

GREIPL group - General Terms and Conditions of Purchase

I. GENERAL - SCOPE

1. Our Terms and Conditions of Purchase apply exclusively; we shall not recognise terms and conditions of the supplier that oppose or deviate from our Terms and Conditions of Purchase unless we have explicitly confirmed their applicability in writing. Our Terms and Conditions of Purchase also apply in the event that we accept the supplier's delivery without reservation in knowledge of the supplier's terms and conditions that oppose or deviate from our Terms and Conditions of Purchase.
2. All arrangements made between us and the supplier of this contract shall be set down in writing.
3. Our Terms and Conditions of Purchase shall only apply to contractors pursuant to § 310 1 of the German Civil Code (BGB).
4. Our Terms and Conditions of Purchase are also applicable for all future business with the supplier.

II. ORDERS

1. The supplier is obligated to accept our orders in writing within a deadline of 3 working days.
2. We shall retain ownership and copyright of all illustrations, drawings, calculations and other documents; these shall not be made available to third parties without our express written consent. They shall be used exclusively for the manufacturing required to process our order. They must maintain confidentiality vis-à-vis third parties; the regulation of § 9 Abs shall also apply in this respect. (4).

III. PRICES - TERMS OF PAYMENT

1. The price specified in the order shall be binding. Unless otherwise agreed in writing, the price shall include free delivery including packaging.
2. In accordance with the provisions stated in our order, we shall only process invoices if they contain the order number contained therein. The supplier shall be responsible for any consequences as a result of non-adherence to this obligation unless he proves that he was not responsible for this
3. Unless otherwise agreed in writing, we shall pay the purchase price within 30 days from delivery and receipt of invoice at a 3% discount or within 90 days net.
4. We may exercise rights of set-off and retention to the extent allowable under law.

IV. DELIVERY TIME

1. The delivery time stated in the order shall be binding.

2. The supplier is obligated to inform us immediately in writing if and when circumstances occur or become discernible to it which means that it will not be possible to comply with the agreed delivery time.
3. In the event of a delay to delivery, we shall be entitled to make statutory claims. In particular, we are entitled to demand compensation in lieu of service and withdrawal once an appropriate grace period has passed to no avail. In the event that we claim damages, the supplier has the right to prove to us that he is not responsible for the breach of duty.

V. TRANSFER OF RISK - DOCUMENTS

1. The delivery must take place DDP goods received (according to Incoterms 2010 ICC).
2. The supplier is obliged to enter our order number on all shipping documents and delivery notes; if he omits this, we are not responsible for delays in processing.

VI. INVESTIGATION OF DEFECTS - LIABILITY FOR DEFECTS

1. We are obligated to inspect the goods for clear deviations in quality and quantity within an appropriate period of time; the complaint shall be deemed on time provided that it is received by the supplier within 8 working days, calculated from the receipt of goods or, in the case of hidden defects, from discovery.
2. We shall be entitled to the full statutory liability for material defects; we shall also be entitled, in any given case, to demand remedial action of our choice from the supplier or a new item. The right to compensation for damages, particularly to compensation for damages instead of performance, is expressly reserved.
3. We shall be entitled to remove the defect ourselves at the cost of the supplier if there is imminent danger or in the event of urgent necessity.
4. The warranty period shall run for 24 months from the date of the transfer of risk.

VII. PRODUCT LIABILITY - INDEMNITY - LIABILITY INSURANCE COVER

1. Where the supplier is responsible for product damage, it shall be obligated to indemnify us from damage claims by third parties at first demand, provided that the cause is within its sphere of control and organisation and it is personally liable vis-à-vis third parties.
2. In terms of its liability for damage events within the meaning of (1), the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB which arise from or in connection with product recalls carried out by us. We shall notify the supplier, as far as is possible and reasonable, regarding the content and scope of the recall measures to be carried out and shall give him an opportunity to comment. Other statutory claims shall not be affected.

VIII. PROPERTY RIGHTS

1. The supplier shall be responsible for ensuring that no third-party rights are infringed in connection with its delivery.
2. If we are invoked by a third party because of this, the supplier shall indemnify us upon the first written request from all these demands; we shall not be entitled to come to any agreement with the third party, in particular any settlement, without the consent of the supplier.
3. The supplier's indemnity obligation covers all expenses necessarily incurred by us from or in relation to a claim by third parties.
4. The limitation period is ten years, calculated from the conclusion of the contract.

IX. RETENTION OF TITLE - SUPPLY - TOOLS - NON-DISCLOSURE

1. If we provide parts to suppliers, we shall retain ownership of them. Processing or modification shall be performed by the supplier on our behalf. Should our reserved goods be processed with objects which do not belong to us, we shall therefore acquire co-ownership of the new objects proportional to the value of our items (purchase price plus VAT) to the other objects at the time of processing.
2. If the goods supplied by us are inseparably amalgamated with other objects not belonging to us, we shall acquire joint ownership of the new objects in the ratio of the reserved goods (purchase price plus VAT) to the other amalgamated objects at the time of amalgamation. If the amalgamation is done in such a way that the supplier's objects are considered as the main objects, it is understood that the supplier shall assign proportional joint ownership to us; the supplier shall hold sole or joint ownership for us.
3. We shall retain ownership of tools; the supplier is obligated to use the tools exclusively for the manufacture of the goods ordered by us. The supplier shall be required, at its own cost, to insure objects belonging to us at their replacement value against fire, water and theft. At the same time, the supplier hereby assigns all claims for compensation under this insurance to us; we accept this assignment herewith. The supplier shall be obliged to carry out any necessary maintenance and inspection work as well as servicing and repairs on our tools at his own expense and in due time. He shall report any malfunctions to us immediately; where he culpably fails to do so, any claims for damages remain unaffected.
4. The supplier shall be required to treat all images, drawings, calculations and other documents and/or information it receives as strictly confidential. They may only be disclosed to third parties with our express consent. The secrecy obligation shall survive the termination of this contract; it shall only expire if and when the production expertise contained within the images, drawings, calculations and other documents transferred has become common knowledge.

5. If the security rights owed to us according to (1) and/or (2) exceed the purchase price of all of our reserved goods which have not yet been paid for by more than 10 per cent, we shall be obliged to release the security rights of our choice at the supplier's request.

X. PLACE OF JURISDICTION - PLACE OF FULFILMENT

1. Our place of business shall be the place of fulfilment and jurisdiction. We shall be entitled, however, to turn to another competent court in and outside of the Federal Republic of Germany, in particular if the supplier's place of residence or business lies abroad.
2. The law of the Federal Republic of Germany shall apply exclusively.