



General Purchasing Terms of the Perficon Steel GmbH

I. Coverage

1. These General Purchasing Terms are valid for all your deliveries and services to us, unless we have explicitly reached other agreements.
2. General Terms and Conditions of the Supplier that contradict our General Purchasing Terms are only valid if we have explicitly agreed to them in writing.

II. Orders

1. Our purchasing orders as well as changes and additions thereto need to be made in writing.
2. We are entitled to cancel purchasing orders free of charge if you do not confirm them unaltered within two weeks of receipt.

III. Pricing, Execution

1. Prices are fixed. They include all expenses in connection with the goods and services to be delivered by you.
2. Suborders require our approval unless they refer to the supply of standard goods. Delivery schedules are binding with regard to the kind and quantity of merchandise as well as the delivery times. Partial deliveries require our approval.

IV. Deadlines and Exceeding of Deadlines

1. Agreed deadlines for deliveries and rendering of services are binding. You will inform us immediately in writing of any delays or expected delays.
2. Should you still not be able to deliver or to render the service after an extension period granted by us, we are entitled to refuse acceptance, to withdraw from the contract and to claim compensation for the non-fulfillment of the contract. We are entitled to withdraw even if you are not responsible for the delay. You will bear the costs arising from the delay, especially additional fees for replacement orders.

V. Security, Environmental Protection

1. Your deliveries and services must correspond to the legal requirements, especially with regard to safety and environmental regulations, including but not limited to the regulations on hazardous material and the safety recommendations of the respective German advisory boards and organizations such as the VDE = Verband deutscher Elektrotechniker (the German Association for Electrical, Electronic & Information Technologies), the VDI – Verband deutscher Ingenieure (The Association of German Engineers) and the DIN – Deutsches Institut für Normung (German Institute for Standardization). Corresponding certificates, confirmations and statements are to be provided free of charge.
2. You are obligated to be informed on and to comply with the regulations on material restrictions that may apply to your components. You are not allowed to use forbidden materials. Your specifications are to include information on materials to be avoided and hazardous materials as defined in the applicable laws and regulations. In the case of initial orders, you are to submit the corresponding material safety data sheet (at least in German or English) with your offer as well as with the delivery note, if applicable. Any information with regard to the exceeding of material restrictions as well as the delivery of forbidden goods is to be made known immediately.
3. In case of deliveries and the rendering of services, you are solely responsible for the compliance with accident prevention regulations. Necessary safety appliances as well as possible instructions from the manufacturers are to be delivered free of charge.

VI. Import- and Export Provisions, Customs

1. In case of the delivery of goods or services from other EU countries, the EU VAT Identification Number is to be provided.
2. Imported goods are to be delivered duty paid (DDP). You are obligated to provide any information and declaration required by EU regulation No. 1207 / 2001 at your expense; furthermore, you are obligated to allow customs authorities' inspections and to provide all necessary official confirmations.



3. You are to inform us in detail and in writing about potential obligations to obtain permits in connection with (re-) exports that may be required due to German, European or US export and tariff regulations as well as about export and customs provisions from the country of origin.

VII. Transfer of Risks, Acceptance, Property Rights

1. Irrespective of the agreed pricing terms, the transfer of risks for deliveries without assembly or installation will take place upon receipt at the delivery address defined by us. For deliveries including assembly or installation, it takes place upon the successful completion of our inspection and approval. Implementation or use do not replace our statement of approval.
2. The property rights are transferred to us upon payment of the delivered goods. Any reservation of property rights – whether prolonged or extended – is excluded.

VIII. Verification and Objection Obligation, Extent of Verification

1. The incoming goods will be checked for apparent damages. Hidden defects will be reported once they become apparent during the normal course of business. You waive the right to claim a late notice of defects for all defects reported within 14 days of detection.
2. Should we return the defected goods, we are entitled to a charge of 5 % on the price of the defected goods. The right of both parties to verify that the actual costs have been higher or lower remains reserved.

IX. Invoices, Payment

1. Invoices are to be sent by separate mail; our Purchase Order No. must be included.
2. You are entitled to payment 90 days after receipt of the goods and the invoice. Payment is regarded as effected on the day our bank has received the transfer order.
3. Payment does not imply the contractual approval of the delivery of goods or services. In case of faulty or incomplete deliveries or services, we are entitled to hold back payment on receivables resulting from our business relationship within a reasonable scope until the duly completion of the order.

X. Warranty for Defects, Liability

1. Faulty deliveries are immediately to be replaced by defect-free deliveries and inadequate services are to be rendered again. In case of development or construction flaws, we are immediately entitled to the rights set forth under section 3.
2. The rectification of faulty deliveries or services requires our consent. You will bear the risk for the subject of the delivery or the service during the time it is not in our possession.
3. Should you not rectify the defect within the time reasonably allocated, we may either cancel the contract or reduce payment and – in either case – reserve the right to claim additional damages.
4. The statutory period of limitation for our warranty claims is 36 months from transfer of risk.
5. You will indemnify us upon first request from all claims by third parties against us – irrespective of the legal basis – with regard to material, legal or any other defects in connection with a product delivered by you and you will compensate us for all costs arising from such legal proceedings.
6. You are liable without limitation for all actual faults and all faults that can be attributed to you.
7. Additional legal claims in our favor remain unaffected.

XI. Technical Documents, Tools, Manufacturing Equipment

1. Technical documents, tools, works standard sheets, manufacturing equipment etc. provided by us may only be used for the completion of our order and remain in our property: All trademark, copy and other property rights remain with us. They are to be returned to us immediately, without any specific request, upon completion of the order including all duplicates that may have been produced. The assertion of the right of retention is excluded unless the counterclaims are undisputed or legally determined.
2. You are obligated to support and maintain the aforementioned equipment free of charge and to remove the effects of normal wear.



XII. Supply of Material

1. Material supplied by us remains in our property. It is to be marked as our property and it is to be stored by you free of charge and separately from your belongings applying the care of a prudent businessperson. It may only be used for the fulfillment of our order. You must replace any damages on the material supplied by us.
2. Processing or remodeling of the material supplied to you is done on our behalf. We have immediate ownership on the resulting new product. Should the material supplied by us only constitute a part of the new product, we have partial ownership to the extent of the value of the material provided by us.

XIII. Place of Jurisdiction and Applicable Law

1. Neuss is the place of jurisdiction by our choice.
2. German law – in addition to these General Purchasing Terms – governs all legal matters between us, in particular the German Civil Code (BGB)/German Commercial Code (HGB). The provisions of the United Nations Convention on Contracts for the International Sale of Goods, CISG, of April 11, 1980, do not apply.

XIV. Applicable Version

When in doubt, the German version of the General Purchasing Terms is valid.