



Standard Terms and Conditions of Purchase for Hartmann & König Stromzuführungs AG

1. Validity of our Standard Terms and Conditions of Purchase

The Terms and Conditions of Purchase stated below shall apply exclusively for all agreements pertaining to services and deliveries on the part of the Supplier. Deviating standard terms and conditions on the part of the Supplier are hereby expressly excluded. The acceptance of services without reservation and, in particular, the payment thereof, shall not represent consent to the Supplier's terms and conditions. In the event of discrepancies between the text in the order or the text in the documents stated in the order and the Standard Terms and Conditions of Purchase given below, the text in the order or the text in the documents stated in the order shall have priority.

2. Orders/awarding of contracts

- 2.1. Orders placed by us must be given in written format and may be submitted either by post, fax or e-mail.
- 2.2. Subsequent changes or amendments must also be made in writing.
- 2.3. The Supplier shall also undertake to accept our orders in writing and to declare acceptance thereof to us within five working days. After expiry of this deadline we are entitled to cancel orders at no cost to us.
- 2.4. Together with the order acceptance, we expect your data sheet, dimension sheet, safety data sheet etc.

3. Invoices and payment

- 3.1. The invoice must be issued immediately after delivery as per Paragraph 14 of the German Value Added Tax Act (UStG) and sent to our Procurement department separately from the delivery note.
- 3.2. The agreed prices are fixed rates and include free delivery to destination and packaging.
- 3.3. At our discretion, we shall settle invoices either within 14 working days from receipt of the invoice with a 3% cash discount or within 30 days net, notwithstanding our right to lodge a complaint at a later date.

- 3.4. In the event of incorrect deliveries, we are entitled to withhold payment until proper fulfilment without forfeiting discounts, cash discounts and payment concessions.

4. Delivery/transfer of risk

- 4.1. Delivery notes with details of our order number and article number, our order reference and quantity/weight must be included with each delivery.
- 4.2. Part deliveries are only permitted if these were confirmed in writing beforehand by the Procurement department and designated as part deliveries in the paperwork.
- 4.3. All deliveries must be packaged as customary or based on consultations and at the expense of the Supplier.
- 4.4. The delivery dates and deadlines guaranteed upon order confirmation are binding. If dates and deadlines are not kept, the Supplier shall be in default without warning.
- 4.5. The Supplier must notify us immediately in writing of anticipated delivery delays.
- 4.6. In the event of delays, we shall be entitled to assert our statutory claims and, in particular, the right to withdraw from the contract or to demand compensation for damage incurred due to the delay. Any potential additional costs and especially necessary coverage purchases shall be borne by the Supplier. The acceptance of delayed deliveries without reservation does not constitute the relinquishment of claims for compensation.
- 4.7. In the event of a delay on the part of the Supplier, notwithstanding our rights from 4.6, we are also entitled to demand a contractual penalty of 1.0% of the value of the order per week commenced up to a maximum of 5% of the order value.

5. Material supplies

- 5.1. Material supplies shall remain our property and must be stored in a separate area, labelled and managed at no cost to us. Such materials must only be used for the order for which they were supplied.
- 5.2. In the case of loss, the costs must be assumed by the Supplier or replacements of the same type and quality must be provided.

6. Liability for defects, trade mark rights

- 6.1. The Supplier is responsible for ensuring that the delivered items are free from material defects and defects of title. In particular, the Supplier assures that the delivered goods



- are free from third-party rights and material defects at the time of delivery and comply with the current state of the art, valid laws/regulations, safety and accident prevention regulations as well as pertinent technical quality standards.
- 6.2. Should third-party trade mark rights be infringed by the Supplier in connection with the delivery, the latter must indemnify us from all third-party claims and bear all the costs and expenses resulting from such claims.
- 6.3. Claims based on liability for defects shall become time-barred after 36 months from the time of delivery.
- 6.4. In the case of defects, we shall be entitled to assert statutory claims for defects. We can request, at our discretion, either free subsequent improvement or substitute delivery. If, following our notification of defects, the Supplier is either evidently unwilling or unable to ensure rapid rectification so as to prevent disproportionate damages, we shall be entitled to rectify the defect ourselves or arrange for a third party to do so. Alternatively we may also make coverage purchases and demand reimbursement for the necessary costs and expenses. Should the Supplier fail to rectify the defect within a reasonable time period stated by us in writing, or should rectification measures fail completely, we shall also be entitled to reduce the purchase price, to withdraw from the purchase agreement or to demand reimbursement of expenses/compensation.
7. Assignment
- 7.1. The Agent is not permitted to assign his contractual claims in part or in whole to third parties without the express written consent of the Principal. This does not apply to monetary claims.
- 7.2. We can, however, act with releasing effect vis-à-vis others.
8. Confidentiality
- 8.1. The Agent must not use confidential information, drawings, tools, models and standard specification sheets for any other purposes other than those agreed or make such information available to third parties without the written consent of the Principal. All documents which are provided shall remain the property of the Principal and accordingly must be kept confidential and not made available to third parties.
- 8.2. At the end of the order, the Agent must return all the documents to the Principal at its own accord. Proof of the deletion of documents and drawings which were provided in digital format must be furnished.
9. Supplier declaration
- 9.1. The Supplier shall, by its own accord, provide us with a long-term supplier declaration for goods with preferential origin status in accordance with Commission Implementing Regulation 2015/2447 for the goods procured by us from you. If specific items are not preferential items, these must be specifically mentioned. If the Supplier is unable to issue a long-term supplier declaration for its goods, he must explicitly state this to us (e.g., individual supplier declaration, supplier declaration on your invoice etc.).
- 9.2. Irrespective of whether the goods qualify for preference or are goods with a non-preferential origin, the Supplier must state to us the actual country of origin of the delivered goods and the statistical goods number (customs tariff number).
10. Data protection
- As per Paragraph 33 of the Federal Data Protection Act (BDSG), the Principal hereby states to the Agent that data from the latter may be saved in accordance with the BDSG and used to process contracts.
11. Final provisions
- 11.1. The place of fulfilment for all deliveries is the place of delivery stated in the order.
- 11.2. The place of jurisdiction is the competent court for Graben-Neudorf, Germany.
- 11.3. The laws applicable at the business headquarters of our ordering company shall apply to the exclusion of the rules of conflicts of law, the Hague uniform sales laws, the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other conventions unless a framework agreement has been reached to the contrary.
- 11.4. The invalidity of any individual provisions within these Standard Terms and Conditions of Purchase shall not render the other provisions invalid. Should a provision prove to be invalid or unenforceable, this shall be replaced with a new, valid provision which comes as close as possible to the legal and economic intention of the invalid clause.

Dated: April 2019