

# **General Terms & Conditions of Purchase** **Piping-Service Steuer Handelsgesellschaft mbH**



## **I. General**

These General Terms & Conditions of Purchase shall apply to all our future orders of goods and services towards suppliers (entrepreneurs, legal entities under public law or special funds under public law in the sense of section 310 (1) BGB (German Civil Code)). We shall accept any terms of the supplier that are contrary to or derogate from these Terms & Conditions of Purchase only if we expressly consent in text form to their applicability.

The interpretation of commercial terms shall be governed by the Incoterms, as amended.

## **II. Contract Conclusion**

1. Our enquiries with suppliers shall not be binding. They shall allow the supplier to submit a quote. The creation of quotes shall be free of charge and not binding for us. Quotes must be submitted in text form. Our orders shall be placed in text form. Verbal agreements must be mandatorily confirmed in text form.
2. The quality of the ordered goods shall be governed by the requirements taken as a basis in our orders and the preceding enquiries and specifications. Where we have taken a sample of goods as a basis for the order, the goods covered by the contract must be in line with the sample of goods.
3. The supplier shall guarantee that the supplier's goods do not violate rights of third parties nationally or internationally.

## **III. Prices, Invoice, Payment**

1. The agreed prices shall be fixed prices. The prices shall include the costs for packaging and dispatch as well as transport. Derogating agreements must be made in text form.
2. Any arising extra costs for accelerated carriage/transport of goods due to delays in delivery attributable to the supplier must be borne by the supplier in any case, even where payment of the transport costs by us had been agreed.
3. Trade accounts receivable shall become due subject to proper invoicing by the supplier to us. A proper invoice must contain both the details required under tax law and our order number. Invoices are not to be enclosed to the shipment, but must be submitted separately at least in duplicate.  
Payments shall be due 30 days after receipt of both the delivery of goods and a proper invoice. The supplier shall grant 3% cash discount for payment within 14 days from the due date.
4. We shall be entitled to rights of set-off and retention within the limits of statutory regulations. In particular, set-off by us against receivables from the supplier shall be possible at any time. Rights of retention shall exist for us, in particular, as long as agreed test certificates for the goods have been delivered. The supplier shall have rights of set-off and retention only for counter-receivables which are uncontested or have been finally and non-appealably established.
5. The supplier shall not be entitled to assign or to have third parties collect the supplier's receivables from us without our express consent. This shall not apply where an extended retention of title has been effectively agreed by the supplier.

## **IV. Delivery Deadlines**

1. The delivery times indicated in our orders shall be part of the contract. The delivery deadlines shall be binding and must be mandatorily complied with. Compliance with the delivery deadlines shall be governed by the date of receipt of the goods by us or at the place of delivery specified by us during the business hours.
2. Where it is apparent for the supplier that delivery deadlines cannot be complied with, the supplier must notify us thereof and propose countermeasures in text form without delay.
3. Where an agreed delivery date is not complied with, default in delivery shall occur. In case of default in delivery, we shall be entitled to the statutory claims towards the supplier.  
After expiry of a reasonable grace period, we shall be entitled to claim damages in lieu of delivery. Our claim for the delivery shall be excluded only after the supplier provided the damages.  
In addition, a contractual penalty in the amount of 0.3% of the total order value for each commenced workday, not exceeding a maximum of 5% of the total order value, shall be deemed agreed. Any paid contractual penalty shall be credited against farther-reaching damages. The supplier shall be at liberty to demonstrate that lower or no damage at all was incurred.

## **V. Execution of Delivery, Passing of Risk**

1. The supplier shall bear the risk of accidental destruction of and accidental damage to the goods up to their handover at the place of destination.
2. Partial deliveries must be agreed in text form.
3. Excess or short deliveries shall not be permitted without an agreement in text form.
4. Where the supplier asserts titles, these shall apply only under the premise that the title to the goods shall pass to us upon payment of the goods; any extended retention of title shall not apply.
5. The supplier must provide us with a notice of dispatch stating the order number and position number of our order, the exact quantity and the exact designation of the goods no later than 3 days before the goods are shipped to us.
6. If we do not accept the delivered goods due to complaints by our receiving inspection, the supplier must pick up the delivered goods free of charge within 5 working days following corresponding notification.

## **VI. Originating Status Declaration**

The supplier shall provide us with a supplier declaration about the preferential origin of the goods upon our request.

## **VII. Defects**

1. The supplier must provide the goods free from material and legal defects.
2. We shall give notice of defects in relation to obvious defects within 2 weeks after passing of risk and in relation to hidden defects within 2 weeks after their detection. The deadline shall be complied with where the notice of defects is sent to the supplier in text form within the deadline.
3. In case of drop shipping for reallocation of the goods without opening of the packaging or trading unit, the deadline shall start upon handover of the goods to our buyer, unless the defectiveness is obvious even without opening of the packaging or trading unit.
4. We shall be entitled to the statutory rights for material and legal defects.
5. The cure costs as per section 439 (2) BGB shall also include expenses of our buyer, in particular mounting and dismounting, transport and packaging costs as well as costs for detecting the defect.
6. Where the supplier is in default of cure or the relevant case is urgent, we shall be entitled to perform cure ourselves or have cure performed by a third party at the supplier's expense. The limitation period for improved or replaced parts shall start anew.
7. Our claims for defects shall become statute-barred 36 months from passing of risk.

## **VIII. Product Liability Insurance**

The supplier undertakes to take out insurance with sufficient cover to protect against product liability risks and to prove to us upon request that such insurance was taken out and is maintained by the supplier. The supplier shall herewith assign to us in advance the supplier's claims against the insurance company for the insured event. We shall accept the assignment.

## **IX Non-Disclosure Agreement**

1. The supplier undertakes to not disclose to third parties all confidential information (including business secrets) of which the supplier gains knowledge in connection with this contract and its implementation. Confidential information in this context shall be information which has been marked as confidential or whose confidentiality follows from the circumstances, regardless of whether it had been communicated in written, electronic, embodied or verbal form. Confidential information in the sense above shall not include information which a) has been common knowledge or known to the supplier upon its transfer or had afterwards become common knowledge or known to the supplier, b) has been made available to the supplier by third parties without any breach of law or c) has been autonomously developed by the supplier without using confidential information.
2. The supplier shall be prohibited from obtaining confidential information by reverse engineering. "Reverse engineering" in this context shall include any and all actions, including the observation, testing, examination and dismantling as well as any renewed assembling with the aim of obtaining confidential information.
3. The non-disclosure under para. 1 shall not apply to the extent that the supplier is obligated to disclose the confidential information by law or due to administratively or legally final and non-appealable decision by a public authority or court. In this case, the supplier shall inform us of the disclosure obligation without delay. In addition, the supplier shall mark in the course of disclosure that these are business secrets, where this is the case, and shall work towards ensuring that use will be made of the provisos of sections 16 et seqq. GeschGehG (German Business Secret Act).
4. If the supplier violates their obligations from this clause IX., the supplier shall owe a contractual penalty, which shall be reasonable in proportion to the economic value of the business secret, shall be unilaterally determined by us at our reasonable discretion and shall be subject to judicial review in any case of dispute. The contractual penalty shall not be owed where the supplier is not responsible for the breach of duty.

## **X. Data Protection**

Any data about the supplier which becomes known to us in connection with this contract shall be collected, processed and used by us only for contract handling purposes. Such data shall include, in particular, names, authorised representatives, address, phone number, e-mail address and bank details of the supplier. Such data shall be processed under the concluded contract in line with the relevant data protection laws. Any data processing beyond the contract purpose shall not take place.

## **XI. Applicable Law, Place of Performance, Place of Jurisdiction**

1. The parties' legal relationship shall exclusively be subject to German law.
2. Place of performance for all deliveries and services as well as for all payments by our company shall be our company's seat, currently D-23626 Ratekau.
3. Place of exclusive jurisdiction for all disputes arising from the legal relationship between suppliers and our company shall be the courts having local jurisdiction for our company's seat, currently the Eutin Local Court and the Lübeck State Court. We shall be at liberty to also sue the supplier at the supplier's place of general jurisdiction.