

General conditions of purchase of LEIS Polytechnik polymere Werkstoffe GmbH

I. Scope

1. The following terms and conditions of purchase shall apply to our orders unless something different has been expressly agreed in writing. Supplier's terms and conditions of purchase that conflict with or vary from our terms and conditions shall not be approved.
2. Our terms and conditions of purchase shall also apply to all future business with the supplier, even if they have not been expressly agreed again. Our terms and conditions of purchase shall be considered to have been accepted at the latest with the execution of the first delivery.

II. Orders, order confirmations, samples

1. An order shall only be considered as placed when it has been drafted in writing and signed. Orders placed orally or by telephone shall only be binding on us if we have confirmed them by subsequent transmission of a written order.
2. In the case of obvious errors, spelling and calculation mistakes in the documents, drawings and plans there shall be no obligation on us. The supplier shall be obliged to make us aware of such errors so that our order may be corrected and renewed.
3. For organisational reasons each order (instruction) must be confirmed in writing within 14 days by the supplier, otherwise we shall be entitled to cancel. The order confirmations must, except that of the order form, contain the agreed prices and discounts and also the binding delivery times.
4. Variations in quantity and quality from the text and content of our order shall only be considered as agreed if we have expressly confirmed them in writing. The same shall apply to future amendments to the contract.

III. Prices

Unless something different has been expressly laid down the agreed prices are fixed prices unless the supplier has reduced his relevant prices across the board. The supplier shall not grant us less favourable prices than other customers if and to the extent that the latter are offering him similar or equivalent conditions in the specific case.

IV. Dispatch | Risk assumption

1. The delivery including packing shall be carried out at the expense of the supplier free of charges to the receiving location stated by us. Stamp fees for goods turnover and delivery documents, customs and other public duties are to be imposed, to the extent that the legal regulations permit it, on the suppliers.
2. If exceptionally we have to bear the cost of the freight, the suppliers must choose the type of carriage prescribed by us, otherwise the type of carriage and delivery that is the most favourable for us.
3. The risk is only transferred to us with the acceptance by our receiving location.

V. Documentation

The whole of the correspondence relating to our order, including, delivery notes, invoices, freight documents etc. must display all order data. The supplier shall be liable for the consequences of any false declarations.

VI. Invoicing and payment

1. We request invoices in duplicate. The invoice settlement will be carried out as follows: payment within 8 days less 3 % discount or within 14 days less 2 % discount or 30 days net. Differing conditions shall require a special agreement.
2. Under the requirements stated in No. VIII for the invoice settlement we shall only acknowledge the quantity and weight that has been determined by our incoming delivery inspection.
3. Invoices for goods that contrary to our specifications reached delivery earlier shall, while taking into account the agreed discount deductions, not be settled until the date that is determined from the payment terms quoted in paragraph 1 taking into account the delivery time given in the purchase order.
4. Claims by the supplier against us may only be ceded to third parties with our consent. Payment shall be effected exclusively to the supplier.

VII. Transfer of title | Retention of title

1. In principle the ownership of the supplied objects is transferred to us at the time of delivery. If the supplier has made an agreement in an individual contract for a simple retention of title, the ownership is transferred to us as soon as we have paid the purchase price for the goods actually delivered. Any further form of enhancement or extension of the retention of title shall require our prior written consent.

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2. If we provide material to the supplier's premises we shall retain ownership of it. Processing and/or redesigning by the supplier are to be carried out for us. In the event of processing or commingling we shall acquire co-ownership of the new object in the proportion of the value of our object to the other processed objects at the time of the processing.

3. Material provided is to be stored as such separately and must also only be used for our orders. In the case of decrease in value or loss the supplier shall be liable even when not at fault. The supplier is to store these objects for us; expenses for the storage of the objects and materials belonging to us are included in the purchase price.

VIII. Obligation to notify about defects | Pre-shipment goods inspection

1. Purchase takes place subject to inspection for correctness and fitness. We shall be obliged to check the goods within an appropriate period for quality and quantity variations. Notification of defects will have been carried out in good time to the extent that it arrives at the supplier's within a period of 10 working days from the arrival of the goods. Defects that cannot be determined even with careful inspection within this period are to be notified to the supplier in writing without delay after discovery. Excepted from this obligation to notify defects are obvious short deliveries that are for example visible from the delivery notes, invoices, communications etc.

2. If as a consequence of defective delivery a total inspection exceeding the usual degree of the incoming goods inspection becomes necessary the supplier shall bear the additional costs caused by this.

3. The supplier must carry out a quality assurance that is suitable in type and scope and corresponds to the latest state of the art of technology and provide evidence of this on demand. He is to make a corresponding quality assurance agreement with us to the extent that we consider this necessary.

IX. Warranty

1. The supplier shall guarantee that our order is carried out in a professional and proper manner in accordance with the current state of the art of technology. We shall be entitled to statutory warranty claims without deduction. Irrespective of that, we shall be entitled to demand at our choice rectification of the defect or replacement delivery by the supplier. In this case the supplier shall bear the costs necessary for the purpose of the defect rectification or replacement delivery. The right to damages shall remain reserved.

2. If the supplier defaults in the rectification of the defects we shall be entitled to remedy the defects ourselves at the expense and risk of the supplier. The same shall apply to the case where defect rectification must be carried out without delay to avoid further damage.

3. If defective goods are repeatedly supplied by the supplier we shall, after setting an appropriate additional period with threat of refusal to accept the performance, be entitled to withdraw from the contract.

X. Manufacturer's liability

If claims are made against us because of violation of official safety precautions or because of domestic or foreign product liability regulations or laws because of the defectiveness of our product that was caused by a commodity of the supplier, we shall be entitled to demand from the supplier at our choice either compensation for this damage or indemnity to the extent that the damage was caused by the products supplied by the supplier. This damage also includes the costs of any necessary recall action.

XI. Trade secrets

The suppliers shall be obliged to treat all our orders and all commercial and technical details connected with them as trade secrets.

XI. Trademark rights

The supplier shall be legally responsible for ensuring that no patents or other trademark rights are infringed through his delivery and its exploitation by us. He shall indemnify us and our customers from all claims from the use of such trademark rights. This shall not apply to the extent that the supplier has manufactured the commodity supplied in accordance with drawings, models or other descriptions or specifications equalling these supplied by us and does not know or in connection with products manufactured by him cannot know that trademark rights are being infringed by that.

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XI. Delivery dates | Delays in delivery

1. The agreed delivery dates are binding. The deciding factor for the observance of the delivery date is the arrival of the goods at the receiving or application location. If the supplier realises that an agreed date cannot be met for whatever reason, he must inform us of this in writing without delay giving details of the reasons and the expected duration of the delay.
2. The supplier is in default in accordance with section 284 subsection 1, subsection 2 BGB [German Civil Code]. The agreed delivery date on the purchase orders shall apply for the performance in accordance with the time determined by the calendar within the meaning of section 284 subsection 2 BGB.
3. If the agreed delivery date cannot be met for a reason for which the supplier is not responsible, we shall, after the unfruitful expiry of an appropriate grace period with threat of refusal of performance, be entitled at our choice either to claim damages for non-fulfilment or withdraw from the contract.
4. In the event of delay in delivery we shall be entitled to demand a blanket delay compensation to the amount of 1 % of the value of the delivery per completed week, however not more than 5 %. Further legal claims shall be reserved. The supplier shall have the right to demonstrate to us that no or insignificantly lower damage has resulted as a consequence of the delay. The lump sum will then be reduced accordingly.
5. We shall not be obliged to accept delivery before the expiry of the delivery date. In the case of deliveries earlier than agreed we reserve the right to return at the expense of the supplier. If no return takes place in the case of delivery ahead of schedule the goods will be stored on our premises until the delivery date at the expense and risk of the supplier.
6. Partial deliveries will only be accepted by us by express prior arrangement. In the case of agreed partial deliveries the remaining amount left is to be documented in writing.

XIV. Force majeure

1. Force majeure (e.g. war, civil war, export restrictions or trade restrictions because of a change in the political circumstances), and also strikes, lock-outs, disruptions in operations, restrictions in operations and similar events shall suspend the contractual obligations of the parties for the duration of the disruption and in the scope of its effect. The contracting partners are obliged within the limits of what is reasonable to give the necessary information without delay and to adjust their undertakings to the changed circumstances in good faith.
2. In the event of the impediments to performance in accordance with paragraph 1) we shall be entitled to withdraw from the contract with respect to the affected scope of performance to the extent that the delays exceed the period of 6 weeks and the delivery | performance – taking account of the economic points of view – is no longer viable for us.

XV. General provisions

1. The place of fulfilment and jurisdiction for all lawsuits in connection with this contract is our place of business if the buyer is a registered mercantile trader within the meaning of section 38 subsection 1 ZPO [Code of Civil Procedure]. We shall however also be entitled to sue the supplier at his place of business.
2. For these terms and conditions of business and the entire legal relations between the supplier and us the law of the Federal Republic of Germany shall apply even if the latter has his head office abroad.
3. If one provision in these terms and conditions of business or one provision within the scope of other agreements should be or become ineffective, the effectiveness of all the other provisions or agreements shall not be affected.

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