



Purchase Conditions

1. Order and order confirmation

- (1) Company Riedel (Purchaser) can cancel the order, if the Contractor has not confirmed the order in writing within two weeks after receipt (order confirmation).
- (2) If the order confirmation differs from the order, then the Purchaser is bound by it only if he has consented to the difference in writing. In particular the Purchaser is bound by the Contractor's General Sales- and Delivery Conditions only insofar as these conditions correspond with his or when he has consented to them in writing. The acceptance of deliveries or services as well as payments do not indicate consent.
- (3) Changes in or additions to the order are effective only if they are confirmed in writing by the Purchaser.

2. Delivery time

- (1) The timeliness of deliveries means the time of entry at the place of destination stated by the purchaser; the timeliness of deliveries including setup or installation as well as service means the time of their acceptance.
- (2) At discernible delay of a delivery or service the Purchaser must be notified at once and his decision obtained.

3. Transition of risk and dispatch

- (1) At deliveries including setup or installation and services transition of risk takes place with their acceptance. At delivery without setup or installation transition of risk takes place with entry at the destination stated by the Purchaser.
- (2) If not otherwise agreed, dispatch- and packing costs are to the account of the Contractor. At delivery condition –ex works- or –ex sales depot- of the Contractor always the lowest cost transportation mode is to be used unless the Purchaser has dictated a certain transportation mode. Additional costs caused by a non-observed forwarding instruction are to the account of the Contractor. At delivery condition –all charges paid- the Purchaser can also dictate the transportation mode. Additional costs for speeded transportation, perhaps necessary to remain within the delivery time, are to the account of the Contractor.
- (3) Each delivery must contain a packing list or delivery note stating contents as well as complete order markings. The dispatch is to be indicated immediately stating these details also.

4. Invoices

- (1) Invoices must state order markings as well as the numbers of each position. As long as this data is missing invoices cannot be paid. Invoice duplicates must be marked 'duplicate'.

5. Payments

- (1) Payments ensue, if not agreed upon differently, within 14 days and deduction of 3% discount or within 30 days and deduction of 2% discount or within 90 days net.
- (2) The term of payment begins as soon as the delivery or service is completed and the orderly invoice has arrived. Insofar the Contractor has to supply material tests, test protocols, quality documents or other documents, completion of delivery and service presupposes also the arrival of these documents. Deduction of discount is also permissible, when the Purchaser, because of complaints, retains balances or payments in appropriate height; the term of payment begins after complete elimination of the complaints.
- (3) Payments do not signify acknowledgement of the deliveries or services as according to contract.

6. Complaint liability

- (1) The Contractor must guarantee for his deliveries and services one year. The term of guaranty begins with the transition of risk (no. 3 par. 1). Deliveries to sites where the Purchaser carries out orders, other than his company or works, the term of guaranty begins with the acceptance by the Purchaser's customer. At the latest the term of guaranty ends two years after transition of risk.
- (2) If complaints are detected prior to or at transition of risk or occur during guaranty period, the Contractor must, on his account, and depending on the decision of the Purchaser, either remedy the complaints or deliver or service faultlessly anew. This applies also for deliveries where testing was limited to spot-checks. The Purchaser's choice must be according to reasonable estimate.

- (3) If the Contractor does not remedy the complaints respectively does not replace or service anew within a reasonable term set by the Purchaser, then the Purchaser has the right to step back altogether or in part from the contract without indemnification, to demand price reduction or to arrange for or do himself after-treatment or replacement, costs to the account of the Contractor, or to demand indemnification due to non-performance. Corresponding applies, when the Contractor declares himself not in a position for complaint remedy, the new delivery or service, within a reasonable set term.
- (4) After-treatments can be done without set term and to the account of the Contractor, if delivery ensues after delay has set in and the Purchaser, in order to avoid own delay or because of other urgency, has an interest in immediate after-treatment.
- (5) Prior stated claim rights are limited to one year after complaint disclosure.
- (6) Further legal claims, in particular compensation of useless costs for efforts in work or treatment, remain untouched.
- (7) Complaints can be raised within one month since delivery or service or, insofar complaints were not noticed until work or treatment or putting to use, at the time of their establishment.
- (8) Prior stated regulations are correspondingly valid for remedy services.
- (9) The Contractor carries costs and risk for return deliveries of imperfect items.

7. Passing-on of orders to third parties

- (1) Passing-on orders to third parties without written consent of the Purchaser is not permitted and entitles the Purchaser to withdraw from the contract altogether or in part as well as to demand indemnification.

8. Material addition

- (1) Material additions from the Purchaser remain the property of the Purchaser and must be stored, marked and administered separately free of cost. Their application is permitted for the Purchaser's orders only. The Contractor must replace them at depreciation or loss. This applies also for invoiced materials of entrusted order-bound materials.
- (2) Processing or redesign of the material is done for the Purchaser. The Purchaser becomes owner of the new or redesigned object immediately. Should this be impossible because of legal reasons, Purchaser and Contractor agree, that the Purchaser becomes owner during each stage of processing or redesign of the new object. The Contractor safe-keeps the new object free of charge for the Purchaser with the care of a proper businessman.

9. Tools, shapes, samples, secrecy etc.

- (1) Tools, shapes, samples, models, profiles, drawings, norm sheets, copy prints and science entrusted by the Purchaser or accordingly manufactured objects must neither be entrusted to third parties without written consent of the Purchaser nor be used for other purposes than stated in the contract. They must be safeguarded against unauthorized inspection or use. With reservation to further rights the Purchaser can demand their restitution, if the Contractor violates these obligations.
- (2) Information gained by the Purchaser will not be made accessible to third parties by the Contractor, insofar they are not generally known or otherwise legally known to him.

10. Assignment of claim

- (1) Assignment of claim is permissible only at written consent of the Purchaser.

11. Complementary rules

- (1) Insofar the order conditions do not contain rules, legal rules apply.

12. Legal domicile, practicable law

- (1) If the Contractor is full trader, legal domicile is the location where the order was initiated,.
- (2) German law applies, under preclusion of the UN-Convention on Contracts dated 11.April1980.