



General Conditions of Purchase for Deliveries and Services of Schoeller Werk GmbH & Co KG

Sec. 1 Scope of application

(1) These Terms and Conditions of Purchase for Deliveries and Services shall apply to the procurement of deliveries and services of all kinds (hereinafter referred as "Services"), irrespective of the type of contract chosen by the Purchaser. The General Terms and Conditions of Purchase for Deliveries and Services shall apply in addition to and subordinate to the Purchaser's individual contractual provisions with the Supplier.

(2) In relation to General Terms and Conditions or other terms of the Supplier, the "General Terms and Conditions of Purchase for Deliveries and Services " shall apply exclusively, this also applying if the Purchaser does not expressly object to the Supplier's conditions. Any terms and conditions of the Supplier that conflict with or deviate from the purchase order or the General Terms and Conditions of Purchase for Deliveries and Services will not be acknowledged or included unless inclusion was expressly agreed.

(3) These Terms and Conditions shall be acknowledged unconditionally when the quote is submitted, but no later than when the purchase order is carried out.

Sec. 2 Offers and orders

(1) Offers shall correspond to our inquiries; deviations, doubts, reservations, points needing to be resolved and alternative proposals must be clearly indicated. All offers shall be free of charge and non-binding for us.

(2) Orders, agreements and other declarations shall only be binding if we issue or confirm them in writing. Fully automated orders that are expressly identified as such shall not require the written form.

Sec. 3 Prices, Invoicing, Payment, Set-off and Provision of security

(1) The agreed prices are fixed prices and free place of use including packaging and freight costs - plus the respectively valid value added tax. If a price "ex works" or "ex warehouse" has been agreed, we shall only pay the most favourable freight costs. All costs incurred up to the handover to the carrier, including loading, shall be borne by the service provider. We reserve the right to acknowledge over-deliveries or under-deliveries.

(2) A separate invoice shall be issued for each order. The invoice must comply with the requirements of the applicable tax laws, in Germany this being in particular the Value Added Tax Act (UStG), and must list the Services provided in a clearly structured and comprehensible manner, stating our order number. If inspection and acceptance of the service has been agreed, the inspection and acceptance report must be attached.

(3) We shall pay within 14 days of delivery and receipt of invoice with a 3% discount or by the end of the month following delivery and receipt of invoice without deduction. If premature deliveries are accepted, the due date for payment shall be determined on the basis of the agreed delivery date. Payments made by us shall not constitute recognition of the invoice.

(4) If we default in payment, we shall pay interest on the claim at a rate of 5% percentage points above the base rate in accordance with Section 247 German Civil Code (BGB), excluding any further claims.

(5) We reserve the right to offset any counterclaims against the Supplier's main claim.

(6) The service provider may only offset against undisputed or legally established claims. It shall only be entitled to rights of retention insofar as they are based on the same contractual relationship.

(7) If we make a down payment or advance payment on our order, we shall be entitled at any time to request reasonable security in the form of an unlimited and unconditional guarantee in accordance with German law and with German jurisdiction from a credit institution registered in the European Union and having the best credit rating. Alternatively we shall be entitled the assignment of corresponding materials as security, in particular of the ordered items being processed.

Sec. 4 Delivery, Packaging and Duty

(1) The transport risk shall be borne by the service provide in every case. The version of the Incoterms valid at the time of entry into the contract shall apply for the interpretation of the commercial terms.

(2) The goods shall be properly packed. The prescribed marking and labeling must be applied and documents issued in the case of hazardous substances. If the packaging is to remain the service provider's property, the service provider shall take it back at its own expense

(3) The service provider shall provide any proof of origin requested by us with all necessary information, duly sign same and make same available without delay. The foregoing also applies to proof relating to VAT for foreign and intra-Community deliveries. The service provider shall inform us without delay if a delivery is wholly or partially subject to export restrictions according to German law or any other law.

Sec. 5 Drawings, proof and other documents

(1) Any documents (e.g. drawings), devices, models, tools or other means of production or templates that we provide shall remain our property. They may only be used, duplicated or transmitted to third parties to process the offer and fulfil the order. They must be returned to us immediately and free of charge after execution of the order.

(2) In the cases governed by law or legal regulations, Operating instructions or instructions for use in German, Safety data sheet, EC declaration of conformity and CE marking or declaration of incorporation shall be enclosed with the delivery item:

(3) Insofar as agreed in individual contracts, the delivery item shall be accompanied by technical documentation in German, consisting of instructions for use, maintenance and overhaul procedures, execution plans and spare and replacement parts lists.

Sec. 6 legal position of the sub-suppliers

The service provider shall be liable for deliveries from sub-suppliers as if they were its own deliveries. If a defect or damage is suspected in connection with parts from sub-suppliers supplied in the context of the contractual Services or subcontractor Services, the service provider shall provide us, on request, with information about the sub-supplier, intermediate supplier or subcontractor, as well as all the data and information required to assert claims against same.

Sec. 7 Performance of Services and Warranty

(1) At the time of the passage of risk, all the Services of the service provider must agree with the quality features in our order and be unconditionally suitable for the normal service life and purpose assumed under the contract or for the usual purpose if no such purpose has been specified.

(2) The Services must comply with the recognised rules of the trade and the European and German technical standards, all legal and sub-legal provisions applicable at the place of performance, in particular the provisions of occupational safety laws, the requirements of the Product Safety Act (ProdSG), accident prevention regulations and fire safety regulations and the provisions of environmental laws.

(3) Statutory provisions shall apply in case of material defects and defects of title of Services of the service provider. We are entitled to set a reasonable deadline for subsequent fulfilment, unless subsequent fulfilment cannot reasonably be expected of us. Aside from cases defined by law, such unreasonableness may in particular result from an imminent unreasonable delay or uncertain success due to devices, installations or equipment that are relevant to safety or required for operational or business reasons.

(4) In the event of material defects, we shall be entitled to remedy the defects ourselves and to claim advance payment in accordance with Section 637 German Civil Code (BGB) after the fruitless expiry of a deadline set for subsequent fulfilment, without prejudice to statutory claims, this also applying to purchase contracts and contracts for work and materials.

(5) Insofar as we are entitled to withdraw from the contract by virtue of statutory or contractual provisions in the case of non-performance or improper performance of the Services, such withdrawal - insofar as the non-performance or improper performance of the Services is limited to a delimitable part of the Services - may be limited to such part while maintaining the rest of the contract.

(6) If we are required to inspect the Services and notify of defects in accordance with Section 377 (1) German Commercial Code (HGB), we shall have two weeks from delivery for timely fulfilment. If a defect that only becomes

apparent at a later date is notified, such notification shall be deemed to be in due time if given within two weeks after it is discovered.

(7) If a material defect becomes apparent within six months of the passage of risk, it shall be assumed that the item was already defective when the risk passed, unless this assumption is incompatible with the nature of the item or the defect.

Sec. 8 Industrial property rights

(1) The service provider shall be liable for ensuring that its Services and their proper use by us do not infringe any third-party property rights.

(2) In the event of an infringement of third-party industrial property rights resulting from the proper use of the Services, the service provider shall indemnify us from all claims of third parties and all damages, expenses and other disadvantages incurred by us in this connection without prejudice to our statutory claims.

Sec. 9 Assignment, provision of security, contract transfer and company change

(1) The Supplier may not assign claims against the Purchaser, either in whole or in part, without the Purchaser's prior written consent. The Purchaser shall not refuse this consent without good cause.

(2) The Purchaser hereby consents to assignments that are made on the basis of an extended reservation of title subject to the condition that it reserves all rights against the assignee that it would be entitled to against the Supplier without the assignment.

(3) If the Purchaser makes down payments or advance payments on its order, the Purchaser shall be entitled at any time to demand a corresponding guarantee according to its text and/or the assignment of corresponding materials as security, in particular of the ordered items being processed.

(4) The Supplier shall notify the Purchaser without delay of any transfer of the contract that occurs by operation of law and of any change to its company or the company's legal form or registered office.

(5) If an application for insolvency proceedings is filed with regard to the Supplier's assets or if there are sufficient indications that the prerequisites for filing for insolvency proceedings are met or that there are insufficient assets, the Purchaser shall have an immediate right of termination for cause, excluding any claims for compensation on the part of the Supplier.

Sec. 10 Partial invalidity, advertising ban, data protection

(1) These terms and conditions shall remain in full force and effect, even if individual parts are legally invalid.

(2) Our inquiries and orders may not be used for advertising purposes.

(3) Data arising in connection with the business relationship shall be stored and transmitted in files by the Purchaser.

Sec. 11 Applicable law, place of jurisdiction and place of performance

(1) Only the law applicable to the legal relations of domestic parties at the registered office of the ordering company, excluding foreign law, shall apply to all legal relations between the parties to the contract. The uniform UN Convention on Contracts for the International Sale of Goods shall not apply.

(2) The competent local court or regional court at the Purchaser's registered office shall be the place of jurisdiction for both parties. Aside from this, the Purchaser is entitled to choose the Supplier's general place of jurisdiction.

(3) The respective administrative seat of the Purchaser shall be the place of performance for payment claims of the parties, and the respective place of receipt specified in the Purchaser's order form under "Shipping address" shall be the place of performance for all other claims.