

General Purchase Conditions for Schnelldorfer Maschinenbau GmbH, Kappelweg 6, D-91625 Schnelldorf (as of 01.2016)

§ 1 Scope of Application

(1) Unless otherwise expressly agreed, the following General Purchase Conditions for Schnelldorfer Maschinenbau GmbH (hereinafter „Company“) shall apply for all contracts, deliveries and other performances in business transactions with entrepreneurs as defined by § 310 German Civil Code (hereinafter „Supplier“). These General Purchase Conditions shall also apply for all future business transactions even if they are not expressly agreed upon.

(2) Terms and conditions of the Supplier which contradict or deviate from the Purchase Conditions, in particular sales conditions, are invalid, unless the Company accepts them expressly in writing.

2. Order

(1) All orders of the Company and amendments or supplements to the orders are only valid in writing.

(2) The Company is entitled to revoke orders free of charge if the Supplier does not confirm them consistently within two weeks upon receipt.

(3) Agreed terms for deliveries and performances are binding. If delays are to be expected or occurred already, the Supplier shall inform the Company immediately in writing.

(4) If the Supplier does not deliver or perform within an adequate extension date set by the Company, the Company is entitled to refuse the acceptance, to rescind the contract and/or to require compensation. The Company is also entitled to the rescission if the Supplier is not responsible for the delay. The Supplier will compensate the Company for all costs incurred by the default including the costs of a covering purchase.

3. Prices

(1) The prices are fixed prices. They include all expenses in connection with the deliveries to be furnished by the Supplier and performances.

(2) The Company pays within 30 days from receipt of the invoice strictly net, within 10 days with 3 per cent discount.

4. Transaction

(1) The Supplier may award sub-orders only with the approval of the Company, as far as it does not concern merely supplies of standard parts. Partial deliveries are admissible only with the approval of the Company.

(2) A delivery note which states the order number of the Company as well as the term of the content in kind and amount is to be added to every delivery.

5. Invoice and payment

(1) Invoices are to be submitted with separate post to the Company; the invoices shall state the order number of the Company.

(2) The claim to the remuneration becomes due for payment 14 days after receipt of the goods and of the invoice.

(3) Payments constitute no approval of the delivery or performance as stipulated. In case of defective or incomplete delivery or performance and notwithstanding any further rights the Company is entitled to refuse payments arising from the business relationship to an adequate extent.

6. Passage of risk and property rights

(1) Unless otherwise expressly agreed, deliveries are carried out with „no delivery charge“ (according to DDP Incoterms in 2010) to the place stated in the order. If the destination is not stated and nothing else is agreed, the delivery has to be carried out to the business seat of the Company. The respective destination is also the place of delivery (debt to be discharged at creditor's domicile).

(2) The risk of the accidental loss and deterioration of the goods passes to the Company by handing over at the place of delivery. As far as an acceptance is agreed, this is authoritative for the passage of risk.

(3) The title in the delivered goods passes to the Company after payment. Any extended and expanded retention of title is excluded.

7. Defective delivery

(1) Subject to the following provisions the statutory law shall apply to the rights regarding defects and defects of title of the goods and regarding further breaches of obligations by the Supplier.

(2) According to the statutory law the Supplier in particular warrants that the goods conform with the agreed specifications at the time of the passage of risk to the Company.

(3) Deviating from § 442 par. 1 clause 2 German Civil Code the Company is entitled to warranty claims without limitation if the defect has remained unknown at the conclusion of the contract as a result of gross negligence.

(4) The commercial obligation to examine the delivered goods and to notify defects shall be governed by the statutory provisions (sections 377 and 381 German Commercial Code), save that the obligation to examine the delivered goods is limited to defects that are obvious upon visual inspection of the delivered goods, including the delivery documents, or upon spot checks during quality control procedures (e.g. transport damage, wrong deliveries and short deliveries). If an acceptance inspection is agreed, the Company is not obliged to examine the delivered goods. The obligation to notify subsequently discovered defects remains unaffected. In all cases the objection (notification of defects) shall be deemed timely and without delay if it is delivered to the Supplier within 10 days of the discovery of the defect.

§ 8 Venue and applicable law

(1) Place of fulfilment and jurisdiction for deliveries and payments (including proceedings involving cheques and bills of exchange) and all disputes arising between the parties shall be, to the extent that the customer is an entrepreneur, a legal entity under public law or a special fund under public law, the main seat of the Company in Schnelldorf. The Company shall have the right, however, to sue the Supplier in any other venue.

(2) The relations between the parties are governed exclusively by the laws of the Federal Republic of Germany with the exclusion of the UN Convention on the International Sale of Goods and the principles of conflict of laws.

§ 9 Severability clause

Should any provision of this agreement, or any provision incorporated into this agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. The same shall apply if the parties have, unintentionally, failed to address a certain matter in this agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which reflects what the parties, in the light of the economic intent and purpose of this agreement, would have agreed upon if they had considered the matter.