risk, notwithstanding our further claims.

Machines and devices must in any case fulfil the generally acknowledged rules of engineering and the industrial protection and accident prevention directives, as set in particular in DIN standards, ISO standards, VDE directives, CEN directives and other acknowledged technical directives. Supplier shall be liable for the fact that patents or protective rights of third parties are not breached as a result of the delivery and use of the objects offered.

## 6 Prices

Prices shall be formed exclusive of VAT. Prices shall be fixed prices and shall apply franco domicile or the destination stated by us to the extent not agreed to the contrary.

Insurance coverage within the framework of our insurance contract shall exist for transport of machines and devices. Insurance costs may therefore not be charged.

## 7 Packaging costs

Packaging costs shall only be acknowledged if they have been agreed. Packaging charged unjustifiably shall be returned carriage forward, charging the costs incurred.

## 8 Payment

The payment periods begin, even in case of individually altered payment terms, in any case with the date of the invoice receipt, or with the delivery date if the merchandise arrives after the invoice, but under no circumstances prior to the merchandise delivery due date as defined by us. To the extent not agreed to the contrary, payment shall be made with 3% discount within 14 days, with 2% discount within 30 days or net after 60 days.

In case of complaints, without regards to other payment terms, we have the right to delay payment until proper performance.

## 9 Place of performance and place of jurisdiction

Place of performance shall be the destination stated by US, place of jurisdiction our company's headquarters, even in the event of Supplier moving its headquarters abroad or if not being known to us. The law of the Federal Republic of Germany shall apply, ruling out UN law on the international sale of goods. If this is contradicted by mandatory regulations, UN purchase law shall apply.

## 10 General provisions

The contracting parties engage to treat all commercial and technical details which are not publicly known and become known to them through the business relationship confidentially. Technical information, embodied as diagrams, models, templates, samples and similar objects or stored on storage media may not be provided or otherwise made accessible to third parties. Reproduction may only be done within the framework of the operational requirements and the provisions of copyright. Sub-suppliers shall be obligated accordingly.

Advertising with the business relationship to us shall only be permitted for contracting parties with our prior written approval.

Supplier shall be liable for claims resulting from breaches of protective rights and applications for protective rights in the event of contractual use of the objects of delivery. It shall indemnify us and our customers for all claims from the use of such protective rights. However, these provisions shall not apply in cases in which Supplier has produced the objects of delivery according to diagrams, models or descriptions or statements to be equated to them provided by us and does not know or need not know in connection with the products developed by it that protective rights are breached by this. The contracting parties engage to inform one another without delay of risks of breaches and alleged cases of breaches becoming known to them and to give one another the opportunity of counteracting such claims by mutual agreement. Upon request by us, Supplier shall notify use of published and unpublished, own and licensed protective rights and applications for protective rights to the objects of delivery.

If a provision of these terms and the further agreements made is or becomes ineffective, the validity of the remainder of the contract shall not be affected.