

Carl Götz GmbH General Terms and Conditions of Purchase (Date: 01.03.2018)

1. Scope of validity

1.1 These General Terms and Conditions of Purchase shall apply exclusively to our orders. The confirmation or execution of the order is considered as an acceptance of these General Terms and Conditions of Purchase. We do not recognise any deviating or supplementary conditions of the Supplier, unless with our written consent, and the Supplier's General Terms and Conditions are hereby expressly excluded. These Conditions of Purchase shall also apply exclusively if we unconditionally accept a supply or service, notwithstanding our knowledge of conflicting or deviating conditions.

1.2 The General Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.

2. Written form

2.1 All orders, amendments and supplements shall always require the written form.

3. Delivery dates and deadlines

3.1 All the agreed dates and delivery times shall be binding. This also applies to call orders. Suppliers are only required to deliver the quantities we have ordered. Additional or reduced quantities and partial deliveries shall only be accepted if the acceptance of such has been confirmed to us in writing.

3.2 In the event of a delay in a delivery or performance, we shall be entitled to charge a fixed rate of damage arising from such default in the amount of 1.0% of the value of the outstanding delivery per week commenced, but no more than 10.0% of the order value. Further legal claims remain reserved. The Supplier may provide evidence that no, or substantially less, damage occurred arising from the delay. In particular, we may grant the Supplier a reasonable grace period in the event of a default and reserve the right to withdraw from the contract and claim damages instead of performance upon the fruitless expiry of such period.

3.3 If it becomes apparent that delivery dates cannot be met, the Supplier must inform us immediately and notify us of the delay and the reason for such in writing. Should the Supplier culpably fail to fulfil this obligation, he shall compensate us for any damage arising from such failure. Our rights with respect to late deliveries shall remain unaffected.

3.4 The Supplier is not entitled to partial deliveries and therefore, in the event of a delay with part of the delivery, we shall be entitled to assert our rights with respect to the full delivery.

4. Shipping instructions

4.1 The shipping documentation and invoices must contain the following information: order number, order date, Supplier's item no., precise item description, number of packages.

4.2 If the required shipping documentation for a delivery is not submitted at the appropriate time, or if contractual information is missing from, or incorrect in, the shipping documentation or shipping notices, the goods shall be stored at the Supplier's cost and risk until the complete shipping documentation or information has been received.

4.3 Invoices that do not contain the full information required will be returned, shall be deemed as not received, shall therefore not be considered as due and must be removed from the Supplier's reminder for collection list.

4.4 A user manual shall be supplied free of charge for devices and equipment. For software products, the obligation shall only be fulfilled when the full documentation (system-technical and user documentation) has been submitted. In cases where specific programmes have been designed for us, the programme must also be delivered in the source format.

5. Prices, payment and transfer of risk

5.1 All the prices agreed are fixed prices and shall include all costs relating to the deliveries and services to be provided by the Supplier.

5.2 In the absence of a written agreement that deviates from these Terms, the price shall include free unloading at the address indicated, including all ancillary costs, but excluding VAT. The risk of accidental loss or accidental deterioration of the goods shall be borne by the Supplier until the full performance of the delivery (completion of the unloading procedure).

5.3 Payment shall be made under the current conditions in each case. If no payment has been agreed, it shall be made at our discretion within 21 days with a discount of 4.0% applied, or within 45 days net from the date of receipt of the invoice and full receipt of the goods. Payment shall be made at our discretion by cash, bank transfer or cheque.

5.4 We will only be in default of payment if we receive a reminder for collection after the due date. The fixed rate default interest applicable in the event of a default on our part is 5.0% p.a.

6. Receipt and inspection of goods

6.1 Our obligations to inspect are limited to an immediate inspection of the goods to ensure they correspond to the quantity and type of goods ordered, and to check for any damage during transport or for externally visible defects.

Should we be obliged to make an immediate complaint, obvious defects may be reported within two weeks following the transfer of risk, and any hidden defects within two weeks following the discovery of such.

7. Warranty

7.1 The Supplier shall comply with the recognised standards of the technology (including the DIN standards), the specifications and, in particular, the regulations and directives issued by legislators, supervisory bodies, professional associations and the German Electrotechnology Association (VDE) regarding the processes and execution, accident prevention and environmental protection.

7.2 The Supplier shall impose no restrictions on our statutory warranty rights.

7.3 In the event of a delivery based on samples, the specifications and features of the sample shall be considered as warranties (Procurement and Shelf Life Warranty).

7.4 It shall be presumed that a defect existed at the time of the transfer of risk, provided no more than twelve months have passed since the transfer of such risk unless such presumption is incompatible with the nature of the item or the defect.

7.5 In urgent cases, or if the Supplier is in default with the fulfilment of the warranty obligation for which he is liable, we reserve the right to remedy the defects ourselves, to eliminate such defects or to procure a replacement of such, the cost of which shall be borne by the Supplier.

7.6 The Supplier shall indemnify us from all claims asserted against us by third parties, regardless of the legal grounds, owing to a defect in quality or title, or any other defect arising in a product delivered by the Supplier, and shall reimburse any costs required for legal proceedings arising therefrom. This exemption shall also apply in particular to the costs incurred by us to remove the defective item and to incorporate or attach the repaired or delivered, defective-free item, and for any transport, shipment, labour and material costs incurred.

7.7 The statutory provisions under § 445a BGB and § 478 BGB (German Civil Code) shall apply to our claims for defective goods if a consumer goods purchase with the final seller exists. We may also claim for damages and a reimbursement of expenses from the Supplier that consumers may assert against us. Notwithstanding § 445b para 2 BGB, our rights of recourse against Suppliers shall expire at the earliest four months after the date on which we fulfilled the claims of our customers, but no later than five years following the date on which the Supplier delivered the goods to us.

8. Product liability

8.1 The Supplier shall indemnify us regarding claims for damages asserted against us at the first request for defective products delivered to us by the Supplier insofar as the defect arises within the sphere of control and organisation of the Supplier, and in cases where the Supplier is also liable for such externally. The Supplier shall hold product liability insurance and ensure an appropriate level of coverage.

9. Demonstration products, design elements

9.1 Any goods we require for demonstration purposes must be supplied under the customary trade conditions, with no charge being made for such.

9.2 Samples provided to us by the Supplier to assess and determine the qualities and services offered shall become our property unless expressly agreed otherwise.

10. Offsetting prohibition

10.1 Settlements and offsetting against us are only permitted if the Supplier's claims are undisputed or legally established. The same also applies to rights of retention.

11. Place of performance, jurisdiction and competent court

11.1 The place of performance of the delivery is the registered office of the branch ordering the goods or in Ulm.

11.2 German legislation shall apply in addition to these General Terms and Conditions of Purchase unless otherwise required by law.

11.3 The sole place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship (and for claims on bills of exchange), shall be the registered office of the client.

11.4 Should any individual provisions of the contract be or become ineffective, the remaining provisions of such shall be unchanged.