

General conditions of purchase of Kerfa GmbH

1. Order processing

(1) The purchaser (Kerfa) can revoke the order if the contractor has not accepted it in writing within 10 days (order confirmation). If the contractor has not confirmed the order within that period, then the order is considered to be accepted in the manner made by the purchaser.

(2) If the order confirmation deviates from the order, the purchaser is only bound if he has agreed to the deviation in writing. In particular, the purchaser is bound to the general conditions of purchase of the contractor only to the extent that they agree with his conditions or he has agreed to them in writing. The acceptance of deliveries or services and payments do not imply agreement.

(3) All agreements, additions or changes occurring between the purchaser and contractor for execution of the order must be made in writing.

2. Production documents

(2) The items to be delivered must conform to purchaser's documents, work standards and technical specifications underlying the contract, and to the applicable laws, regulations, rules and directives, especially VDI and VDE, the DIN standards and other recognised latest rules of technology.

(2) The contractor has to perform quality controls appropriate to the nature and scope and a quality management system in accordance with the latest state of the art and provide them to the client on request.

(3) The production documents given to the contractor will be entrusted to him as the property of the purchaser solely for the purpose of carrying out the orders. The production documents are to be returned to the purchaser free of charge after the termination of the contracts.

(4) Products that have been manufactured in accordance with our design principles, production documents, factory standards and technical specifications, which belong to us or are wholly or partially funded by us, e.g. models, may be delivered to us only. It is prohibited for the contractor to deliver to third parties even after the settlement of the contract.

3. Prices

The agreed prices are fixed prices and exclude any type of subsequent claim. Costs for packaging, transport to the shipping address or point of use specified by the purchaser, customs formalities and customs are included in these prices. The agreement on the place of performance is not affected by the nature of the pricing.

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Geschäftsführung:
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4. Payments

(1) Unless otherwise agreed, payments are due

within 14 days with a 3% discount

or within 30 days with a 2% discount

or within 60 days for net payment.

(2) The payment period starts when the goods or services are completely provided and a properly issued invoice has been received. If the contractor has to make available material tests, inspection records, quality documents or other documents, the receipt of such documents is also a prerequisite for the completeness of delivery and service. A discount is also allowed if the purchaser sets off or withholds payments in a reasonable amount due to defects; the payment period starts after complete elimination of the defects.

(3) If the contractor is a business owner, the purchaser goes into default only if he does not pay upon receiving a reminder from the contractor after the due date of the purchase price.

(4) Payments do not imply recognition of the delivery or service as being compliant with a contract.

5. Invoices

Invoices are to include the purchase order indicators as well as the numbers of each individual item. If this information is missing, invoices cannot be paid. Copies of invoices are to be marked as duplicates.

6. Delivery dates

(1) Punctuality of deliveries or supplementary performances is determined by the receipt at the receiving office specified by the purchaser; punctuality of deliveries with installation or assembly and of services is determined by their acceptance.

(2) In the event of a known delay of a delivery, service or supplementary performance, the purchaser is to be notified immediately and his decision obtained.

(3) If the contractor goes into default, the purchaser is entitled to charge 0.5% for each week or portion of a week but not more than 5% of the total contract amount.

(4) After a reasonable time has expired without result, the purchaser is also entitled to further damages, which can exceed the amount of the actual value of the goods delivered, instead of performance, and to demand rescission. These may include cost of delivery to end customers, production losses and penalties due to late delivery or delayed commissioning, etc.

7. Receiving inspections

- (1) Immediately upon receipt of the deliveries, the purchaser will consider whether they match the quantity and type ordered and whether obvious transport damage or obvious faults are present.
- (2) If the purchaser discovers a deficiency during the above-mentioned inspections, he will report it to the contractor. If the purchaser discovers a deficiency later, he will also report it.
- (3) Notices of defects can be made within a month of delivery or performance or of detection of the defects if the defects are not noticed until operation or processing has begun or the product has started to be used.
- (4) The purchaser is not responsible to the contractor for any inspections beyond those mentioned above.

8. Guarantee

- (1) The contractor guarantees that his deliveries have the contractually assured properties and are free from material and legal defects at the passing of risk and that the value of fitness for customary or contractually required use has not been revoked or reduced.
- (2) The statutory claims to defects are fully available to the purchaser; in any case, the purchaser is entitled to require immediate remedy of defects or delivery of a new defect-free item from the contractor, depending on the purchaser's choice. The right to damages, especially for damages instead of performance, is expressly reserved. The costs of defect elimination or spare-part supply, including all associated costs, are borne by the contractor.
- (3) If the defect is based on the fault of the contractor or if the delivered goods are missing an assured property, the contractor must also make up for damage arising not on the item itself.
- (4) The purchaser is entitled to eliminate defects himself at the contractor's expense in case of imminent danger or special urgency or if the contractor cannot fulfil his guarantee obligations or cannot fulfil them in accordance with the contract.
- (5) The warranty period is 36 months unless expressly agreed otherwise. It begins upon the delivery of the goods to the purchaser or a third party named by the purchaser at the receiving office or point of use specified by the purchaser.

9. Assignment / offset

- (1) Without prior written consent of the purchaser, the contractor cannot assign his contractual claims in part or in whole to any third party.
- (2) The contractor agrees that the purchaser can set off all claims against him, whether recognised or not, to the contractor or can offset the contractor's claims. The same is true for claims that authorise the purchaser, in accordance to a company directive, to collect debts from companies in which the purchaser is directly or indirectly involved.

10. Transfer of contracts to third parties

Transfer of contracts to third parties is not allowed without the written agreement of the purchaser and entitles the purchaser to demand a total or partial rescission from the contract and from damages.

11. Insolvency of the contractor

If the contractor stops his payments, if a provisional liquidator is appointed or if insolvency proceedings are opened concerning the contractor's assets, the purchaser is entitled to rescind or terminate the contract, in part or in whole. In this case, the purchaser can lay claim to the facility available for the continuation of the work or to previously performed deliveries and performances of the contractor in exchange for adequate compensation.

12. Product liability

- (1) The contractor guarantees for himself and his legal successor that the product is free of error with respect to design, production and instruction in accordance with the provisions of the current German product liability law.
- (2) In particular, he is liable for ensuring that according to the state of science and technology at the time of placement on the market, no defects of the product are known, have been detected or must be assumed. The contractor and his legal successor are obliged to observe the product and must immediately inform the purchaser if hazardous properties of the product are later discovered.
- (3) In the event the purchaser makes a claim, the contractor is obliged to hold him non-actionable and harmless. The contractor is obliged to name the manufacturer or importer, at the latest simultaneously with the delivery of the product, on request of the purchaser at any time, and for his part commits his suppliers to the assumption of liability in accordance with the statutory provisions.
- (4) The contractor must ensure sufficient financial security for any legal liability to pay compensation by taking out insurance (e.g. product, professional liability) or in any other appropriate way, and to show this to the client on request.

13. Materials provided

- (1) Materials provided remain the property of the purchaser and are to be stored separately, designated and managed free of charge. They may be used only for contracts of the purchaser. In the case of culpable impairment or loss, the contractor must pay compensation, in which case the contractor also has to be responsible for simple negligence.
- (2) Processing or re-formation of the material is done for the purchaser. He immediately becomes the owner of the new or re-formed item. If this is not possible for legal reasons, then the purchaser and contractor agree that the purchaser will be the owner of the new item at every stage of the processing or

re-formation. The contractor keeps the new item for the purchaser free of charge with the care of an orderly businessman.

14. Code of conduct for the contractor

(1) The contractor is obliged to obey the laws of the applicable legal system(s). In particular, he will not participate actively or passively, directly or indirectly in any form of bribery, breach of the fundamental rights of his employees or child labour.

He is also responsible for the health and safety of his employees in the workplace, observe environmental protection laws and promote and demand compliance with this code of conduct for his suppliers to the best of his ability.

(2) If the contractor culpably violates these obligations, the purchaser is entitled to rescind or terminate the contract without prejudice to any further claims. If it is possible to eliminate the breach of duty, this entitlement may be exercised only after a reasonable period of time for eliminating the violation has expired without result.

15. Property rights / confidentiality

(1) The contractor is liable for ensuring that no third-party rights are violated in connection with his delivery. If a third party makes a claim on us in this regard, the contractor is obliged to exempt us from these claims upon the first written demand.

(2) The contractor's exemption requirement applies to all expenses that necessarily accrue to us from or in connection with the use by a third party. The limitation period is 10 years from the signing of the contract.

(3) The contractor is required to keep confidential the order and all information and documents provided or made known to him in connection with fulfilling the order or occasionally with fulfilling the obligation of the order, and to use it and/or pass it on solely for the purposes of and in the context of the order. This holds particularly for individual technical data and/or applied procedures, calculations and/or prices, pricing agreements or related price discoveries or supply sources.

(4) The contractor is obliged to ensure that all persons employed by him or and all third-party companies and their employees maintain this confidentiality requirement. Inclusion in a reference list is allowed only with the written consent of the client.

(5) All requests and offers of third parties related to this project are to be processed only after prior consultation with the purchaser or with his consent. In particular, the contractor assures the purchaser full and permanent customer protection, including for reserve and spare parts deliveries. Thus, in the context of the project for which this order is made, the contractor refrains from direct submitting any offer to customers without prior consultation with the purchaser. In the event of any breach of this agreement, the contractor is liable for damages to the purchaser.

(6) The contractor agrees not to pass on procedural know-how that he has obtained during the production of specific components belonging to the purchaser.

(7) Similar components that are requested or ordered from third parties are to be offered or produced only in consultation with the purchaser.

16. Place of jurisdiction/applicable law

The place of jurisdiction is the principal office of the purchaser. German law applies.

17. Final clause

(1) If any individual provisions of these conditions are wholly or partially invalid, the remaining provisions shall remain unaffected by these conditions. An ineffective or unimplementable provision is to be replaced by whichever effective and enforceable provision is as close as legally possible to the economic purpose pursued by the parties.

(2) If the conditions of purchase do not contain any regulation, the statutory provisions apply.