



§ 1 Preface

- (1) The following general terms and conditions for the purchase of products, services, fitting works, etc. apply for all contractual relationships with the supplier. All agreements representing a modification, an addendum or a specification of these contract terms need to be fixed in written or text form. Business statements made by representatives or an auxiliary person of GV will only be binding if GV give its consent in writing or in text form.
- (2) If the supplier also uses standard business conditions, the contract also becomes effective even without explicit agreement about inclusion of the business conditions. Concordant provisions of the individual business conditions are deemed agreed. Conflicting provisions of the individual business conditions are superseded by regulations of dispositive law. The last also applies in the event that the terms and conditions of the supplier contain provisions which are not included in the present contract terms. If the present contract terms contain provisions which are not included in the terms and conditions of the supplier, the present contract terms apply.

§ 2 Quotation / Order

- (1) Orders in text form are in any case to be made in such a way, that the receipt of the declaration is ensured. Apart from that, quotations or order confirmations are only effective in written or text form. Subsidiary arrangements and amendments need to be confirmed in written or text form by an officially authorized person.
- (2) Additions, variations or restrictions of our orders are only considered as agreed if explicitly confirmed by GV.
- (3) If our order is not accepted within 10 workdays, GV is entitled to cancel the order. Decisive is the receipt of the notice of acceptance.
- (4) If GV sends the supplier documents with drawings, pictures etc., the rights of use of these materials are only transferred to such an extent as necessary for achieving the essential purpose of the contract. After order fulfillment these materials shall be returned without special request. The rights of use revert to GV without the need of further notice.
- (5) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information as strictly confidential and only make them available to employees who need them to process the order. They shall not be disclosed to third party without our explicit consent. The duty to observe secrecy shall survive the completion of this contract; it is void if the knowhow embodied in the surrendered





pictures, drawings, calculations and other documents has become common knowledge.

(6) The supplier ensures that the deliverables and services meet our specifications and approved samples, that they comply with relevant statutory provisions and standards (DIN and EC standards etc.), that they are state of the art and correspond to currently valid safety regulations and if necessary carry the CE mark and possess a certificate of conformity.

§ 3 Prices

- (1) The reservation of a price increase is subject to the express written consent of GV.
- (2) Prices stated with order are final net prices.
- (3) The price includes delivery "free domicile". Also packaging is included to the price. An obligation to return the packing material needs to be agreed separately.
- (4) All invoices shall include the order and item numbers and shall specify the identification number. Without this compulsory information we are not bound to attend to the invoice and to settle the claim.
- (5) Payments will be carried out as specified in the purchase order of GV.
- (6) We are entitled to enforce set-offs within same business relationship with same enterprise. Set-off against our claims within a business relationship are permitted only if the supplier sets off a legally established and undoubted claim. Any right of retention can only be enforced within same contractual relationship but not within same business relationship.
- (7) Invoices for partial deliveries are accepted only if the partial delivery has been agreed in advance.

§ 4 Subcontractor Proviso

(1) The involvement of subcontractors is permitted only with the consent of GV. Even in the event of consent the legal relationship still remains established with the supplier and not with the subcontractor.





§ 5 Delivery Period

- (1) The delivery date specified in the order is binding.
- (2) The supplier is obliged to inform GV immediately in writing if circumstances occur or become known, from which follows that the stipulated delivery time cannot be met.
- (3) Delays in delivery entitle GV to statutory claims. In particular after the fruitless expiry of a reasonable additional respite, GV is entitled to claim damages for non-performance.
- (4) If the delivery date was in individual cases stipulated as "expected", "approximately" or the like, there must be not more than 10 working days between the indicated date of delivery and its actual execution.
- (5) In case of delayed delivery the purchaser is entitled to a contractual penalty of 0.5% of the delivery value per week or part thereof, but not more than 5%. The assertion of any special damage in addition to contractual penalty remains reserved.
- (6) Force majeure, labor disputes, riots or other circumstances beyond the control of GV which interfere with our manufacturing or with the manufacturing of our customers, liberate GV for their duration and to the extent of their effect from acceptance duty and from liability for damages.

§ 6 Transfer of Risk – Delivery

- (1) Unless otherwise agreed, delivery shall be free destination point stipulated by GV and at the risk of the supplier. In case of delivery ex works, the supplier is obliged to choose the most favorable mode of dispatch, unless otherwise agreed.
- (2) The supplier is not entitled to excess or short delivery.
- (3) The goods to be supplied shall be packed properly. Failing this, GV is entitled to refuse acceptance of goods without occurrence of a default of acceptance.
- (4) The consignments shall be insured against transport damages at the expense of the suppliers.





§ 7 Warranty Claims – Liability

- (1) At commercial transactions GV is obliged to inspect the goods in terms of possible defects within a reasonable period of time.
- (2) GV is entitled to the statutory defect claims without any restriction; irrespective of this, GV may at its own discretion require the supplier to either perform remedial action or replacement.
- (3) The limitation period for quality defects or defects of title shall be governed by the statutory provisions.
- (4) The legal rights of recourse can only be limited or excluded by individual agreement.
- (5) The liability of the supplier is governed by the statutory provisions. The supplier is recommended to take out liability insurance with reasonable coverage. Any limitation of liability is to be negotiated individually between the parties.

§ 8 Recourse – Product Liability – Indemnity

- (1) If the supplier is responsible for product damage, the one is obliged to indemnify GV from claims for damages upon first request as far as the cause lies within its area of control and responsibility and its individual liability in relation to third parties apply. In case of a resale of the contract goods by GV, any guarantee claim of the customer shall be governed the statutory provisions.
- (2) As part of its liability in the meaning of paragraph 1, the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 of the German Civil Code arising out of or in connection with a recall action carried out by GV. GV will inform the supplier to the extent possible and reasonable about the content and scope of the requisite recall action and will give him the opportunity to comment. Further statutory claims remain unconsidered.

§ 9 Property Rights

(1) The supplier avouches that no rights of a third party are violated in connection with its delivery. This particularly applies in terms of industrial property rights such as trademark rights etc.





- (2) If GV is held liable by a third party in such regard, the supplier is obligated to indemnify GV upon first written demand from this claim; without consent of the supplier, GV is not entitled to arrange any agreements, particularly not to come to a compromise with the third party.
- (3) The indemnity obligation of the supplier shall apply to all expenditures incurred by GV arising out of or in connection with claims of a third party. If a third party demands GV with reference to industrial property rights to not further advertise and/or distribute a respective product, GV is entitled to withdraw from the contract unless the supplier is able to achieve a judicial solution within 30 days or to indemnify GV from any claim resulting from the sale of or the advertising for the respective product. In this case, the supplier has to refund the purchase price within 10 days and to pay for GV's expenses arising from employing their attorneys.

§ 10 Retention of Title – Workmanship – Tools

- (1) In case we provide parts to the supplier, we reserve the right of ownership. Processing and alteration by the customer will be made for us. If our goods are processed with other goods which are not ours, we shall acquire a co-ownership of the new good in proportion to the value of our goods to the other processed items at the moment of processing, but max. 110 % of the respective open receivable.
- (2) If the item provided by us is intrinsically tied to goods not belonging to us, we shall acquire ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of mixing. If the mixing takes place in such manner that the supplier's item is to be regarded the principal item, it shall deemed to be agreed that the supplier transfers proportional ownership to us. The supplier shall hold our sole or joint ownership in safe custody.
- (3) We reserve proprietary rights to all tools; the supplier is obliged to use the tools only for the manufacture of the ordered goods only. The supplier is obliged to insure our tools for their full replacement value and at its own expense against fire, water and theft damages. The supplier is also obliged to timely perform any necessary maintenance and inspection work at its own expense. The seller must notify us immediately of any possible event of damage or loss. In case of its culpable nondisclosure, claims for damages remain unaffected.





§ 11 Court of Jurisdiction - Place of Fulfillment

(1) Provided that the supplier is a merchant, the GV business location is the place of jurisdiction; GV is however entitled to sue the supplier also at the court of its domicile. Unless otherwise specified in the order, the business location of GV is the place of fulfillment.

§ 11 Applicable Law

- (1) For contract law, the German law applies. The applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded.
- (2) Should one of the above provisions be or become invalid, this shall not affect the validity of any of the other provision(s) or of the entire contract. An invalid provision shall be replaced by an arrangement which comes closest to the economically intended.

§ 12 Miscellaneous

(1) All deviations from these Conditions of Purchase are effective only if confirmed in writing by the GV management.