

Standard Purchasing Terms and Conditions

1. General Provisions

The placement of our orders shall only be governed by the standard purchasing terms and conditions below, even if we do not expressly oppose any deviating and/or supplementary terms and conditions of our contracting partners. Our orders shall not be binding unless they are placed in text form, electronically or in writing.

2. Dates of Delivery

The dates of delivery agreed upon shall be binding except in the event of force majeure. If the vendor realises that he cannot meet a delivery date, he must immediately inform us stating the detailed circumstances so that we can take alternative measures in due time. Any statutory rights and claims for late delivery to which we are entitled shall not be affected.

3. Prices

The agreed prices shall be deemed to be fixed prices and shall apply free unloading point including packaging.

4. Delivery Note

Every shipment must be accompanied by a delivery note which shall remain with us. Apart from the detailed goods items it must include our order number, the order date and our references. If a delivery note does not meet the aforementioned conditions, acceptance of the goods can be refused.

5. Truck Unloading

Trucks may only be unloaded in our factories from Monday to Friday between 6h30 and 13h30 and from 14h10 to 15h00. Other unloading times shall be subject to prior agreement. We have the right to have truck deliveries which are based on a calculation by weight checked on our factory scales.

6. Warranty

The vendor shall be liable for all open and hidden defects of the delivered goods in accordance with the statutory provisions. The processing of delivered materials by us shall not restrict the vendor's liability. The vendor shall waive the objection of delayed notification of defects. The period of limitation of our claims based on defects shall be based on the statutory limits.

7. Proprietary rights

The vendor hereby warrants that no rights of third parties are infringed in connection with and/or through the delivery. If claims are asserted by a third party against us because of such infringement, the vendor shall be obliged to indemnify us, at the first written request, against these claims. The obligation to indemnify shall apply to all expenses inevitably incurred by us because of or in connection with claims asserted by a third party.

8. Product Alterations

If a vendor delivers permanently certain goods he must immediately inform us of any changes in respect of the supplied product. The corresponding information must be provided in writing.

9. Payment

Payment shall be made with the agreed discount after receiving the goods as follows: Invoices which we receive between the 1st and the 15th day of a month shall be paid on the last day of that month; invoices which we receive during the period from the 16th day to the last day of the month shall be paid on the 15th day of the following month. Any deviating payment terms agreed upon shall not commence on the date of the invoice but on the date of receipt of the invoice. We shall only recognise invoices on which our order number is stated. Any assertion of rights to offsetting and retention by us shall not depend on the recognition or final and conclusive ascertainment of our counter-claims.

10. Machines and Plants

The purchasing of machines and plants which are specifically manufactured for us shall be deemed to be governed by the following additional terms and conditions:

- a) Our specifications shall always be deemed to be an essential part of the contract. Amendments shall not be valid unless in writing.
- b) The vendor undertakes to supply appropriate spare parts for a period of 10 years from delivery.
- c) The necessary documentation, drawings as well as parts lists must always be attached with three copies.

- d) Upon delivery, the vendor must automatically submit the legally prescribed manufacturer declaration and/or the declaration of conformity (CE) together with the delivery.
- e) Instalments shall only be admissible subject to prior furnishing of collateral which becomes due on first request from a German bank.
- f) The delivered machines and equipment shall be deemed to be accepted if all necessary documents (documentation, declaration of conformity (CE) etc) are completely available.
- g) If the purchased items are intended to be installed in areas subject to an explosion risk, they must be in conformity with the ATEX guideline 1999/92/EC.
- h) We shall be entitled to set claims of the vendor off against counter-claims, more particularly based on penalties and warranty claims. Clause 9, last sentence, of these Standard Terms and Conditions shall apply mutatis mutandis.

11. Assignment

The assignment of claims against us shall not be effective unless with our written consent.

12. Retention of Title

We acknowledge the retention of title of the vendor in respect of the delivered goods pending their payment. Any extended reservation of title as well as any extended or prolonged retention of title shall be excluded.

13. Place of Performance, Place of Jurisdiction

The place of performance for the delivery shall be Rheda-Wiedenbrück or if another unloading point has been agreed upon, such unloading point.

The law of the Federal Republic of Germany shall be the exclusive applicable law. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

If the vendor is a fully qualified merchant, the place of jurisdiction shall be the competent court for the registered office of Westag or, at our option, the general place of jurisdiction of the vendor.