

## Standard Purchasing Terms and Conditions

### I. General – scope of application

- 1.1. The following Standard Purchasing Terms and Conditions will govern all business relations between Richard Geiss GmbH (hereafter: "the Client") and the supplier (hereafter: "the Supplier"). Standard purchasing terms and conditions of the Supplier that differ from or contradict or complement these Standard Purchasing Terms and Conditions – subject to express written consent on its part - will not be accepted by the Client and are not part of the Contract. This will also apply should the Client, although aware of differing, contrary or complementary terms and conditions of the Supplier, unconditionally accept the Supplier's delivery.
- 1.2. All agreements concluded between the Client and the Supplier concerning the fulfilment of the order must be recorded in writing.
- 1.3. Our Standard Purchasing Terms and Conditions only apply to companies. Companies within the meaning of these Standard Terms and Conditions are individuals or legal entities or partnerships capable of concluding legal transactions that on the conclusion of a legal transaction with the Client are acting in exercise of their commercial or independent activity.

### II. Offer – documents supporting the offer

- 2.1. The Supplier is required to accept the Client's order within a period of two weeks from the time the order is submitted.
- 2.2. The Client retains rights of ownership and copyright to its diagrams, drawings, calculations and other documents to which it is entitled; third parties may not have access to them without the Client's express written consent; the provisions of section 9.5 will apply as appropriate. They may only be used for production on the basis of the Client's order; they must be returned, unsolicited, to the Client, after the order has been carried out.

### III. Prices – payment terms

- 3.1. The price shown in the order is binding. In the absence of a written agreement, the price includes "free delivery" including packaging. Return of the packaging requires a separate agreement.
- 3.2. The price includes the value added tax stipulated by law.
- 3.3. The Client will only process invoices provided – in accordance with the specifications in the Client's order – that the order number therein is stated; the Supplier is responsible for all the consequences resulting from a failure to comply with this requirement unless it is able to prove that that it is not responsible for this omission.
- 3.4. Unless anything different has been agreed in writing, the Client will pay the purchase price within fourteen days, calculated from the date of delivery and receipt of the invoice, with 2% cash discount or within thirty days after receiving the invoice without any deduction.
- 3.5. The Client is entitled to offset claims and to withhold payment to the extent provided for by law.

### IV. Delivery terms

- 4.1. The deliver period stated in the order is binding.
- 4.2. The Supplier is required to notify the Client immediately in writing should circumstances occur or become evident to it that make it unlikely that the stipulated delivery time can not be met.
- 4.3. In the event of a delivery delay, the Client will be entitled to the rights provided for in law. In particular, the Client is entitled, after a reasonable period of time has elapsed without the desired result, to demand compensation instead of performance and to rescind the Contract.

### V. Transfer of risk – documents

- 5.1. Unless anything different has been agreed in writing, the delivery will be made free of charge.
- 5.2. The Supplier is required to state the Client's exact order number on all delivery papers and delivery notes; the Client will not be responsible for any delays in processing should the Contractor neglect to do this.

### VI. Investigation of defects – liability for defects

- 6.1. The Client is required to inspect the goods for quality and quantity differences within a reasonable period of time; the defect will have been reported in time provided it is submitted by the Client within ten working days, calculated from the receipt of the goods, or in the case of hidden defects, from the date it is discovered.
- 6.2. The Client has unlimited right to the warranty claims provided for in law; in any event, should a defect be present, the Client is entitled, at its option, to demand either that the defect be remedied or the delivery of new goods. The right to claim compensation, particularly compensation instead of performance, is expressly reserved.
- 6.3. The warranty period is 36 months calculated from the date that the goods ordered are delivered to the Client unless the mandatory provisions of §§ 478, 479 of the German Civil Code apply.

### VII. Product liability

Should the Supplier be responsible for product damage, it will be required to relieve the Client of claims for compensation by third parties on the first occasion of being asked to do so should the cause lie in its area of control and organisation and it is itself liable in its external relations.

### VIII. Proprietary rights

- 8.1. The Supplier warrants that no rights of third parties in the Federal Republic of Germany are infringed in connection with its delivery.
- 8.2. Should claims therefore be lodged against the Client by third party, the Supplier will be required to relieve the Client of these claims on the first occasion of being asked to do so.
- 8.3. The Supplier's obligation to provide relief refers to all expenses incurred by the Client as a result of or in connection with the claims lodged by the third party.
- 8.4. The expiry period is 36 months calculated from the delivery of the goods ordered.

### IX. Reservation of title – provision of materials – tools – secrecy

- 9.1. Should the Client provide materials to the Supplier that are its property, the Client will retain title to these materials. The Supplier will carry out processing or conversion on behalf of the Client. Should the Client's reserved goods be processed together with other objects not belonging to the Client, the Client will acquire co-ownership of the new product in relation to the value of the Client's product (purchase price plus value added tax) to the other objects processed at the time the processing takes place.
- 9.2. Should the materials provided by the Client be inseparably mixed together with other objects that do not belong to the Client, the Client will acquire co-ownership of the new product in relation to the value of the Client's product (purchase price plus value added tax) to the other objects mixed at the time the mixing takes place. Should the mixing be carried out in such a way that the Supplier's product is to be regarded as the main product, it will be considered to have been agreed that the Supplier will transfer proportionate co-ownership to the Client; the Supplier will keep the wholly-owned or co-owned property safe on behalf of the Client.
- 9.3. The Client reserves title to all its tools; the Supplier is also required to use these tools solely for the manufacture of the goods ordered by the Client. The Supplier is required to insure tools belonging to the Client at their value as new at its own expense against damage due to fire, water and theft. Simultaneously, the Supplier cedes with immediate effect all claims to compensation under these insurances to the Client; the Client hereby accepts the cession. The Supplier is required to carry out any necessary maintenance and inspection work to the Client's tools and also to carry out any necessary repair and refurbishment work in time and at its own expense. It is required to notify the Client of any malfunctions immediately; should it culpably neglect to do this, this will not affect any claims to compensation due to this fact.
- 9.4. Should the collateral rights to which the Client is entitled in accordance with section 9.1 and/or section 9.2 exceed the purchase price of all the Client's unpaid reserved goods by more than 10%, the Client is required at the Supplier's request to release collateral rights chosen by the Client.
- 9.5. The Supplier is required to treat as strictly secret all diagrams, drawings, calculations and other documents received from the Client or from third parties on the Client's instructions. They may only be disclosed to third parties subject to the Client's express consent. The obligation to secrecy will also remain in force after the contractual relations between the Client and the Supplier have been completed; this obligation will lapse should and to the extent that the manufacturing knowledge contained in the diagrams, drawings, calculations and other documents have become generally known.

### X. Legal venue – place of fulfilment

- 10.1. The legal venue for all disputes arising from the contractual relationship between the Client and the Supplier is - provided that this is legally permissible - the Client's place of business. The Client is however entitled to sue the Supplier at any other authorised legal venue.
- 10.2. Unless the order provides for anything to the contrary, the place of fulfilment is the Client's place of business.
- 10.3. Legal relationships in connection with the contractual relationship between the Client and the Supplier will be subject to the law in Germany applicable to Germans to the exclusion of UN purchasing law.
- 10.4. Should individual provisions of this Contract between the Client and the Supplier including these Standard Purchasing Terms and Conditions be or become wholly or partially invalid, this will not affect the validity of the remaining provisions of the Contract. The wholly or partially invalid provision will be replaced by a provision that approximates commercially as far as possible to the invalid provision.