

General Terms and Conditions of Purchase

HAUTAU GmbH, Wilhelm-Hautau-Straße 2, 31691 Helpsen, Germany
(hereafter referred to as "HAUTAU")

1. Scope

- 1.1 These terms and conditions shall apply to all orders. The placement of an order and/or its partial or complete execution shall be taken as acceptance of these terms and conditions, even without explicit confirmation.
- 1.2 These terms and conditions shall also apply should HAUTAU knowingly accept without reservation deliveries from suppliers that do not comply with or whose own terms and conditions diverge from these terms and conditions. The validity of suppliers' divergent order confirmations, agreements or terms and conditions shall require HAUTAU's explicit agreement.

2. Conclusion of contract

- 2.1 Quotations shall be made free of charge. They shall be submitted in writing unless otherwise agreed.
- 2.2 Only orders placed in writing shall be valid. Verbal or telephone agreements must be confirmed by HAUTAU.
- 2.3 Every order must be confirmed by the Supplier within 3 days, stating the HAUTAU order number. Should confirmation not be provided within 10 days of the order being drafted, HAUTAU shall no longer be bound to complete the order.
- 2.4 HAUTAU shall be released from their duty of acceptance for the duration of industrial action and operational disruptions of any kind. A sudden drop in business shall entitle HAUTAU to change submitted orders that are in progress to call-off orders.

3. Prices, payment

- 3.1 The price given when the order is placed is binding and excludes further claims of any kind. In the absence of a deviating agreement in writing, the price shall include "free house" delivery, including insurance and customs formalities and duties. Price increases shall only be valid with HAUTAU's written confirmation.
- 3.2 Separate invoices shall be submitted to HAUTAU in proper form after delivery. They shall be recorded under the actual day on which the invoice was received.
- 3.3 Unless otherwise stated in writing, HAUTAU shall pay the purchase price within 14 days with a discount of 3%, or within 30 days of the delivery/service and receipt of the invoice net.
- 3.4 HAUTAU shall be entitled to exercise their legal rights of retention without restriction. HAUTAU shall be entitled to exercise the option of statutory offsetting without reservation to the extent permitted by law.

4. Delivery, transfer of risk

- 4.1 The delivery time specified in the order is binding. The Supplier shall be responsible for the procurement of the supplies and deliveries necessary for the successful completion of the delivery or service without exception.
- 4.2 The Supplier shall be obliged to inform HAUTAU immediately in writing if and when circumstances occur or become discernible which mean that it will not be possible to comply with the agreed delivery time.
- 4.3 Non-compliance with the agreed delivery time shall entitle HAUTAU to withdraw from the contract without notice of default or setting a period of grace, and to pursue a claim for damages due to non-fulfilment.
- 4.4 The risk shall transfer to HAUTAU on completion of unloading and acceptance of the delivery by HAUTAU and/or at the agreed destination.
- 4.5 Deliveries shall be accompanied by delivery notes. The HAUTAU order number and item number shall be quoted on all shipping documents, invoices and in all correspondence.
- 4.6 The Goods shall be packaged so as to avoid damage during transportation. Packaging materials shall only be used in the amount required to fulfil this end. Reusable packaging materials shall be taken back by the Supplier freight paid.

4.7 The Supplier shall provide HAUTAU with proofs of origin stating all necessary information and properly signed once annually as a long-term declaration, or per delivery immediately and without specific request.

5. Defect liability

- 5.1 The Supplier shall guarantee that all deliveries/services comply with the newest technology, the applicable statutory conditions and provisions and directives given by the authorities and professional and trade associations.
- 5.2 The Supplier shall undertake to use environmentally-friendly or ecological products and procedures within the boundaries of financial and technical capabilities for their supplies/services and for the subcontracted supplies or ancillary supplies of third parties. They shall be responsible for the environmental performance of any products delivered and their packaging and for any damage caused by the violation of statutory disposal requirements.
- 5.3 The obligation to examine and notify of any apparent defects or discrepancies in quantity shall in each case begin only once the goods and all required shipping documents have been received by HAUTAU. HAUTAU shall only be obliged to open packaging and inspect the goods on a random basis. All deficiencies which are not noticeable due to the packaging or which cannot be identified on the basis of random testing shall be considered hidden defects. The notification of a deficiency shall be considered to have been submitted in due time if it is sent within a week of delivery or, in the case of hidden defects, within a week of discovery.
- 5.4 The statutory claims for defects are due to HAUTAU without restriction. Unless otherwise agreed, the legal statute of limitations shall apply to claims of defects.
- 5.5 Should HAUTAU incur costs arising from the deficient delivery of the Contractual Object, particularly transport, travel, labour and material costs or costs for incoming inspection which exceed the normal amount, these costs shall be borne by the Supplier.
- 5.6 The Supplier shall release HAUTAU from any third party claims due to liability as per the Product Liability Act, or due to liability according to the principles of producers' liability or other directives insofar as the Supplier is responsible for the defect causing the liability.

6. Confidentiality, protective rights

- 6.1 The Contractual Partners shall undertake to treat all commercial and technical details which are not public knowledge and which they become aware of through the business relationship, in strictest confidence.
- 6.2 HAUTAU reserves all property rights and copyright for all drawings, models, templates, drafts and similar objects to which the Supplier has been given access. The Supplier may not surrender or otherwise make them accessible to unauthorised third parties. The reproduction of such items is only permissible in the context of operational requirements and the copyright provisions. Subcontractors shall be bound accordingly.

7. Other provisions

- 7.1 The place of fulfilment and jurisdiction for all disputes arising from or in connection to this Contract – insofar as it has not been otherwise agreed in writing and pertains to traders, legal persons governed by public law or special funds under public law – shall be at the place HAUTAU is registered. HAUTAU shall, however, also be entitled to sue the Supplier at their branch location.
- 7.2 Exclusively German law shall apply to this contractual relationship. The application of the United Nations Convention on the International Sale of Goods (CISG) of 11 April 1980 is excluded.
- 7.3 The Supplier agrees that HAUTAU shall process and use any of their personal details received in the course of or in connection with the business relationship within the extent permitted under German Federal Data Protection Law.
- 7.4 In the event that a provision of these General Terms and Conditions of Purchase is or becomes invalid, then this shall not affect the validity of the other provisions.