



## Westfalia Metallschlauchtechnik GmbH & Co. KG General Terms & Conditions (Purchase)

### 1. Contract conclusion

Any orders will be subject to the following purchasing conditions even if we do not explicitly refer to these in future orders. Any other terms and conditions only apply if we have approved them in writing. Any other terms and conditions for delivery that may be included in documents such as order confirmations will not be accepted even if we do not waive these explicitly on receiving the order confirmation. They are not part of the contract. Any partial payment or acceptance of partial deliveries by us does not imply acceptance of any terms and conditions other than our order conditions.

Only orders placed by our purchasing department in writing or confirmed in writing are binding upon us. Commitments made orally or by telephone are not binding upon us. We may withdraw written applications and orders which are not confirmed within 14 days.

### 2. Prices, packaging surcharge

Unless otherwise agreed, prices are quoted as fixed prices free recipient as per art. 5.

### 3. Payment/assignment of receivables

Payments are made using the payment instruments of our choice and subject to agreed terms and conditions. In the absence of a specific agreement, we will make payment within 14 days following receipt of the invoice less 3% cash discount or within 30 days net. If the invoice is received before the receipt of goods, the payment terms start at the time the last portion of delivery is received. We are not in default unless we receive a reminder.

If premature deliveries are accepted, payment terms are based on the agreed delivery date.

In the event of an incorrect delivery, we may retain payment until correct fulfillment.

Payment is based on the quantities, dimensions and weights as determined on our premises.

If we make payment in advance on an exceptional basis, we may request the contractor to provide a guarantee.

Trade receivables against us may not be effectively assigned without our written approval.

At the time the goods are dispatched, two copies of the invoice shall be sent to us.

### 4. Delivery times

Delivery dates, delivery times and lead times are binding.

If the contractor is in default of delivery or service provisions, we may request compensation for damage caused by delay. Furthermore, we may set an appropriate period of grace without the need for a warning of refusal. After the ineffective expiry of such a period of grace, we may claim compensation for damage due to non-fulfillment or withdraw from the contract. Acceptance of late delivery does not imply waiver of any claims for damages.

If the contractor foresees any difficulties in material sourcing or production or in the event of circumstances beyond his/her control which might impede delivery in the specified quality in good time, the contractor must notify our purchasing department immediately. Failing such notification, he/she shall be liable in the same way as for a delivery delay caused by him/her.

than agreed or withdraw from the contract as far as this has not yet been fulfilled by the contractor without causing any claims for damages by the contractor against us.

### 5. Dispatch, cost, expenses

Dispatch shall be made free of cost at the supplier's risk. If a price ex supplier's works has been agreed, delivery shall be made at the lowest possible cost unless we explicitly specify a particular mode of transport.

Any additional costs involved in making an express delivery in order to meet an agreed delivery date must be borne by the supplier.

The risk is transferred to us once the goods have been received in our works and have been duly delivered to the recipient.

### 6. Warranty

The supplier guarantees that the delivery is free from defects and specifically that the delivery and service comply with the written agreements, specifications and samples which form the basis of the order as well as applicable standards and the latest accepted state of the art as well as applicable legal and official regulations, in particular accident prevention regulations until 30 months following the date of delivery unless otherwise agreed on a case by case basis. A written notice of defects will put off the statute of limitation for a period of six months. The statute of limitation is the legal status plus six months.

For a period of six months, any material defects are assumed to already have been present at the time of transfer of risk. Our guarantee claims are in line with legal regulations.

In the event of gross defects or short deliveries, the supplier waives the objection of late notice of defects.

For conditions as per § 377 HGB (German Commercial Code), a minimum period of two weeks shall apply.

Complained items are returned at the supplier's cost and risk.

If the case is urgent from our perspective or if the contractor does not immediately meet his/her warranty obligations, we are authorized to repair defective parts at the contractor's cost and to remove any damage.

If it turns out that due to a material defect, materials and wages have been applied by us in vain, the contractor will be liable to refund these expenses.

### 7. Liability claims

If we are made liable due to material defects based on legal liability facts, in particular based on liability resulting from the product liability act or due to the infringement of safety regulations, the contractor must release us from any liability as far as his delivery or service is defective and has been the cause for such damage.

### 8. Provision

Any materials of any kind provided by us remain our property and may only be used as intended.

Any treatment or processing is carried out for us without any obligation on our part. The work result remains our property.

In the event of a combination with material of third parties, we will acquire co-ownership in the total item on a pro-rata basis of the value of the provided material to the value of combined third party material.

Any provided material shall be stored separately in a well-organized manner and identified as belonging to us and shall be insured against fire, water,



Collective action, disruption of operations and events of Force Majeure shall relieve us from our obligation to accept deliveries throughout the duration of such an event.

In these cases as well as in the event of cessation of business or insolvency of our purchasers, we may at our discretion request delivery at a later date

theft and catastrophes at the contractor's expense. We shall immediately be notified of any third party access and the cost for any required interventions shall be borne by the contractor.

#### 9. Industrial property rights, confidentiality

The contractor is liable for making sure that no patents or other third party industrial property rights in Germany or abroad are infringed by the delivery or service and their use by us unless our developments are exclusively involved.

The contractor is particularly liable for all damage resulting to us, our purchasers and successors due to the infringement of such industrial property right including any expenses in and out of court.

The contractor shall treat as confidential our orders, as well as all related commercial and technical details and he/she shall place any subcontractors under the same obligation.

The contractor may only refer to this business relationship for promotional purposes with our prior written approval.

#### 10. Manufacturing equipment

The cost for manufacturing equipment required for the production of delivered items as well as their maintenance and repair shall be borne by the contractor unless otherwise agreed in writing.

If we bear the cost for the production of manufacturing equipment which is produced or procured by the contractor, this manufacturing equipment will become our property once samples have been approved. Instead of delivering the manufacturing equipment, the contractor may store it on our behalf. This manufacturing equipment may only be used for deliveries intended for us.

At our request, the equipment shall be delivered to us free of charge at any point in time unless it is needed to meet ongoing delivery obligations. The risk of loss or deterioration of manufacturing equipment shall be borne by the contractor until the time of delivery to us.

Any manufacturing equipment as well as any kind of documentation provided to the supplier, including samples, drawings, models or similar items shall be returned to us unsolicited and free of charge as soon as they are no longer needed to carry out the order. Products manufactured based on our documents or our confidential specifications or using our tools must not be used by the supplier nor must they be offered or supplied to third parties. This also applies to our print jobs.

#### 11. Work performed on our premises

Persons carrying out work on our premises to fulfil the contract must comply with the instructions applicable to accessing and leaving our premises. They must comply with the provisions of the applicable plant regulations. The relevant accident prevention regulations as well as the accident prevention regulations applicable to our works may be provided upon request at any point in time.

We do not assume any liability for accidents happening to such persons on our premises unless they are due to intent or gross negligence by the management team and/or executives of the company.

#### 12. Place of performance and place of venue

The place of performance for deliveries and services shall be the place of receipt specified by us. The place of venue shall be Siegen. We may sue the contractor at our discretion at his/her general place of venue.

#### 13. Partial invalidity – applicable law

If any provisions are invalid in whole or in part, the remaining provisions shall remain in force.

The legal relationship is exclusively based on German law ruling out the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Incoming goods acceptance:

Mon. – Thu. 6.00 am – 2.00 pm, Fri. 6.00 am – 12.00 pm.

Sitz Hilchenbach · Amtsgericht Siegen · HRA Nr. 6401

PhG: Westfalia Metallschlauchtechnik Verwaltungs-GmbH · Sitz Hilchenbach · Amtsgericht Siegen · HRB Nr. 4918

Geschäftsführer: Norbert Tillemans, Dr. Stefan Hauk, Christian Walters

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