

General Purchasing Conditions of Fette Compacting GmbH (version 01/2010)

1. For our orders the following General Purchasing Conditions apply. We explicitly reject any contradictory general terms and conditions of the supplier. Any deviations within the order confirmation are only valid if they have been explicitly accepted by us in writing. Order fulfillment is considered as an acceptance of these terms of purchase. Orders, order confirmations and delivery schedules must be in writing. This also applies to modifications and amendments.

Orders must be confirmed without delay. The prices specified in the order are always fixed prices.

No costs must be incurred by us for offers and the provision of samples. Drawings, drafts, models, samples, manufacturing specifications etc. that we have provided to the supplier for the purpose of making an offer or processing an order remain our property and may not be used for any other purposes, duplicated or disclosed to third parties.

2. The agreed delivery periods and dates are binding. Delivery periods start with the placement of the order. Any delays must be notified to us without delay stating the reasons. Relevant for meeting the delivery period or date is the receipt of goods at our premises and, for services, the day work is completed. The supplier is liable to pay damages for delays.

We have the right to refuse the acceptance of goods delivered prior to the agreed delivery date and to return the goods delivered early at the expense and risk of the supplier or to store them with third parties.

- 3.1 Unless agreed otherwise, the deliveries are without charge for freight and packaging to us. The transport risk is always borne by the supplier. The notice of receipt only acknowledges the receipt of the goods, not correct fulfillment.
- 3.2 All dispatches must be accompanied by a packing slip and delivery note stating our order details, such as supplier number, order number, item number and item name. Partial deliveries must be marked as such, specifying the remaining quantities still to be delivered.
4. If due to force majeure, strike or lockout we are prevented from or impeded in meeting our contractual obligations, we can nullify the contract in full or in parts or demand its fulfillment at a later date without any claims against us resulting for the client on account of this. If the fulfillment of the order is unreasonable for the client in such cases, he has the right of cancellation.
5. We will notify the supplier of any defects without delay in writing as soon as they are detected in the course of ordinary business processes. The supplier waives the objection of a delayed notification of defects. Nor does the notice of receipt count as an acceptance that the goods are free from defects. In case defects are found during random sampling we have the rights to warranties and damage claims for the whole delivery.

We have the exclusive right to choose between a correction of the defects or a new manufacture (new performance). In case of a repair the repair is considered unsuccessful after a first unsuccessful repair attempt.

6. Warranties towards third parties are subject to statutory rules. In urgent cases we have, without prejudice to our remaining claims, the right after notifying the supplier to repair defects at his expense and risk.
7. If damage arises to us and / or our customers due to a defective delivery or service, the supplier is liable to pay damages. The supplier, being not only an intermediary, is also responsible for defects in his deliveries and services if not at fault himself.

The supplier has unlimited liability for the procurement of the deliveries / services and the necessary subcontracted deliveries and services - even if not at fault himself.

8. The agreed payment due dates move in line with any delayed delivery or service. We have the right to demand interest on any of our down payments for the duration of the delay at a rate of 8 percent above the respective base rate of the European Central Bank.

9. Invoices must be sent to us in duplicate by mail, separate from the delivery, specifying the order data. Payment periods start with the day of the receipt of the invoice, however, no earlier than the acceptance of the service or the receipt of the delivery.

Payment is as agreed, otherwise within 14 days after delivery or acceptance of the total performance at a 3% discount or within 30 days net.

Without our prior written approval the supplier is not entitled to transfer his claims or have them collected by third parties. We may not withhold the approval without good reason.

10. We may assert a forfeited contractual penalty up to the final invoice or final payment. We do not need to state any limiting conditions already during the acceptance of the fulfillment.
11. The contracting parties commit to treat all commercial and technical matters with which they become acquainted during the business relationship as business secret, unless they are commonly known. The business relationship with ourselves may only be referred to in the supplier's advertising material if we have agreed to it in writing. Any means of production produced at our expense or provided by us, such as drawings, models, samples, templates, die plates etc., may not be used for deliveries and services to third parties or the supplier's own purposes.
12. The supplier is liable for claims arising due to a violation of trademarks or trademark applications during the contractual use of his deliveries or services. He indemnifies us and our customers against any such claims. We commit to inform the supplier without delay of any violation risks and alleged violations we come to know and to give him the opportunity to jointly oppose such claims.
13. Should the supplier discontinue his payments or insolvency proceedings against his assets or judicial or extra-judicial composition proceedings are applied for, we have the right to cancel the still unfulfilled portion of the contract.
14. If any provision of these terms and the additional agreements entered into is or becomes invalid, this does not affect the validity of the remaining provisions or the validity of the agreement based on it.
15. In addition to these general purchasing conditions the relevant statutory provisions apply. The law of the Federal Republic of Germany is exclusively applicable. The use of the Uniform Law on the Sale of Goods of the Hague Sales Convention is precluded.
16. The place of fulfillment for deliveries and services is the final destination.

The place of jurisdiction is our company registered office location. We also have the right to sue at the company registered office location of the supplier.