

Conditions of purchase

1. General and scope

1.1 Our Conditions of Purchase have exclusive validity; we do not accept conditions set by the Supplier that conflict with or deviate from our Conditions of Purchase unless we have agreed to their validity expressly in writing. Our Conditions of Purchase are still valid if we unreservedly accept the Supplier's delivery knowing that the Supplier's conditions conflict with or deviate from our Conditions of Purchase. Our Conditions of Purchase are also valid for all future orders placed with the Supplier.

1.2 Our Conditions of Purchase only apply for enterprises in the sense of Section 310(1) of the German Civil Code.

2. Offer and documents

2.1 The Supplier is obligated to accept our order and confirm it in writing without delay within three days of receipt.

2.2 We reserve copyright and ownership rights for figures, drawings, calculations and other documents; these may not be made accessible to third parties without our express consent in writing. They are to be used solely for manufacture on the basis of our order (and any other subsequent orders); after the orders have been fulfilled, the Supplier is required to return the documents without delay upon our written request and to delete any digital copies unless the Supplier is subject to any statutory retention requirements. The Supplier has no right of retention regarding these documents. These documents must not be disclosed to third parties, even if no delivery agreement is concluded.

2.3 Our orders are only considered binding to us and an offer in accordance with Section 145 of the German Civil Code when in writing.

2.4 If the binding offer of the Supplier in accordance with Section 145 of the German Civil Code is based on a non-binding enquiry submitted by us, the offer of the Supplier must correspond to the non-binding enquiry; any deviations must be highlighted in the written offer.

2.5 Part performance is only permitted if this has been expressly agreed in our orders.

3. Prices and terms of payment

3.1 The agreed prices cover all of the work which the Supplier is required to perform in order to meet its delivery and performance obligations. In the event of successive delivery agreements, the Supplier is obliged to pass on reductions in the price of the material required for production and/or in the market for equivalent goods which occurred between the time of the order and the delivery to Blickle.

3.2 The price specified in the order is binding. Unless agreed otherwise in writing, the price includes delivery "free to recipient or free to delivery location" and packaging. Packaging will only be returned if specifically agreed in writing.

3.3 The agreed prices are net prices plus statutory VAT, which must be indicated separately on the invoice.

3.4 Payments are due either with a 3% discount within 14 days of the receipt of the goods and invoice or in full within 30 days of the receipt of the goods and invoice.

3.5 We are entitled to exercise our statutory rights of set-off and retention.

4. Delivery, delivery period and delays

4.1 The delivery comprises all of the parts listed in the order and the necessary technical and service documentation.

4.2 The Supplier is obliged to inform us promptly in writing if a delivery is no longer possible so that a final disposition can be reached.

4.3 The delivery period specified in the order is binding. Early/partial deliveries are only permitted with our written consent if a corresponding value date is set.

We are entitled to change the agreed delivery dates at our discretion with a notice period of two weeks.

4.4 Whether or not the agreed delivery period has been complied with will be based on the time at which the delivery is made to the agreed delivery location.

4.5 We reserve the right to exercise our statutory rights in the event of a delivery being delayed. We are entitled to demand compensation and withdrawal from the agreement instead of performance upon the unsuccessful expiry of an appropriate grace period. If we demand compensation, the Supplier is entitled to demonstrate that they were not responsible for the delay. Claims for damages and other compensation claims may still be made even if the delayed delivery or service is accepted without reservation.

5. Delivery with replacement parts

The Supplier is obliged to fulfil orders for replacement parts for a minimum period of seven years following the final delivery for mass production

6. Transfer of risk, documents, transport entrance

6.1 Unless agreed otherwise in writing, the delivery must be made "free to recipient" or "free to another agreed delivery location".

6.2 The Supplier must include our exact order number on all shipping papers and delivery notes; if they do not, we will not be held responsible for any ensuing processing delays.

6.3 The transport risk is borne by the Supplier, even if we assume liability for the cost of the transport and any insurance policies.

7. Retention of title

7.1 The Supplier has no right of retention other than the simple retention of title.

7.2 The parts and documents which we provide for production purposes will remain our property. Materials are processed and parts are assembled on our behalf. The Supplier will grant us joint ownership of the items produced using our parts and our equipment to a value equivalent to the proportion of the value of the provided materials relative to the produced item.

8. Quality and documentation

8.1 The Supplier guarantees that the quality of the product will meet the state of the art based on the relevant technical standards and statutory regulations.

8.2 The Supplier must inform us in good time of any possible changes, improvements and developments to the item or items to be supplied. The main technical differences between the previous and the new design of the item or items to be supplied must be highlighted in writing.

8.3 Our prior written consent is required for any change to the item or items to be supplied. The Supplier must indicate in writing the first delivery after a change is made.

8.4 The Supplier will test the ordered items in accordance with the tests, testing methods and testing equipment prescribed by us and prepare corresponding test reports. The test reports must be retained for at least eight years following receipt of the final delivery and the final invoice from the Supplier and must be provided to us upon request.

8.5 We are entitled to review the control and test documentation of the Supplier at any time. We are also entitled to review the production process and highlight any deficiencies in production. This must be done with a notice period of one week. The Supplier may only refuse to allow us to review the control and test documentation or review the production process if justified.

9. Notification of defects, liability for defects

9.1 We are obliged to inspect the delivery for any quality and quantity issues within an appropriate period of receipt. Notification of defects will be considered to have been provided in time if the Supplier is informed within two weeks of the receipt of the delivery or, in the case of concealed defects, from the time that they are discovered.

If the delivery can be inspected on the basis of AQL values, we are entitled to perform the inspection of the received goods in accordance with the standardised values of the AQL list. If a nonconforming fraction is identified which is above the relevant AQL value, we are entitled at our discretion to either inspect the entire delivery at the expense of the Supplier after informing the Supplier in advance or to return this delivery to the Supplier at its expense.

9.2 We will retain all statutory rights in respect to defects; we are entitled to demand that the Supplier rectify the defects or deliver a new item

at our discretion. We reserve the right to demand compensation for damages, in particular compensation for damages instead of performance.

9.3 We are entitled to rectify the defects ourselves at the expense of the Supplier if the Supplier fails to rectify the defect in good time.

9.4 The limitation period for defects is 24 months from the point that the delivered item is used by our end consumer, up to a maximum of 30 months from the point that risk is transferred unless the binding provisions of Sections 478 and 479 of the German Civil Code apply.

9.5 Any delivered items which are the subject of a complaint will be returned at the expense and risk of the Supplier, regardless of the location of the defective delivered item/items.

10. Product liability, indemnity, liability insurance

10.1 The Supplier must perform all checks for the items which it supplies or manufactures; the Supplier is responsible for ensuring that the delivered item is free of defects.

10.2 If the Supplier is responsible for a product liability claim, the Supplier is obliged to indemnify us against the compensation claims of third parties upon request, provided the cause of the product liability claim is within its domain and organisational remit and the Supplier is liable vis-à-vis external parties.

10.3 In terms of its liability for claims, the Supplier is also obliged to provide compensation for any expenses in accordance with Sections 683, 670, 830, 840 or 426 of the German Civil Code arising from or in conjunction with any recall performed by us. The content and extent of the recall measures to be performed will be provided to the Supplier if possible and appropriate, and the Supplier will be provided an opportunity to respond. This will not affect any other statutory rights to which we are entitled.

10.4 The Supplier will maintain a product liability insurance policy with an appropriate level of cover per personal injury/material damage claim; we reserve the right to make any further compensation claims to which we are entitled. Evidence that a product liability insurance policy has been concluded must be provided without delay upon request.

11. Provided materials, samples, drawings, manufacturing equipment

11.1 If we provide additional documents and manufacturing equipment of any type to the Supplier which go beyond the documents listed in 2.2, clause 2.2 will also apply to any additional documents which are provided.

11.2 The Supplier must insure all manufacturing equipment, parts and materials which are provided, including the objects manufactured using the aforementioned, against loss, damage and theft. The Supplier has already assigned, to the

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fullest extent permitted by law, its entitlement to the payment of insurance payments vis-à-vis the insurer without the possibility of revocation, assuming acceptance on our part to the value of these items or the allocated proportion of the shared ownership as per 8.2.

12. Property rights

12.1 The Supplier guarantees that no third party rights will be violated by its delivery.

12.2 If a claim is made against us by a third party as a result, the Supplier is obliged to indemnify us in writing against these claims upon our first request; we are not entitled to make agreements with the third party without the consent of the Supplier, particularly a settlement.

12.3 The obligation of the Supplier to indemnify us relates to all expenses which we incur or which arise in conjunction with third party claims.

13. Court of jurisdiction, applicable legal system, place of performance

13.1 If the Supplier is a trader, our registered office in 72348 Rosenfeld is the court of jurisdiction for all legal disputes involving economic interests arising from this agreement. This also applies for any competing tort claims. However, we are entitled to make these claims against the Supplier at the court with jurisdiction over its place of residence/place of business.

13.2 The legal system of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

13.3 Unless agreed otherwise between the parties, the place of performance is our registered office in 72348 Rosenfeld.

Last updated: January 2020