

General Purchasing Terms and Conditions

1. General agreements

All the contractual relationships between the contractor and Uhlig Rohrleitungskomponenten GmbH – hereinafter referred to as "ordering party" – are subject exclusively to these General Purchasing Terms and Conditions. The contractor's general business terms and conditions are only applicable provided that the ordering party has explicitly agreed to any of these in writing. Even if the ordering party makes reference to a written document containing or referring to the contractor's or a third party's general business terms and conditions, this does not constitute any agreement with the applicability of any such general business terms and conditions. Verbally reached ancillary agreements are not effective. These Terms and Conditions also apply to any future business transactions between the contracting parties, even if these Terms and Conditions are not expressly agreed again.

Any correspondence shall include the complete order number and ordering party's order date.

2. Order, order confirmation

Only orders placed by the ordering party in writing on his order form are binding. They shall be confirmed by the contractor in writing. Verbal and telephone orders or other agreements relating to the conclusion or execution of any contracts must be confirmed by the ordering party in writing. The same applies to any agreed additional deliveries, services and changes. The ordering party's site engineers are not entitled to place any additional orders with the contractor or make any changes to existing contracts. Furthermore, any timesheets, etc. signed by the ordering party's site engineers do not obligate the ordering party to pay for any additional deliveries or additional services provided by the contractor. These General Purchasing Terms and Conditions as well as the drawings, etc. provided with the order shall constitute the basis of the contract between the ordering party and the contractor.

3. Delivery date, contractual penalty and rescission

The delivery date specified in the order (delivery date or delivery time) is binding. The delivery period commences on the order date. The decisive criterion for compliance with the delivery date is the date of receipt of the faultless delivery item.

If the contractor does not perform within the delivery time, he shall be held in breach of contract, without a reminder or deadline needing to be issued. The ordering party is entitled to claim a contractual penalty of 1% for each week of delay in delivery; however, in total, max. 5% of the agreed net total order value.

Furthermore, the ordering party explicitly reserves the right to enforce any legal claims (e.g. compensation claims). A contractual penalty shall not be credited against compensation claims. The ordering party's right to enforce a contractual penalty also remains, if upon acceptance and/or payment he has not explicitly reserved the right to do so. Part-shipments are only accepted by the ordering party, if these have been agreed in writing. As soon as the contractor can foresee that he might not in whole or in part be able to perform delivery on time, he shall inform the ordering party of this in writing immediately, stating the reasons and the expected time of delay. In cases of force majeure – of which the ordering party shall be informed immediately – the ordering party will extend the delivery time in agreement with the contractor. The ordering party has the right, also in cases where there is no delay, to withdraw from the contract or to terminate the contract, when and if the ordering party's customer annuls or changes his order, is permanently or temporarily hindered from accepting the ordering party's delivery of goods, if the contractor stops his payments or there is a risk of a payment stop, the same applies, if the contractor grossly breaches the terms and conditions of the contract.

4. Warranty

The contractor takes full responsibility for the quality of the goods delivered and for any supplies or services necessary in this connection – also in cases of no fault of his own.

Whatever the case, the ordering party is entitled to choose between repair and replacement. If repair is chosen, the repair shall be deemed to have failed after the first unsuccessful attempt.

The ordering party's limitation period for claims and rights arising out of defects in the goods delivered is three years. This limitation period also applies to claims that are not in connection with a defect. The limitation period with regard to defects leading to a supplementary performance restarts with completion of the supplementary performance measures. This does not affect any potentially longer statutory limitation periods or further-reaching statutory regulations regarding the suspension of expiry, suspension or restart of any limitation period.

A notice of defects issued by the ordering party as part of the obligation to inspect and notify of defects according to § 377 HGB shall be deemed as immediate and in time, if it is submitted to the contractor within two weeks.

Also in cases of only minor deviation from the agreed quality or in cases of only slight impairment of the usability, the ordering party has the right to withdraw from the contract and to claim compensation instead of accepting the goods delivered.

5. Product liability

The contractor is responsible for any claims enforced against the ordering party by third parties due to personal and property damage resulting from a defective product supplied by the contractor, and agrees to indemnify the ordering party against any thus arising liability.

6. Quantity

The quantity ordered (weight, length, width, surface area, volume, etc.) shall be adhered to exactly.

7. Shipment regulations

The complete order number and order date shall be stated on all transport documents (consignment note, shipping note, postal parcel notes, etc.). Each consignment shall be provided with a packing slip (dispatch note), stating the dispatch service, whether the freight has been paid or not and the individual weights, at least the total weight, and the article contained in each item. Dispatch notes shall be completed with the aforementioned details and sent in duplicate immediately after any dispatch by post. Each order shall be executed individually and in full. Each part-shipment shall be explicitly marked as such on the dispatch note. The final consignment shall be marked "Final shipment". If the ordering party collects the goods in person, freight charges will not be allowed. For international shipments, the transport and customs regulations shall be requested from the ordering party's transport department at least 14 days before the agreed delivery date.

8. Transport

The contractor shall bear the transport risks until the point of delivery at the ordering party's premises or the destination specified by the ordering party. The transport orders are subject to the rules of the Motor Traffic Regulations for Long-distance Haulage With Motor Vehicles (Bedingungen der Kraftverkehrsordnung für den Güterfernverkehr mit Kraftfahrzeugen –KVO), the Rail Traffic Regulations (Eisenbahn-Verkehrsordnung – EVO) and the Convention on the Contract for the International Carriage of Goods by Road (CMR) respectively, according to the transport type. For the rest, the transport is subject to the Incoterms 2010; in particular, the delivery of the goods is to be performed DDP (delivered duty paid).

9. Invoicing

The invoice shall be sent in duplicate after complete delivery has been performed and shall include accurate details with regard to the order number and project number, the order date as well as the individual item numbers. If these regulations are not met and the acceptance documents, certificates, etc. are not included, the invoices shall be deemed as not having been issued until clarification and/or completion on the part of the contractor. The same applies analogously to the delivery notes and dispatch notes. Any supplementary services and shipments shall be separately listed in the invoice and reference made to the prior written agreements.

10. Payment

Payment shall be made within 30 days as of complete and faultless delivery and receipt of the invoice, with a cash discount of 3% within 60 days net. The ordering party may choose the means of payment.

If the ordering party falls into arrears with his payments, he owes the contractor interest on arrears of 5% above the base rate pursuant to § 247 BGB.

11. Assignment

Without the ordering party's prior written consent, the contractor is not entitled to assign claims arising out of the contractual relationship to third parties. The ordering party will consent, if his justifiable interests are not affected. This does not apply to monetary claims.

12. Transfer of ownership

The ownership of the delivered items shall pass to the ordering party on acceptance of the goods.

13. Industrial property rights

The contractor shall assume liability for industrial property rights of third parties not being violated in connection with the goods delivered.

The contractor agrees to indemnify the ordering party against any claims enforced by third parties against the ordering party arising out of the violation of industrial property rights, and to reimburse the ordering party with all the expenses necessary in connection with such claims. This right remains regardless whether the contractor is at fault or not.

14. Acceptance inspection of the goods delivered

A technical acceptance test/inspection carried out by the ordering party and/or person authorized by him does not discharge the contractor of his obligation to fulfil the contract or of his warranty obligations. In particular, the aforementioned technical acceptance tests/inspections do not constitute an acceptance in the legal sense (§ 640 BGB); thus, they have no effect on the transfer of risk, the fulfillment or the start of the guarantee time. The ordering party's receipts of delivery are subject to a later inspection of the goods delivered to make sure they are complete, comply with the order and are free of defects.

15. Drawings, models

Any documents, drawings, models, etc. made available to the contractor by the ordering party for the production of the delivery item remain the property of the ordering party and shall not be used by the contractor for any other purposes, be duplicated or made available to third parties and shall also be kept confidential after the contract has been completed. The contractor agrees to return any such documents, models, etc. to the ordering party immediately on demand once the enquiries have been replied to or the orders have been processed. The ordering party reserves his title and other powers of disposal and the industrial property rights regarding any drawings and documents handed over to the contractor.

16. Accident prevention regulations

To prevent industrial accidents, the contractor agrees to observe the applicable accident prevention regulations as well as the generally recognised industrial health and safety rules.

17. Transfer of the supply/service level contract

The supply/service level contract concluded with the ordering party shall not be transferred to third parties without the ordering party's prior written approval.

18. Force majeure

Strikes and lockouts fall within the contractor's general business risk and do not fall within the scope of force majeure.

19. Final provisions

The place of performance for the delivery is the place where the materials are sent to as specified by the ordering party or where the installation/service is performed.

The legal relations between the parties shall be governed by German law. UN sales law (CISG) is not applicable.

The sole place of jurisdiction for any disputes arising out of the contractual relationship is the seat of the ordering party.

Should individual provisions of the contract or of these General Purchasing Terms and Conditions be or become invalid or legally unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. The provision which is invalid or unenforceable shall be replaced with a provision that comes closest to achieving the commercial intentions of the contractual parties. If the General Purchasing Terms and Conditions contain any unintended omissions, these unintended omissions shall be deemed as having been replaced by the legally effective provisions that the parties would have agreed upon had they been aware of the unintended omission at the time of concluding the contract, taking into account the economic intent of the contract or the purpose of the General Purchasing Terms and Conditions.

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Uhlig Rohrleitungskomponenten GmbH, Langelsheim/Harz