

**General Terms and Conditions of Purchase  
Of HAMANN AG**

Bei der Lehmkuhle 4, 21279 Hollenstedt  
(hereinafter also referred to as "Customer")

**§ 1 Application**

(1) Only these Terms and Conditions of Purchase shall apply to orders placed by HAMANN AG. Any terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase shall not be recognized unless the Customer has expressly agreed to their validity in writing. The Terms and Conditions of Purchase shall also apply if the customer accepts the delivery or service without reservation in the knowledge of conflicting or deviating conditions of the Supplier.

(2) These terms and conditions apply to companies (§ 14 para. 1 BGB), corporations under public law and special funds under public law.

(3) The Terms and conditions of purchase shall also apply to all future Business with the Supplier arising from the current business relationship.

**§ 2 Purchase Orders and Orders**

(1) Insofar as purchase orders and orders do not expressly contain a binding period, the Customer shall be bound by this for one week after the date of the purchase order or order. The receipt of the declaration of acceptance by the customer shall be decisive for timely acceptance. Delivery orders become binding if they are not expressly contradicted promptly in each individual case.

(2) Acceptance must be made in writing (also by e-mail or fax). If the Supplier wishes to supplement or amend the terms of the contract as set out in the order or contract, the Supplier must expressly point this out. Additions or amendments shall only become part of the contract if Customer confirms them in writing. Oral agreements require written confirmation to be valid. The provisions in the purchase order shall take precedence over these General Terms and Conditions of Purchase.

(3) The deliveries must take into account the relevant technical regulations and guidelines according to VDE, VMA, UVV, DIN, ProdSG and protective notes according to DIN ISO 16016 2017-08. Furthermore, the electronic compatibility directive 2014/30/EU and the directive for

electrical equipment 2014/35/EU and the valid European standards applicable to the respective product must be complied with.

(4) Offers of the Supplier are made free of charge, this also applies to necessary documents, disposition drawings, other drawings or other documents.

**§ 2a Master order/ call-off**

(1) In the case of master orders, quantity orders or recurring orders, the quantities and types to be supplied shall be notified by the Customer by means of separate call-offs. These call-offs shall be binding if they are not objected to within one week of receipt of the call-off and no other provision has been made.

(2) If the Supplier is not able to deliver immediately on call, it shall notify this immediately and propose possible delivery dates.

**§ 3 Prices, payment terms and conditions, invoice details**

(1) The price stated in our order is binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address stated in the contract as well as packaging. In particular, this price includes the costs of tolls, customs clearance and other surcharges.

(3). Unless otherwise agreed, payments shall be made within 14 calendar days of delivery/service and receipt of invoice less 3% discount or after 30 days net. The discount shall be deducted from the invoice amount, including value added tax. The periods shall commence upon receipt of the invoice or, if the goods arrive after the invoice, upon acceptance of the goods without objection, but in no case before the agreed date of receipt of the goods. Discounted payment is also permitted if after payment withheld due to notified defects these defects are completely remedied and payment is made thereafter within the 14-day period. For the timeliness of payments, the receipt of the transfer order by the bank of the customer is sufficient. In the event of a faulty, defective or incomplete delivery, the customer is entitled to withhold payment pro rata until proper delivery has been made. If the Supplier has delivered before the agreed delivery date, the aforementioned periods shall not be calculated according to the actual delivery date, but according to the agreed delivery date.

(4) All order confirmations, delivery papers and invoices must include our order number, item

number, delivery quantity, delivery date and delivery address. In the invoices the Supplier must also indicate its valid VAT ID number and tax number. If one or more of these details is missing and this causes processing by us to be delayed in our normal course of business, the payment time limits specified in paragraph 4 shall be extended by the period of the delay.

(5) In the event of default in payment, the Customer shall owe default interest in the amount of nine percentage points above the base interest rate pursuant to § 247 of the German Civil Code [*Bürgerliches Gesetzbuch - BGB*].

(6) Any advance and interim payments do not constitute recognition of the Supplier's conformity with the contract or the fulfilment of the service.

#### § 4 Delivery time and delivery, transfer of risk

(1) Delivery is made at the expense and risk of the Supplier. The place of performance is in general the delivery address given on the order. Even if shipment has been agreed, the transfer of risk shall not take place until the goods have been handed over to the customer at the agreed place of destination.

(2) The Supplier must observe all relevant legal regulations when packing, labelling and dispatching his products. A verifiable delivery bill must be enclosed with each delivery.

All dispatch notes, delivery notes, packing slips, bills of lading, invoices, on the outer packaging etc. must contain the order references, reference numbers and other information required in connection with the processing of the order as stipulated by the customer and specified in the order. If the Supplier fails to do so, the customer is not responsible for delays in processing.

(3) The Supplier must pack, label and dispatch dangerous products in accordance with the relevant national and international regulations. The Supplier shall comply with all these (within the meaning of Article 3 No. 32 of EC Regulation 1907/2006/EG (hereinafter referred to as "REACH Regulation")) Obligations according to the REACH regulation with regard to the delivery of the goods. In particular, in all cases prescribed in Article 31 Points 1 to 3 of the REACH Regulation, he shall provide the Customer with a safety data sheet in accordance with Article 31 of the REACH Regulation in the language of the recipient country.

(4) In all deliveries of goods to the Customer, the Supplier shall provide information on the origin and customs tariff number with reference to the part number. In the case of goods originating in

the European Union (EU), the Supplier shall provide this information automatically to the customer via his long-term Supplier's declaration or individual Supplier's declaration. The customer must be notified immediately of any changes.

(5) The delivery time stated in the order (delivery date or deadline) shall be binding. Early deliveries are not permitted. Decisive for compliance with the delivery date is the arrival of the goods at the agreed destination. The Supplier shall be obligated to inform us in writing immediately if circumstances occur or become evident which mean that the delivery time cannot be adhered to. If the latest date on which the delivery must be made can be determined under the contract, the Supplier shall be in default upon expiry of said date without this requiring a reminder by the Customer.

(6) In the event of a delay in delivery, the customer shall be entitled to the statutory claims, including the right to withdraw from the contract and the right to claim damages in lieu of performance, after an appropriate grace period has expired without result.

(7) In the event of delays in delivery, the Customer is entitled, after prior written warning to the Supplier, to demand a contractual penalty of 0.5% for each commenced week of delay in delivery, up to a total maximum of 5% of the respective order value. The right to claim further damages remains reserved. The contractual penalty shall be set off against the default damage to be compensated by the Supplier. The Supplier is entitled to prove to the Customer that no damage or less damage has been incurred as a result of the delay. The reservation of the assertion of claims to be made at the time of acceptance can still be declared until the due date of the final invoice. Further claims of the customer, especially claims for damages, are not affected by the promise of contractual penalty. If the Supplier proves that as a result of non-compliance with the delivery date or delivery period no damage or significantly lower damage than the contractual penalty determined in accordance with sentence 1 has been incurred, the contractual penalty shall be cancelled or reduced accordingly.

(8) The Supplier shall not be entitled to make partial deliveries without the prior written consent of the Customer. Over-delivery and under-delivery shall be rejected as a matter of principle.

(9) Unless proven otherwise, the values determined by our incoming goods inspection shall apply to quantities, weights and dimensions.

#### § 5 Force Majeure

Cases of force majeure, as well as other unforeseeable events for which the customer is not responsible, such as strikes, lockouts or natural disasters, entitle the customer to postpone receipt of the goods for the duration of the event. The Customer shall inform the Supplier without delay of the existence of these circumstances and their expected duration unless the reasons are generally known. If acceptance is not possible for more than 6 months due to these circumstances, both contracting parties shall be entitled to withdraw from the contract.

## **§ 6 Protection of title**

(1) The customer reserves the right of ownership or copyright of the orders and drawings, illustrations, descriptions and other documents provided by him to the Supplier. The Supplier may not make them available to third parties, disclose them, use them itself or through third parties or reproduce them without the express consent of the Customer. The Supplier shall return these documents in full to the Customer at the Customer's request if they are no longer required by the Supplier in the ordinary course of business. In this case, any copies made by the Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for security purposes within the scope of normal data storage.

(2) Retentions of title by the Supplier shall only apply to the extent that they relate to payment obligations of the customer for the respective products in respect of which the Supplier retains title. Extended or prolonged reservations of title are not agreed.

## **§ 7 Warranty claims**

(1) The Supplier guarantees that the contractual objects are free of defects and comply with the agreed specifications.

(2) In the event of defects, the Customer is entitled to the statutory claims without restriction. However, the warranty period is 36 months in deviation from this.

(3) Deviations in quality and quantity shall be deemed to have been notified in good time if the Supplier is notified of them within five working days of receipt of the goods by the Customer. In any case, hidden material defects shall be deemed to have been notified in due time if the Supplier is notified within three working days after discovery.

(4) By accepting or approving samples or specimens submitted, the client does not waive any warranty claims.

(5) Upon receipt of a written notification of defects by the Supplier, the limitation period of warranty claims shall be suspended.

## **§ 8 Product liability**

(1) The Supplier shall be liable for all claims asserted by third parties for personal injury, property damage or financial loss which are attributable to a defective product supplied by him and shall be obliged to indemnify the Customer against the liability resulting therefrom. If the Customer is obliged to carry out a recall action towards third parties due to a defect in a product supplied by the Supplier, the Supplier shall bear all costs associated with the recall action.

(2) The Supplier shall be obligated, at its own expense, to maintain product liability insurance with the usual coverage amount. The Supplier shall send a copy of the liability policy to the Customer at any time upon request.

## **§ 9 Spare parts**

(1) The Supplier shall be obligated to keep in stock spare parts for the products delivered to the Customer for a period of at least eight years following delivery.

(2) If the Supplier intends to discontinue production of spare parts for the products delivered to the customer for whatever reason, it shall notify the customer of this immediately after the decision is made to discontinue production. Production may be discontinued - subject to paragraph 1- no earlier than twelve months after notification of the decision. The Supplier shall also be obliged to name a replacement Supplier to the Customer or to provide the customer with the know-how for the corresponding spare part (including technical drawings and corresponding documentation) free of charge so that it can be manufactured by the Customer or by third parties.

## **§ 10 Confidentiality**

The Supplier is obliged to keep confidential the terms and conditions of the order and all information and documentation provided for this purpose (with the exception of publicly accessible information) for a period of four years after conclusion of the contract and to use them only for the

execution of the order. Upon request, he shall return them to the Customer immediately after the completion of inquiries or orders. Without the prior written consent of the Customer, the Supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for the Customer. The Supplier shall oblige its subcontractors in accordance with this § 10.

## § 11 Assignment

The Supplier is not entitled to assign claims from the contractual relationship to third parties unless the Customer gives his consent. Customer may not unreasonably refuse its consent.

## § 12 Place of performance, jurisdiction, applicable law

(1) The place of performance for both parties is Hollenstedt and Hamburg shall have exclusive jurisdiction for all disputes arising from the contractual relationship.

(2). The contracts concluded between the Customer and the Supplier shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention) and international private law

(3) Insofar as the contract or these General Terms and Conditions of Purchase contain regulation loopholes, those legally effective regulations shall be deemed agreed to fill these loopholes, which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Purchase, if they had been aware of the regulation loophole.

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