

Kunde / client	<b>All</b>
Dokument / Document	<b>Terms and Conditions of Purchase</b>
Revision	<b>0</b>
Ausgabedatum / date of issue	<b>12/05</b>



## 1 Terms and Conditions of Purchase

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### 1. Formal requirements for validity

Orders and other declarations are binding only if submitted or confirmed by us in writing or by fax. As an exception, telecommunication media that we receive without a printout are not legally valid until confirmed by us in writing or in a form that is equivalent to the written form. The same applies to signatures and the scope of an order.

An order placed as an exception by telephone or verbally without confirmation or an order that is not in conformity with the requirements of our terms and conditions of purchase shall nevertheless be valid in accordance with our following terms and conditions of purchase if the supplier is aware of the latter, does not object to them and executes the order.

### 2. Applicability of our terms and conditions of purchase

Our orders shall be placed exclusively based on our following terms and conditions of purchase, if we do not explicitly declare in writing (or in an equivalent form) our acceptance of other terms and conditions. It shall be deemed as agreed upon that orders placed within the framework of future business relations are also based exclusively on the following terms and conditions of purchase, without reference to our terms and conditions of purchase. We hereby object to any provisions in the customer's general terms and conditions that conflict with our terms and conditions.

### 3. Deliveries

Deliveries are carried out at the expense and risk of the supplier. The risk is not transferred to us until the delivery is accepted by us or our employees.

### 4. Notification of defects

We can assert claims for defects detected upon regular inspection within 10 days of receipt of the delivery. For defects that are not detected despite a regular inspection, this period does not begin until the time at which we recognize the defect, not however after expiration of the warranty period.

### 5. Consequences of incomplete or delayed delivery

If a delivery or an arranged partial delivery is not completed on schedule, wholly or in part, due to a fault of the supplier, we are entitled, after ineffective expiration of a grace period of 2 weeks to be granted by us with respect to complete fulfilment of the order, to cancel the order wholly or in part or to request compensation for damages due to failure to deliver.

### 6. Defects in the delivery

If a delivery is defective, we are entitled, at our option, to cancel the order, or if the legal requirements are fulfilled, to request compensation due to failure to deliver, immediate delivery of non-defective goods or remedy of the defect. In urgent cases we are also entitled within our obligation to mitigate damages to remedy the defect or replace the defective goods ourselves or through third parties at the expense of the supplier.

### 7. Retention of title

A simple retention of title on the part of the supplier until the time of complete payment for the delivered goods is acknowledged. An extended or prolonged retention of title is not acknowledged.

### 8. Invoicing and payment

Invoices shall be submitted as a single copy with all corresponding documentation after completion of the delivery or service. Invoices shall not be included with the delivery. Incorrectly submitted invoices shall be deemed received by us starting with the time of correction.

The agreed prices are duty paid to the receiving plant, including packaging. Prices will be calculated based on the effective weight per unit or number of units. If the maximum weight or quantity ordered by us is exceeded, there will be no remuneration for the excess amount.

### 9. Assignment

Assignment or pledging of the rights of the supplier resulting from the contract is possible only with our written permission.



## 10. Product liability

If we incur damages covered by the supplier's product liability obligation or if third-party claims for damages are asserted successfully against us on the basis of concluded contracts or within the scope of product liability obligations and if a claim for damages that is successfully asserted against us results from a defect in the delivered goods, the supplier shall be liable to us beyond the contractual or legal stipulations for compensation of our demonstrable damages and our expenses for any required recall or exchange action. If the party asserting the claim against us bases the claim on a product liability law that does not require a fault on the part of the party causing the damage (which is true in particular of the product liability laws of the member states of the EU), then the supplier shall also be liable without fault.

## 11. Relinquishment of documents; advertising; secrecy

### 11.1

Drawings, models, samples and other documents provided to the contractor or his vicarious agents or prepared by them according to our specifications remain our property and may be used only for processing the offer and for carrying out the ordered delivery or service and may not be made accessible to third parties without our prior written permission. They shall be stored safely by the contractor, free of charge and at his own risk. They shall be returned to us without delay on request and after processing our inquiry or after execution of the ordered delivery or service, without being asked.

### 11.2

The drawings, descriptions, etc. connected with the order are binding for the contractor; however, he shall examine them for any discrepancies and notify us immediately of any discovered or assumed errors; otherwise, he will not be able to plead discrepancies or errors at a later time. The supplier is solely responsible for drawings, plans and calculations prepared by him, also in the event that they are confirmed by us.

### 11.3

The use of our inquiries, orders and related correspondence for advertising purposes is prohibited.

### 11.4

Furthermore, the contractor shall maintain secrecy vis-à-vis third parties concerning all operational processes, facilities, systems, etc. relating to us and our customers of which he becomes aware in connection with his services for us, also after submission of the respective offers or completion of the respective order. The contractor shall accordingly obligate his vicarious agents to comply with the above.

## 12. Third-party property rights

The contractor shall ensure that third-party rights, in particular property rights such as patents, trademarks or utility models, are not violated by the delivery and/or service or their use. He shall be obligated to release us from all third-party claims resulting from any asserted violation of rights and any expenses incurred.

### 12.1 Rights to working results

If no other agreement is made by the parties, all working results and any industrial protection rights to these results shall become the exclusive property of Heinkel Process Technology GmbH.

## 13. Place of fulfilment; place of performance; applicable law

- a) If allowed by the German Code of Civil Procedure, in particular Section 29 of the German Code of Civil Procedure, in conjunction with the provisions of the German Commercial Code, the place of fulfilment for delivery and payment, and also the place of jurisdiction, is Besigheim, reserving our right to choose the stipulated place of jurisdiction for the supplier for proceedings. This also applies to bill of exchange, check or documentary proceedings. If the delivery is to be delivered to a location other than the above place of fulfilment, then that location shall be considered the place of fulfilment. The stipulated place of jurisdiction remains unchanged.
- b) The contractual relationship is governed by the laws of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

## 14. Partial invalidity

If any of these provisions are legally invalid or contain a gap, this shall not affect the validity of the other provisions. The invalid clause shall be replaced by a provision that most nearly fulfils the intention of the parties. Otherwise, the statutory provisions apply.