

General terms of purchasing

I. General provisions

- 1.) ¹These general terms of purchasing of Gamperl & Hatlapa GmbH as well as the GuH USA Inc. (purchaser) apply exclusively towards entrepreneurs within the meaning of § 14 I BGB [German Civil Code], legal persons under public law as well as public separate estates. ²Contrary or deviating contractual provisions of the supplier are not accepted without express written consent; they are also not accepted by placing an order without contradiction or unreserved acceptance of the delivery while knowing of contrary or deviating conditions of the supplier.
- 2.) ¹All agreements to be made with the supplier must be made in writing. ²A purchasing order of the purchaser to be qualified as offer within the meaning of § 145 BGB can be accepted by the supplier only within the period of time stated in the purchasing order, however at the latest within 2 weeks unless otherwise provided for. ³Offers of the supplier are free of costs for the purchaser.
- 3.) ¹The supplier has to notify any concerns against the service required by the purchaser immediately in writing. ²Without written consent of the purchaser, the supplier is not entitled to have the owed service performed completely or in significant parts by third parties. ³In case of a violation, the purchaser shall be entitled to withdraw from the contract and to assert claims for damages in other respects.

III. Price and payment

- 1.) Unless deviating agreements have been made in writing, the prices shall include VAT to the statutory amount as of the day of invoicing for a delivery 'franco domicile' including all ancillary services and ancillary costs such as packaging, transport, customs clearance or insurance.
- 4.) ¹The invoices of the supplier are to be filed in triplicate with separately shown VAT as well as purchase order indicator and purchase order number for each individual item. ²The invoices become due for payment after complete performance of the contract and due invoicing either within 14 days with 3 % cash discount, within 30 days with 2 % cash discount or within 45 days net. ³The assignment of claims of the supplier is excluded.
- 5.) ¹A reservation of title of the supplier only is valid until the payment of the respective delivery item. ²Prolonged or extended reservations of title of the supplier as well as group or current account reservations are not acknowledged.
- 2.) ¹In case of payments prior to delivery of the delivery item, its transfer is deemed as agreed unless the supplier provided corresponding security. ²Payments prior to maturity do not constitute an acknowledgement of complete performance of the contract by the supplier free of defects.

III. Delivery time, delay in delivery

- 1.) ¹Agreed delivery dates are binding. ²Unless otherwise agreed, the delivery time amounts to 14 days after conclusion of the contract. ³What is authoritative for the compliance with the delivery time is the arrival of the delivery item at the place of performance at the place named by the purchaser. ⁴If a formal acceptance has been agreed, the day when the acceptance has been carried out shall be authoritative.
- 2.) ¹The early delivery is effect at costs and risk of the supplier and is subject to the reservation of cost-free return shipment by the purchaser. ²Any arising storage and other costs are charged to the supplier.
- 3.) The supplier shall be obliged to inform the purchaser immediately if circumstances occur or become recognisable from which results that the delivery time cannot be adhered to.
- 4.) ¹If the supplier does not perform an owed service or if its delivery is in default, the purchaser shall be entitled to the statutory claims. ²The purchaser is especially entitled to claim damages instead of performance and to withdraw from the contract after futile expiry of a reasonable period of time. ³If the purchaser claims damages, the supplier shall be entitled to prove that the violation of duties is not at its fault. ⁴The supplier may only invoke the lack of a necessary cooperation of the purchaser if a written reminder regarding the cooperation was sent setting a period of grace. ⁵Circumstances of force majeure only shall discharge the supplier if these circumstances were notified to the purchaser immediately in writing together with the expected duration of the exceeding of the period of time.
- 5.) ¹If the supplier culpably exceeds the delivery time, a contractual penalty amounting to 0.15 % of the gross total order value, however not more than 5 % of the gross order value, shall be payable for each day of the default in delivery. ²The contractual penalty may be claimed in addition to the performance. ³What remains unaffected is the right of the purchaser to assert damage in excess thereof setting off the contractual penalty. ⁴The contractual penalty can be claimed at the latest within 5 working days after acceptance of the delayed delivery of the supplier.

IV. Shipment and passing of the risk

- 1.) ¹Unless otherwise agreed in writing, the delivery has to be effected at the registered seat of the purchaser as place of performance. ²The risk of accidental loss and the accidental deterioration passes upon handover of the delivery item at the place of performance. ³To the extent that an acceptance has to be made, it shall be authoritative for the passing of the risk.
- 2.) ¹The shipment of each delivery is to be notified by the supplier immediately in writing by means of a dispatch note with the content of the delivery note. ²A protection against damaging of the delivery is to be ensured by means of packaging; the shipment and packaging regulations of the purchaser are to be observed. ³The supplier has to take back packaging material upon purchaser's request.
- 3.) ¹A delivery note stating the date (of issue and shipment), content of the delivery (number, marks and numbers of the packages) as well as purchase order indication (date and number if required) of the purchaser is to be attached to the delivery. ²If the delivery note is missing, if it is incomplete or otherwise incorrect, the purchaser shall not be responsible for arising delays of processing and payment.

V. Liability for defects

- 1.) ¹The purchaser is obliged to examine the delivery within a reasonable period of time for defects unless a formal acceptance has been agreed. ²A notification of defects shall be timely if it is sent to the supplier within a period of 5 working days after delivery or, in case of hidden defects, after their discovery.
- 2.) ¹The purchaser is entitled to the statutory claims based on defects without restriction. ²A defect is especially also given if the service of the supplier deviates from the description of the service or other product description on which the contract is based. ³The purchaser is entitled to claim subsequent performance from the supplier, either by removal of the defect or delivery of an item free of defects. ⁴The purchaser's right to damages, especially instead of performance, remains reserved. ⁵In case of imminent danger or special urgency, the purchaser shall be authorised to carry out the removal of defects itself or have it carried out by third parties at supplier's costs. ⁶Claims of the purchaser towards the supplier from supplier's recourse pursuant to §§ 478, 479 BGB exist correspondingly in case of consequential damage of the purchaser with entrepreneurs within the meaning of § 14 I BGB, legal persons under public law as well as public separate estates.
- 3.) ¹Limitation period after the passing of the risk is the respective statutory limitation period plus a prolongation by 12 months.

VI. Product liability, third-party liability

- 1.) ¹To the extent that the supplier is responsible for a product damage, it has to indemnify the purchaser from claims for damages of third parties including the costs of legal defence upon first request if the cause is within the domain and organisational area of the supplier and the supplier itself is liable vis-à-vis third parties.
- 2.) ¹Within the framework of the liability for cases of damage within the meaning of paragraph 1.), the supplier also is obliged to reimburse possible expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB resulting from or in connection with a product recall carried out by the purchaser. ²Prior to carrying out a product recall, the supplier is to be given the opportunity to comment on this matter. ³The assertion of other statutory claims remains unaffected.
- 3.) ¹The supplier is obliged to maintain a product liability insurance with a blanket coverage amount of €10 million per personal injury/damage to property and to prove it to the purchaser upon request. ²Claims for damages of the purchaser remain unaffected. ³The supplier assigns already now possible claims for compensation under the insurance to the purchaser. ⁴The purchaser herewith accepts the assignment.
- 4.) ¹The supplier is obliged to carry out continuous quality assurance corresponding to the current state-of-the-art. ²Content and extent of the quality assurance is to be proven to the purchaser upon request.

VII. Material provisions

- 1.) ¹Provisions of material and tools remain the property of the purchaser, are to be marked by the supplier as such property of the purchaser, are to be stored separately from its own material and tools and only to be used for purposes of the purchaser. ²The liability for damage to or loss of the provisions is upon the supplier; the supplier has to ensure the sufficient insurance coverage at the reinstatement value and assigns the claims for compensation under the assurance to the purchaser already now. ³The purchaser herewith accepts the

assignment.

- 2.) ¹Processings or mixtures of the provision by the supplier are carried out for the purchaser. ²In case of processing of objects not owned by the purchaser, the purchaser shall acquire the co-ownership in the new item in the proportion of the value of the provision (purchasing prices plus sales tax) to the other processed objects (purchasing prices plus sales tax) as of the time of processing. ³In case of inseparable mixture with objects not owned by the purchaser, the purchaser shall acquire the co-ownership in the new item in the proportion of the value of the provision (purchasing prices plus sales tax) to the other mixed objects (purchasing prices plus sales tax) as of the time of mixture. ⁴If in case of processing of mixture the item of the supplier is to be considered as main item, the supplier shall transfer to the purchaser the proportionate co-ownership. ⁵The supplier holds in custody the sole or co-owned property for the purchaser with due care until the delivery.
- 3.) ¹The supplier is obliged to properly carry out the required maintenance and inspection works as well as all service and repair works of the provided tools at own costs. ²Incidents are to be notified to the purchaser immediately.
- 4.) If the security interests to which the purchaser is entitled pursuant to paragraph 2.) exceed the price agreed under the contract but not yet paid by the purchaser including sales tax by more than 10 %, the purchaser has to declare a corresponding release at its discretion upon supplier's request.

VIII. Licenses

- 1.) ¹To the extent that the use or other utilisation of the service of the supplier requires the granting of rights of use (licenses), they shall be transferred to the purchaser with the delivery without surcharge. ²The rights of use can be transferred by the purchaser in case of resale. ³The supplier is liable towards the purchaser for the existence, the transferability and the enforceability of the rights of use regardless of fault.
- 2.) ¹The supplier has to guarantee to the purchaser regardless of fault that no rights of third parties are infringed by its service. ²In case of claims against the purchaser being asserted by third parties due to an alleged infringement of a right, the supplier shall be obliged to indemnify the purchaser or its customers of the service in question from such claims upon first request. ³The supplier's duty to indemnify relates to all expenses which necessarily occur from or in connection with the assertion of a claim by a third party due to an alleged infringement of a right. ⁴The limitation period for the obligation to guarantee and indemnify of the supplier amounts to 10 years, calculated as of conclusion of the contract.

VII. Obligation to maintain secrecy

- 1.) ¹The purchaser reserves the ownership and copyrights in all illustrations, drawings, samples, cost estimates as well as all other tangible and intangible documents and information—even in electronic form. ²They may be used only for the purpose intended by the purchaser, may not be reproduced or made accessible to third parties without express written consent and are to be returned after handling of the purchaser order without request.
- 2.) All documents and information are to be kept secret even after complete settlement of the contract unless generally known, obvious information is concerned.

IX. Applicable law, place of performance, place of jurisdiction

- 3.) Exclusively the law of the Federal Republic of Germany under exclusion of the UN Sales Convention applies.
- 4.) ¹The registered seat of the purchaser shall be the place of performance, unless otherwise agreed in writing. ²If the supplier is an entrepreneur within the meaning of § 14 BGB, a legal person under public law or a public separate estate, the registered seat of the purchaser shall also be exclusive place of jurisdiction. ³However, the purchaser is entitled to sue the supplier also at its registered seat.

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