



## General Terms of Purchase

### §1 General

1. Any orders in the scope of commercial transactions shall only be subject to the following conditions. Terms and conditions of the supplier shall only be recognised where their provisions comply with our terms and conditions. Apart from this, we expressly object to their application for this contract. Even if we refer to a letter that contains terms and conditions of the supplier or a third party or refers to them, this shall not be agreement to application of those terms and conditions.

2. Even if this is not indicated again separately when similar contracts are entered into, only the general terms and conditions of Technoform Kunststoffprofile GmbH, in their version as available at [www.tkp.de/agb](http://www.tkp.de/agb) when the orderer makes his statement, shall apply, unless the contacting partners agree on something different.

### §2 Order and entering into the contract

The supplier shall confirm our order in writing without delay. Where our offers do not expressly include a commitment period, we shall remain bound to them for 14 days as of the date of the offer. Timely acceptance shall be subject to receipt of the acceptance statement by us.

### §3 Illustrations, Drawings, Templates, Confidentiality

1. We reserve title and copyright in illustrations, drawings, templates, calculations and other documents that we have submitted to the supplier or that were produced at our order. Where such objects were produced by the supplier to meet his obligations, he shall transfer title or copyright in them to us at our request after processing of the order.

2. The supplier shall keep any documents and information strictly confidential. They must only be disclosed to third parties with our express consent. This obligation to secrecy shall continue after completion of the contract.

3. The documents must only be used for production based on our order and shall be returned to us without delay after completion of the order.

4. Without our previous consent, the supplier shall not refer to the business relationship in advertising materials, brochures, etc. and not exhibit any delivery objects produced for us.

### §4 Payment Terms

1. The agreed prices shall be fixed prices unless a price escalation clause or price reservation has been agreed. The price shall include delivery free domicile, including packaging. At our demand, the supplier shall take back the packaging at his expense. Return of the packaging shall, apart from this, be according to the statutory provisions.

2. Invoices shall not be included with the shipment but submitted separately for each order after delivery in triplicate with indication of VAT and under complete indication of our order number, item number, amount delivered and delivery address. Where one or several of these indications are missing so that processing by us is delayed in the scope of our regular business transactions. The payment periods named in paragraph 3 extend by the period of the delay.

3. Our payment shall take place 14 days after contractual receipt of the goods and receipt of the proper, verifiable invoice under deduction of 3% discount, or within 30 days without deduction. We shall have the right to issue bankable bills of exchange at the payment date, with any discount expenses exceeding the objective being at our expense. In case of payment default, we shall owe default interest amounting to five percentage points above the base interest rate pursuant to § 247 German Civil Code.

4. Set-off and retention rights are due to us according to the statutory scope.

### §5 Delivery Term

1. The agreed delivery periods shall be binding. The supplier shall not be authorised to make any partial deliveries without our previous consent.

2. Any goods delivered prematurely without our consent may be returned or stored at the expense of the supplier. In case of return, the supplier shall deliver the goods at the agreed time.

3. The supplier shall inform us in writing without delay as soon as it becomes clear for him that he cannot comply with the agreed delivery period.

4. In case of delivery delay, we shall be due all statutory claims, including the right to rescission and claim to damages instead of performance after unsuccessful passing of an appropriate grace period.



5. Where the supplier exceeds the agreed delivery period, he shall be liable for a contractual penalty of 0.3% of the ordered value for every completed working day that the period is exceeded. Unless he proves that the term was not exceeded due to his fault. The total of the contractual penalty shall be limited to 5% of the ordered value. However. We reserve the right to assert any additional default damage, including any contractual penalties.

#### **§6 Shipping and Acceptance**

1. Delivery shall be free domicile. Risk shall only pass to us at handover.
2. Every delivery shall include a delivery receipt. Delivery receipts, dispatch notices, consignment notes, package indications, etc. and any correspondence shall include our complete order number, order date and parts number.
3. Acceptance of the delivered goods without reservation shall not constitute any waiver of warranty or damages claims.

#### **§7 Warranty and Liability**

1. The supplier's warranty shall be according to the statutory provisions where the following provisions do not provide for something different.
2. Freeness from defects includes consideration of the latest state of the art and compliance with the latest DIN and accident prevention provisions, as well as non-violation of third-party property rights.
3. The warranty period purs. to § 438 no. 2 German Civil Code is extended to six years from delivery. The warranty period purs. to § 438 no. 3 German Civil Code shall be extended to three years as of delivery. As of receipt of our written indication of defects by the supplier, expiration of warranty claims shall be suspended. In case of replacement deliveries and removal of defects, the warranty period for replaced and improved parts shall commence again, unless we had to assume by the conduct of the supplier that he did not consider himself obliged to perform the measure but only performed the replacement delivery or defect removal for reasons of goodwill or similar reasons.
4. In addition to any other claims, we may also claim damages for futile expenses of material and wages.
5. Warranty is not limited by our inspecting or examining the goods at the supplier's site or his sub-suppliers'.
6. The examination and complaint period pursuant to § 377 German Commercial Code is at least five workdays as of goods receipt.
7. If the supplier must produce his product according to our information, drawings, etc., he shall be obliged to inspect our indications and to report reservations if there are any concerns regarding suitability. He shall also be subject to warranty objections if the defect of the delivered object is due to our defective instructions if he has recognised the defect or should have recognised it in the scope of the inspection to be performed by him. § 254 German Civil Code shall not be affected.

#### **§7a Replacement Deliveries**

1. The supplier shall provide suitable amounts of the products delivered to us for a period of at least 5 years after delivery.
2. Where the supplier intends to cease production of the product delivered to us, he shall inform us of this without delay after the decision to cease production. This decision must be made – subject to paragraph 1 – at least 6 months before production is ceased.

#### **§8 Product Liability**

1. If any claims are asserted against us – for any defect of our products caused by a product of the supplier – for any legal reason, the supplier shall be liable to reimburse us for the damage caused by his product.
2. The supplier shall document to us sufficient product liability insurance and submit to us a copy of the insurance policy. The coverage total to be documented is at least 5 M EUR per damage case.
3. Where the supplier is responsible for product damage, he shall reimburse us for any damages claims of third parties.
4. In this scope, the supplier shall also reimburse any expenses pursuant to §§ 683, 670, 840, 426 German Civil Code that result from or in connection with any recall campaign performed by us.
5. The supplier shall mark his products so that they are permanently recognisable as his products.
6. The supplier shall perform quality assurance suitable in type and scope, according to the latest state of the art, and document it on request. Where we consider this necessary, he shall enter into the corresponding quality assurance agreement with us.

**§9 Property rights and other rights of third parties**

1. The supplier shall be liable for any claims resulting from contractual use of his products due to violation of property rights and property right registrations (property rights). § 254 German Civil Code shall not be affected where we know of such violations or did not know of them due to gross negligence. He shall indemnify us against any third-party claims.
2. The supplier shall not be liable where he has produced his products according to drawings, models, other descriptions or information provided by us and does not know or does not have to know that they violate property rights. Where he is not liable, we shall indemnify him against any claims by third parties.
3. The supplier and we shall inform each other without delay of any violation risks that become known and any alleged violation cases and provide us with opportunity to counter such claims amicably.
4. On request, the supplier shall indicate use of published and unpublished own and licensed property rights and property right registrations in his product.
5. The above provisions shall apply accordingly for violation of any other third party rights.

**§10 Tools and Provided Parts**

1. Any parts provided by us shall remain our property. Processing or conversion by the supplier shall be performed for us. If such parts are processed with other parts, we shall gain joint property in the new object at the ratio of the value at the time of processing.
2. We also reserve title in any tools and devices provided by us. The supplier shall mark them as our property. The supplier shall sufficiently insure these objects at the reinstatement value at his own costs. He shall perform any maintenance and inspection work required at his own expense. He shall inform us without delay of any interferences.
3. The supplier must only use the tools and deliveries provided by us for production of products ordered by us.

**§11 Final Provisions**

1. Place of performance for any contractual obligations shall be the orderer's registered seat.
2. It shall also be place of jurisdiction for assertion of any claims from this contract, even where asserted in the certificate, bill or exchange or cheque procedure.
3. The law of the Federal Republic of Germany shall apply exclusively where nothing deviating results from these general terms and conditions.
4. Application of the consistent UN Convention on Contracts for the International Sale of Goods is expressly excluded.

**§12 Oral Side Agreements**

There are no oral side agreements.

Lohfelden, November 2011