

**GENERAL PURCHASE CONDITIONS  
SCHÜLKE & MAYR GMBH  
22840 NORDERSTEDT**

**1. Scope**

These General Purchase Conditions ("GPC") shall apply to deliveries and services of the Supplier, unless otherwise agreed. Other general standard terms and conditions of the Supplier shall not apply even if they are not expressly objected to in an individual case or if ordered goods/services have been accepted without reservation.

Our GPC shall also apply to all future business with the Supplier.

**2. Conclusion of contract**

With the conclusion of the purchase contract, of which our GPC also form a part, all agreements which relate to the object of the purchase contract are recorded between us and the Supplier.

**3. Offers**

Offers are to be submitted non-binding for us and free of charge.

The Supplier must comply with our enquiry/bid invitation in the offers with regard to quantity, condition and design and expressly point this out in the event of deviations.

A purchase contract will be concluded only if we accept an offer within 14 days in writing, if not agreed otherwise orally/by phone.

**4. Prices**

The price shown in our order is binding.

Subsequent claims of all kinds are excluded unless we placed an order for a change.

All prices exclude statutory VAT.

**5. Passing of risk, shipment, documents**

The risk of all deterioration including the accidental loss of the goods shall be borne by the Supplier until the delivery at the agreed place of receipt or use. If a formal acceptance is required the risk shall pass to us together with the acceptance.

With delivery of the goods at the agreed place of receipt or use a delivery note will be enclosed with the shipment from which our order number, the ordered quantity, our material number as well as our material designation can be derived.

The Supplier shall ensure the proper packaging. He must pack, label and ship hazardous products and goods according to the applicable provisions. The Supplier shall be liable for damages and assume the costs which are incurred through the non-compliance with this regulation.

The Supplier is only entitled to make partial deliveries if we have approved these.

**6. Receipt of invoice, payment and default of payment**

Invoices are to be sent to our accounts payable department in duplicate.

We shall pay, if not otherwise agreed, after delivery/acceptance and receipt of the invoice within 14 days with 2% cash discount or within 30 days net.

With delivery before the agreed delivery date we reserve the right to make the payment based on the agreed delivery date.

The settlement of an invoice does not mean a waiver of a report of a defect with regard to the invoiced deliveries. We are entitled to claims for offsetting and retention to the statutory extent.

The Supplier is entitled to assert interest on default as a maximum in the amount of the statutory regulation in case of default of payment.

**7. Delivery time**

The delivery date stated in the order is binding. The delivery date is deemed observed if the Supplier makes the goods available to us at the agreed time at the agreed place in the agreed condition.

The Supplier undertakes to inform us immediately in writing by stating the reasons and the duration of the delay if circumstances occur or of which he becomes aware from which it can be seen that the agreed delivery time cannot be observed.

In the event of the delay in delivery we shall be entitled to the statutory claims in full.

**8. Defects of quality and title**

The Supplier undertakes and guarantees to deliver the goods both free of defects of title (§ 435 BGB [Civil Code]) as well as free of defects of quality (§ 434 BGB).

The goods shall be deemed free of defects of quality if they comply with the jointly passed guarantees of condition and durability (e.g. specifications raw materials, delivery specifications, technical specifications, requirements specifications, performance specifications).

In any event, the Supplier undertakes and guarantees that the goods comply with all valid safety technical requirements, the environmental, industrial safety and accident prevention regulations, the statutory and official provisions, are free of material and production faults, satisfy the agreed functions in full and have no faults, which revoke or reduce the value or the usability at the customary use or the use presumed according to the contract.

The Supplier represents and guarantees that no third party rights are infringed by and in connection with its supply. If we are exposed to third party claims the Supplier will indemnify us from such claims on first demand.

**9. Investigation of defects and limitation of claims for defects**

We may inspect the goods by way of generally accepted sampling procedure in the ordinary course of business. The Supplier renounces objection to delayed complaints as long as he will be informed immediately about the apparent defects found and in case of a hidden defect immediately on its discovery. A period of notice of 5 workdays is available to us for the reporting of defects, false deliveries or faults in quantities, insofar as not otherwise agreed.

We can report defects, which are only determined when the goods are processed or put into operation, to the Supplier after they are discovered still in order to safeguard our rights.

The statute of limitations is 24 months, beginning from the passing of risk according to Point 5.

If a defect is discovered when inspecting the goods and therefore an inspection which exceeds the customary extent of the inspection of the goods according to § 377 HGB is necessary then we are entitled to invoice the thus incurred costs to the Supplier.

**10. Damages**

We shall be entitled to the statutory claims for defects (§§ 437 BGB ff) in full. In the event of the subsequent performance the Supplier undertakes to bear all expenses which are necessary for the purpose of subsequent performance.

The right to damages, in particular that to "damages instead of performance", remains expressly reserved.

Both contractual partners are entitled to provide the proof that no damages and/or reduction in value were incurred at all or were essentially lower than reported.

**11. Liability and insurance**

If the Supplier has assumed a guarantee for condition and durability (specifications raw materials, delivery specifications, technical specifications, requirements specifications, performance specifications) an exclusion or a restriction to the liability shall be invalid according to § 444 BGB. We expressly point out that our damages can be substantially higher than the value of the faulty goods.

The Supplier must take out sufficient liability insurance at his costs for possible damages which are connected with the owed delivery or service and which were caused by him, his personnel or subcontractors.

**12. Reservation of title**

We acknowledge the simple reservation of title of the Supplier under the condition that we may process, mix, connect and sell the delivered goods within the framework of our ordinary business operation. We do not acknowledge extensions to the simple reservation of title.

**13. Product liability**

Insofar as the Supplier is responsible for damages to our products, he undertakes to indemnify us insofar from claims for damages of third parties at first request in case the cause is within his field of control and organisation and he is personally liable in the external relationship.

Within this framework the Supplier also undertakes to reimburse possible expenses according to §§ 683, 670 BGB or according to § 830, § 840, § 426 BGB, which are incurred from or in connection with a recall action carried out by us. We shall inform the Supplier – insofar as possible and reasonable – about the contents and scope of the recall measures which are to be carried out and give him the opportunity to make a statement.

**14. Non-disclosure clause**

We reserve the property rights and copyrights to diagrams, calculations and other documents. They may not be made accessible to third parties without our express written consent. They are exclusively to be used for the production based on our order. They are to be returned to us without request after the order has been processed. They are to be kept secret from third parties.

**15. Execution of the order through third parties**

The Supplier is not entitled to satisfy the order or essential parts of the order through third parties without our prior written consent.

**16. Place of jurisdiction, place of performance, applicable law**

The place of jurisdiction is Hamburg. The place of performance of the delivery is the place of receipt or use. The place of performance for the payment is the head office of the Supplier. German law – excluding CISG - shall apply.

**17. Notification about data storage**

We hereby inform the person(s) concerned that personal data of the person(s) concerned are saved – insofar as permitted according to the Federal Data Protection Act (BDSG).

**18. Advertising material**

The Supplier is only entitled to advertise the existing business relationship or our products with our written consent.