

## 1. General – Scope

- 1.1. Our general purchasing terms (referred to in the following as: purchasing terms) apply to the contractual relationship with the contractor for the purchasing, production and delivery of all movable goods, including the associated documents such as drawings, technical delivery conditions, building regulations, material regulations, the relevant accident prevention regulations and for work performed and services.
- 1.2. These purchasing terms apply exclusively. Contractor conditions which contradict, supplement or differ from these purchasing terms shall only be regarded as a constituent of the contract if they are expressly accepted by us in writing. This also applies to conditions which are mentioned in the order confirmation or any other confirmations from the contractor. The receipt of deliveries / services does not constitute acceptance of the contractor's conditions. Our purchasing terms also apply if the contract with the contractor is carried out without reservation in the knowledge of conditions which contradict, supplement or differ from our purchasing terms.
- 1.3. Quotes must be produced free of charge and without obligation for us. The contractor is bound to his quote for two months. Orders from us are non-binding unless they are made in writing. Changes and additions to the contract concluded by the order confirmation must be made in writing. This also applies to the revocation of this written form clause and deviations from the clause. Orders must be confirmed by the contractor immediately in writing. We reserve the right to withdraw the order if confirmation is not received within 14 days.
- 1.4. These purchasing terms also apply to future transactions between the parties.
- 1.5. In addition to these purchasing terms, the Vollmann Group supplier guideline applies for all of our orders, which can be viewed on the Internet at [www.vollmann-group.com/](http://www.vollmann-group.com/) company / downloads and which we would be pleased to send to the supplier in printed form.

## 2. Production of works

- 2.1. The specific task and scope of the work are defined in our order and by means of verbal explanation. The goods must be manufactured in accordance with our technical specifications and drawings and in accordance with the state of technology. However, the contractor must check our specifications and drawings for any contradictions or inaccuracies and notify us thereof. Our express consent must be given for any changes.
- 2.2. Series production and delivery may not commence until we have accepted the initial sample in writing.

## 3. Involvement of contractors / subcontractors

- 3.1. The contractor is obliged to provide the service itself. The passing of orders to third parties and the involvement of contractors / subcontractors is only permitted with our written consent, which we will not refuse without good cause.

## 4. Provision of materials

- 4.1. Documents and production materials of all kinds such as samples, drawings, models, tools, regulations of a technical nature etc. which we make available to the contractor or pay the contractor for may only be used for deliveries to us. The copyright to our documents with which the contractor has been provided and all usage rights which have not been expressly and purposefully granted to the contractor shall also remain with us. Use for any other purposes than fulfilment of the delivery is not permitted without our express written consent. In the event of infringements, the contractor is liable for all damages.
- 4.2. The documents referred to in paragraph (1) above, as well as the goods manufactured in accordance with using the documents must be returned in perfect condition as soon as the order has been processed or as soon as it is established that no order is going to be placed. Individual documents and duplicates may not be retained. Documents and manufacturing materials for

which we have paid must be destroyed by the contractor if we request it, and proof that this has been carried out must be provided.

- 4.3. In the case of processing or mixing of the parts that we have delivered, we shall acquire co-ownership of the new object in proportion of the value of the parts and materials that we have supplied for the processed objects at the time of processing.

## **5. Place of fulfilment**

- 5.1. The place of fulfilment for the provision of services is the receiving location that we have specified.

## **6. Transfer of ownership**

- 6.1. The contractor is obliged to hand over the goods and work results to be delivered to us, and transfer unconditional ownership thereof to us. Extensions of any kind to the retention of title (including multiple reservations) will not be accepted.
- 6.2. The parties to the contract irrevocably agree that ownership of the goods to be delivered will transfer to us when payment is made. In cases where we make the agreed payment before taking over the goods, the transfer that is due at the point in time of payment shall be replaced as follows: If the contractor is already in possession of the goods or obtains them later, the goods will be held available for us and looked after for us with the care of a prudent businessman. If the contractor is only in possession of the required semi-finished materials or obtains them later, the above-mentioned condition applies accordingly. If a third party is still in possession of the goods or the semi-finished materials that are required for the goods, the handover between us and the contractor shall be replaced by the contractor assigning his claim for the surrender of the goods which he has against the owner to us now. We shall accept this assignment.
- 6.3. If we have not paid the entire amount but only a partial amount before the goods are handed over, the above-mentioned condition shall apply with the proviso that we then only acquire a co-ownership share of the goods or the semi-finished materials. The amount of co-ownership shall be determined by the ratio of the amount of the partial payment to the agreed price of the goods.

## **7. Fulfilment time – late delivery**

- 7.1. The agreed delivery dates and deadlines are binding. The ordered goods or services must be provided at the specified receiving location on the stipulated date, unless the contractor can prove that he is not responsible for his inability to meet the delivery deadline. We must be notified immediately if there is a risk of delay.
- 7.2. If the contractor is in default, we are entitled to set a reasonable period of grace. Once the period of grace has elapsed, we are then entitled to assert the statutory rights, particularly for claiming compensation for non-fulfilment and withdraw from the contract.
- 7.3. If the contractor is late with his fulfilment obligation, we shall be entitled to demand a contractual penalty of 0.5% of the price or payment which is due for the delivery items or services which are late for each calendar week or part thereof, but the total shall be no more than 5% of the price or payment which is due for the delivery items or services which are late. If the usability of the deliveries or services to be provided by the contractor depends entirely or mainly on them being provided in full, the assessment basis of the contractual penalty shall be the agreed total payment for the delivery items or services which entirely or mainly cannot be used without the deliveries or services which are late. If the contractor is late, the contractual penalty shall be due for payment immediately, and can be asserted in addition to the claim for fulfilment of the obligation to perform. If we accept late fulfilment, we can only demand the contractual penalty if we expressly reserve this right by no later than the final payment. The assertion of further or other damages is not excluded in any case.

## **8. Delivery and transfer of risk**

- 8.1. The contractor must hand over the goods which are the subject of the contract to us at the agreed delivery location. If the packaging and shipping instructions which we have specified are not adhered to, we can refuse to accept the goods.
- 8.2. Partial deliveries or premature deliveries are only permitted with our consent.
- 8.3. The risk of accidental loss and accidental deterioration passes to us upon handover; the contractor must therefore insure the goods against transport damage at his expense.

## **9. Investigation of defects / trading business**

- 9.1. Provided that section 377 of the HGB (German commercial code) applies, we will examine the goods and work within an appropriate period for quality or quantity deviations. In the event of open defects or obvious quantity deviations, the notification shall be regarded as being on time if it is received by the contractor within 10 working days of receipt. In the case of concealed defects, the complaint shall be regarded as being on time if it arrives at the contractor's within 10 days of discovery of the defect.
- 9.2. We are only obliged to send a notification of defects for partial deliveries if this has been expressly agreed with the contractor. With regard to the timeliness of the notification of defects, paragraph (1) above applies.

## **10. Warranty / compensation**

- 10.1. We are fully entitled to the statutory warranty rights (defect claims). The contractor must comply with the technical and legal provisions that apply at the point in time of the order for the use or processing of the purchased item.
- 10.2. We are also entitled to self-remedy of a defect and claim compensation for expenditure associated with the self-remedy if danger is imminent or immediate repair leads to the avoidance of considerable damage. In this case we will inform the contractor immediately.
- 10.3. The warranty period for defects in the delivered goods which cannot be determined within the scope of an initial examination which may be required is three years from delivery or acceptance, if such is provided for. Longer statutory and other limitation periods remain unaffected.
- 10.4. If the contractor or a third party has issued a guarantee statement (quality or durability guarantee), claims from us under a guarantee will remain in full force.
- 10.5. We are entitled to any claims for compensation to the legal extent.

## **11. Remuneration and payment**

- 11.1. The prices, particularly the ones mentioned in our orders, are fixed prices – free from our stipulated receiving location, including all incurred incidental costs. An additional billing shall be ruled out unless expressly agreed otherwise in writing. Price increase reservations require express written consent.
- 11.2. Invoices must be provided by us in duplicate together with our order number and item number and also contractor's delivery note number, and must show the exact designation and quantity of the delivered goods as well as the price per item or quantity. They must be sent to the address specified in the order.
- 11.3. Payments shall be made upon receipt of the proper invoices and receipt of all ordered goods, provided that they are free of defects and nothing else has been expressly agreed. Payment deadlines begin at this point in time. Payments do not constitute acceptance of prices, conditions or the contractual conformity of the delivered goods. A reasonable amount of the payment may be withheld until full and proper fulfilment of the contract. Invoices will generally be paid 20 days after delivery and receipt of the invoice with 3% discount from the gross invoice amount or net

after 30 days. Discount periods begin when the proper invoice is received. If payment dates fall on a Saturday, Sunday or public holiday, the following working day shall be regarded as the payment date.

- 11.4. Assignment of the claim arising from the contract is only permitted with written consent. However, section 354a of the HGB remains unaffected.

## **12. Commercial rights**

- 12.1. By accepting the order, the contractor takes over the obligation to exempt us from legal claims from third parties with regard to the goods to be delivered.

## **13. Applicable law, place of jurisdiction, miscellaneous**

- 13.1. The law of the Federal Republic of Germany applies with the exception of international private law and all international contracts for the purchasing of goods.
- 13.2. The place of jurisdiction is the district court of Hagen or the county court of Hagen in Westphalia. However, we are entitled to take legal action at any other responsible court.
- 13.3. The place of fulfilment for payments is Gevelsberg.
- 13.4. Contractual security interests of the contractor require written agreement.
- 13.5. Should one or more provisions of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the ineffective clause shall be replaced by a valid clause whose legal and economic effects come closest to the effect that the ineffective provision should obviously have had. The above-mentioned provisions shall apply accordingly if the contract or these General Conditions contain a gap.

Gevelsberg, 01.05.2019

SYNTEKS Umformtechnik GmbH