



**HTS Industriebau** GmbH

HEAD OFFICE,

PRODUCTION & SALES details:

## Terms and Conditions (Purchase)

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### 1. Scope

The following purchase conditions apply to all purchase orders or other purchases of HTS Industriebau GmbH (in the following referred to as the purchaser). In particular, they also apply to all purchase orders, follow-up orders, etc. resulting from an ongoing business relation. Should the supplier's general terms and conditions contradict parts or the entirety of these purchase conditions the purchaser's purchase conditions will apply without requiring any further explanation. Other conditions are only valid when the purchaser explicitly approves specific variations to the following conditions in writing. In addition, the supplier explicitly acknowledges the following purchase conditions by fulfilling the purchase order. Should the supplier not agree with the above the supplier must immediately inform the purchaser of this fact in writing before fulfilling the order. For such a case, the purchaser reserves the right to withdraw the purchase order. In this case the supplier will have no claims.

### 2. Purchase Order, Confirmation

A purchase order is only deemed placed when we have created it in written form and signed it. Verbal purchase orders or purchase orders placed by telephone will only be binding for us when we have confirmed them with a subsequent written purchase order. Each consignment must be accompanied by a dispatch or delivery note stating our purchase order number. Drawings, including tolerances, specified by us in individual cases are binding. By accepting the purchase order the supplier acknowledges that he has informed himself

about the kind of fulfilment and the scope of service by examining the existing plans. We are not liable for obvious mistakes, spelling or calculation errors in the documentation, drawings and plans provided by us. The supplier must inform us about such errors so that our purchase order can be corrected and renewed. The same applies for missing documentation or drawings. The acceptance of purchase orders must be confirmed to us by a written order confirmation within 2 working days from placing the purchase order. If we do not receive such a confirmation we are entitled to withdraw the order and reserve the right to place it elsewhere. Deviations from the text and content of our purchase order in terms of quantity and quality and subsequent contract amendments will only be deemed agreed after we have explicitly confirmed them in writing. Drawings, samples, models or similar items as well as finished products and semi-finished products assigned by us or manufactured on our behalf remain our property and may only be assigned to third parties with our explicit written approval. Subject to different agreements in individual cases, these items must be returned to us immediately following the fulfilment of the purchase order and without specific request.

### 3. Delivery Dates

The agreed delivery lead-times and dates are absolutely binding and apply from the purchase order date. The goods must be received at the reception site specified by us within the delivery lead-time or delivery date. If delays are to be expected the supplier must inform us of this fact immediately and in writing and must obtain our decision about the continuation of the order. If the supplier is late we have the right to claim a penalty for breach of contract of 1% of the net purchase order value per commenced day, however, no more than 10% of the net purchase order value in addition to the delivery and/or to terminate the contract and to claim compensation of the entire damages incurred by us due to non-fulfilment. A claim for damages will take into account any penalty payments for breach of contract. We are under no obligation to accept goods before the delivery date has elapsed.

### 4. Prices and Payment Conditions

Agreed prices are fixed prices, provided the supplier does not reduce his applicable prices in general. Price increases will only become effective when we have confirmed them in

writing. The supplier will not offer us less advantageous prices and conditions than those offered to other buyers when and in as far as these other buyers offer him equal or equivalent preconditions in specific cases. In the case of a substantial reduction of the production costs we will be entitled to claim a corresponding price reduction. Invoices are to be raised separately for each purchase order. Payment occurs only after the complete receipt of the defect-free goods or the complete defect-free performance and receipt of the invoice. For partial deliveries the same applies correspondingly. Time delays caused by erroneous or incomplete invoices do not affect cash discount periods. As a principle, payment is made up to 14 days less 3% cash discount. In addition, we always pay subject to corrections should subsequent complaints arise. Any claims the supplier may have against us may only be assigned to third parties with our consent. Payments are only made to the supplier. We are entitled to offsets. Where deliveries are based on cross-border import businesses from third countries or also from EU countries, the supplier is solely responsible for the proper customs declarations, customs processing and VAT declarations. Suppliers from the EU must always state the VAT identification numbers (ID No.).

### 5. Guarantee, Warranty, Complaints, Transfer of Risk

In addition to the obligation of a punctual delivery the supplier also accepts the obligation that the goods, including packaging, conform to our specifications and that our purchase order or order will be properly and expertly executed in accordance with the current state-of-the-art technology. Furthermore, the latest editions of the accident prevention directives, standards, rules and regulations of the professional and trade associations are to be observed. Acceptance occurs subject to inspection for correctness and fitness for purpose. In the case of the delivery of defective goods, regardless of defects being detectable immediately or later, the supplier will be liable to us for the duration of the legal warranty period in such a way that we will continue to be entitled to claim, at our discretion, a replacement delivery free of charge, remedy of defects free of charge or an appropriate price reduction without affecting further legal and/or contractual claims. If the supplier does not immediately comply with this provision we will be entitled to return the goods at the supplier's risk and to obtain our supplies elsewhere. In urgent cases which do not allow



delay we are additionally entitled to remedy defects ourselves or to have them remedied by third parties and to charge the supplier with all resultant costs. Independent of this we charge the supplier a flat-rate complaints handling fee in compensation of our efforts staggered as follows:

Value of goods, excl. VAT	Handling Fee
up to € 1,000	€ 50.00
over € 1,000 - up to € 5,000	€ 100.00
over € 5,000	€ 150.00

Complaints are always deemed to have been made in good time when the defect is reported immediately after its detection. The supplier waives the defence of delay as defined by German trade law (Verspätungseinwand, §§ 377 ff. HGB). The warranty period for substance and function of the product manufactured by the supplier or for the order executed by him ends after 5 five years from delivery and acceptance. It is expressly noted that payments for a purchase order never constitute an unconditional acceptance of the goods. These provisions also apply for replacement deliveries and remedial action. The risk is transferred to us with the acceptance at the factory or at the destination site.

#### 6. Acts of God

War, civil war, export restrictions or trade restrictions due to a change of the political situation as well as strikes, lockouts, business disruptions, business restrictions and similar events which make contract fulfilment impossible or unreasonable for us are deemed acts of god and release us from the obligation of a timely acceptance for the duration of their occurrence. The contract partners are obliged to keep each other informed of this and to adapt their obligations to the changing situation in accordance with the principles of good faith. In the case of the extended duration of such events as revolts, business disruptions, business restrictions, etc. which result in a substantial reduction of consumption we are entitled to terminate parts or the entirety of the contract without the supplier being entitled to claims for whatever reason. In such cases we are alternatively entitled to determine the time of acceptance at our discretion without the supplier's claims becoming prematurely due.

#### 7. Liability

The supplier is liable for the scope of quality and performance of the supplied products described in the product description, the drawings and the quality specification as well as the otherwise generally customary scope

of quality and performance. The supplier is liable for non-infringement of the commercial protection rights of third parties through the supply and use of the products and for the non-conformity with DIN standards or accident prevention directives. He will compensate us for any consequential damages which are provably traceable to a defect of the product obtained by him and for which he is accountable. The supplier holds us free from third-party claims arising from the statutory product liability when the cause of the damage has been placed in his area of responsibility. The same also applies when the supplier has manufactured the supplied goods in accordance with the drawings, drawing releases, models or other equivalent descriptions or requirements.

#### 8. Non-Disclosure

Where the supplier comes into contact with documents or objects constituting commercial secrets of the purchaser in the course of the business relation these must be kept secret and may only be used and made accessible to the extent absolutely necessary for the execution of the order. Where the involvement of third parties is necessary the supplier must extend and correspondingly ensure the non-disclosure obligation to these third parties. Where the purchaser orders objects or goods from the supplier which the supplier exclusively supplies for the purchaser the supply of third parties with the same objects or goods requires the purchaser's explicit approval in writing. Where the infringement of the non-disclosure obligation results in damages for the purchaser for which the supplier is liable, the damage liability also includes consequential damages caused by defects.

#### 9. Miscellaneous, Place of Performance, Jurisdiction

The supplier may transfer rights and obligations under the contract only with the prior written consent of the purchaser. This specifically applies to the assignment of claims. The jurisdiction is D-63699 Kefenrod. All business relations between the purchaser and the supplier are exclusively governed by German law and under exclusion of the uniform sales law. If provisions of this contract or of these business conditions are or will become void this does not affect the validity of the remaining provisions or the validity of the remaining business conditions. As far as can reasonably be expected in accordance with the principles of good faith, the contract partners are obliged to replace void provisions with such provisions that achieve the economic goal in a legally valid fashion. Additions to or amendments of the

above conditions must be in writing in order to become effective. The same applies to an amendment of the requirement of the written form.