

ISOG Technology GmbH

Terms and Conditions of Purchase

Stand: 01.11.2017

1. General / Scope

For all orders we place with any contractors, legal entities under public law or with any special public assets, the following Terms and Conditions of Purchase shall exclusively apply during the period of the respective business relation. Any of the Supplier's contrary or deviating terms and conditions shall not be recognized, unless their validity is expressly approved of in writing. Upon the acceptance of the order, however, from the beginning of his execution at the latest, the Supplier shall recognize the exclusive validity of these Terms and Conditions of Purchase.

2. Offer / Quotation

Concerning the type, quantity and quality of the merchandise, the Supplier shall strictly keep to our inquiry and expressly point out any deviation therefrom. Any offers shall be submitted free of charge.

3. Placing of Orders

Unless we have made any agreements on the exchange of electronic data carriers, only such orders shall be valid which have been placed in writing and are provided with the signatures of the authorized persons. Any amendments of orders already placed as well as any supplementary agreements must be made in writing to become effective. This shall also apply to the contracting out of the statutory written form itself.

4. Acceptance of Orders

Any accepted order must be confirmed by return mail with the indication of its order number and the date of its covering letter. The entire correspondence concerning such order must also show these identification characteristics. Our orders shall be revocable, unless we have received confirmation that they have been accepted without any changes. Any deviations from the order must be clearly indicated in the order confirmation.

5. Delivery Period

The delivery periods or dates stipulated in the order shall be binding. The Supplier shall be obliged to immediately inform us in writing if any circumstances are occurring or becoming discernible which indicate that it might be impossible for him to keep the stipulated delivery period. At the same time, the new delivery day must be indicated. The Supplier shall be exclusively liable for both any damage or losses as a result of failure to keep the delivery period and for the higher processing costs (express freight, telegrams, etc.) incurring for the same reason, regardless of our other statutory rights. Any force majeure shall only relieve the Supplier for the period of his activities if he has immediately informed us of the corresponding facts. Any breakdowns which occur through no fault of our own shall exempt us from the acceptance and payment obligations for the period of such breakdown. Premature deliveries will need our explicit consent.

6. Shipping, Packaging and Insurance

Unless otherwise agreed upon, the Supplier shall ensure that, concerning the method of shipment and the transit time, such solution will be chosen which is most favourable for us. Major consignments shall be advised in due time.

All shipping documents as well as all documents in connection with the supply contract must, in addition to the commodity description, bear our material and ordering numbers, our ordering date, the quantities supplied as well as the type of packaging. The Supplier shall be liable for any consequences of any incorrect consignment note declaration. The risk and costs of transport shall always be borne by the Supplier. If we bear the transport risk in special cases and by agreement, we shall take out a transport insurance.

Concerning the packaging, the Supplier shall observe the relevant statutory regulations, particularly the packaging regulation in its currently valid version. If the Supplier demands the returning of packaging materials this must be clearly indicated in the shipping documents. Lack of such instructions shall entitle us to dispose of the empty packaging materials at the Supplier's expenses. The same shall apply to disposable packaging.

7. Prices

The prices stipulated in the order shall be deemed fixed. Unless otherwise agreed upon, they shall include "carriage-free" delivery plus packaging. The statutory value-added tax shall be included in the price. For imports, the prices shall be deemed fixed, including freight charges, customs duties and packaging charges free German border. The invoice shall be made out in duplicate immediately after shipment, indicating the ordering number and the date of the order covering letter.

8. Payment

Unless otherwise expressly agreed upon, payment shall be effected within 14 (fourteen) days from shipment and receipt of the invoice minus a discount of 3%, or within 60 (sixty) days net.

The assignment of any claims against us shall be impossible. We shall be entitled to set-off and retention rights as granted within the legal scope.

9. Receiving Inspection

Concerning quantities, dimensions and weights, the values determined during our receiving inspection shall be decisive. Increased deliveries or short shipments compared with the quantities ordered shall not be admissible.

10. Liability for Defects

Within an adequate period, we shall check the received merchandise for any possible quality and quantity non-conformities. Any notices of defects shall, in any case, be deemed just in time if the Supplier receives them within a period of 5 (five) working days from the reception of the merchandise, or in case of hidden defects, from their detection. Payment shall not be deemed recognition of freedom of defects. We shall be entitled to the statutory warranty claims without any restrictions. At our discretion, we shall always be entitled to claim from the Supplier remedy of defects or delivery of a new item. Our right to indemnity, particularly that to indemnity instead of performance, shall be expressly reserved.

The limitation period shall be 24 (twenty-four) months from the commissioning of our products at the user's premises, however, a maximum of 36 (thirty-six) months from the delivery by the Supplier. If there is any danger ahead, or if it is particularly urgent, we shall be entitled to our own remedy of defect at the Supplier's expenses. In the event of any hidden defects, we reserve the right to additionally claim compensation for the expenditure incurred until the defect was detected. The return of any merchandise complained about shall be effected at the Supplier's expenses and risk.

11. CE Declaration of Conformity / Manufacturer's Declaration

The products supplied must meet all regulations, directives and standards concerning the respective product. If a manufacturer's declaration or declaration of conformity (CE) in the sense of the EC Machine Directive should be required for the product, the Supplier must make out the same and provide it at his own expenses.

12. Reservation of Ownership

We shall contradict any of the Supplier's ownership reservation regulations and declarations which are going beyond the simple reservation of ownership

13. Copyrights

We shall reserve all rights of ownership and copyrights on illustrations, drawings, calculations and other ordering documents. The latter shall be exclusively used for the manufacture as a result of the order and must not be made accessible to any third party. After the execution of the order, they must be returned without being asked to do so. The Supplier shall be liable for the consequences of any infringement of this regulation.

14. Means of Manufacture

Any models, dies, tools, samples, drawings or other documents we hand the Supplier to execute the order shall remain our unrestricted and sole property. Such means of manufacture and any copies thereof may only be used for the execution of our order. Unless otherwise expressly agreed upon, they shall, without being asked to do so, be returned to us after the execution of our order has been completed. Any drawings and other documents shall only be decisive for that order they have been provided for. When executing the order, the Supplier must solely comply with the documents provided for the respective order, irrespective of whether some modification has been made or not since the previous order, as the drawings handed to the Supplier are not subject to our in-house updating service. The Supplier shall be deemed responsible for any possible detriments as a result of non-observance. The Supplier shall be obliged to carefully treat and keep the means of manufacture provided to him. In case of any loss or damage of the means of manufacture, he shall be liable for compensation.

15. Product Liability / Exemption / Liability Insurance Cover

As far as the Supplier is responsible for a product damage he shall be deemed obliged to exempt us at our first request from any claims for damage by any third party in so far as the cause therefor exists in his territory, and he is liable himself in legal relationships with third parties.

Within the scope of his liability for damages in the sense of Section (1), the Supplier shall also be deemed obliged to reimburse any possible expenditure according to Articles 683, 670 BGB (German Civil Code) and to Articles 830, 840, 426 BGB, which will result from a recall campaign launched by us or in connection therewith. Any other legal titles shall remain unaffected.

The Supplier shall oblige to keep a wholesale product liability insurance with an amount insured of € 10 million (ten million euros) per physical injury/property damage.

16. Property Rights

The Supplier shall guarantee that no rights of any third party within the Federal Republic of Germany will be infringed in connection with his delivery. If any claims for the infringement of any property rights are raised against us by any third party, the Supplier shall be deemed obliged to exempt us at our first request from such claims. Such Supplier's obligation for exemption shall relate to all expenditure necessarily incurring to us from or in connection with such claims raised against us by any third party. The limitation period for deficiency in title is 36 (thirty-six) months from the transfer of risk.

17. Processing Orders

The material supplied by us shall, in any case, remain our unrestricted and sole property, irrespective to what extent some processing will be made. In the event of any processing, we shall acquire possession of the intermediate or final products, thus being deemed their manufacturer in the sense of Article 950, Section 1, BGB. The Supplier shall simply be the depository. This shall also apply when the new products are higher in value than the items delivered. However, the processed merchandise serves for our security only to the amount of the value of the merchandise delivered under reservation of ownership. For rejects being 2 % over the ordered quantity, the Supplier shall be charged for the material costs. The rejected pieces shall be kept available for the Supplier for 14 (fourteen) days from notification. If they are not collected within this period, they will be scrapped.

Any excess work owing to material defects and dimensional imperfections on the provided raw materials may only be invoiced if we have given our prior written consent. Any defects detected on the material supplied by us must be immediately reported, and any further processing stopped until we give some further instructions.

18. Place of Performance and Jurisdiction

The receiving place nominated by us shall, in each case, be the place of performance for both parties. The place of the purchasing company's head office shall be the place of jurisdiction. The German Law shall apply to the contractual relationships.

19. Data Protection

We file the Supplier's person-related data within the scope of the business relation by means of electronic data processing.