

General Conditions of Purchase of Becker Familienholding GmbH & Co. KG

1. Conclusion of the contract

1.1 The contract between the principal and the contractor shall be determined by these General Conditions of Purchase. General Terms and Conditions of the principal are herewith rejected. The General Conditions of Purchase of the principal shall also apply for all future deliveries and services of the contractor to the principal up to the validity of new General Terms and Conditions of the principal.

1.2 Orders, agreements and changes shall only be binding if they are placed or confirmed in writing by fax or in electronic form by the Purchasing Department of the principal.

2. Prices

2.1 The agreed prices shall be fixed prices and are subject to the currently valid statutory VAT – duty-paid free at the place of use including packaging and freight costs.

3. Certificates of origin, value added tax certificates and export limitations

3.1 Certificates of origin required by the principal shall be supplied by the contractor with all the necessary details and submitted promptly and duly signed. The same shall apply to supporting documents for value added tax purposes for foreign and intra-EU deliveries.

4. Delivery, deadlines, delays

4.1 Agreed deadlines and periods shall be binding. Decisive for compliance with the delivery deadline or the delivery period shall be the reception of the goods at the principal. Unless delivery "free works" (DDU or DDP as per Incoterms 2010) is agreed, the contractor shall make the goods available in due time, taking into account the time to be agreed with the carrier for loading and dispatch.

4.2. The contractor shall inform the principal in writing and without delay about deadline delays if circumstances arise or become recognisable which can lead to failure to comply with the delivery date.

4.3 In case of a delay in delivery, the principal shall reserve the right to charge the contractor with any additional costs arising from the use of alternative goods or alternative supply sources, from the transfer of production orders or the change of production plans as well as from unplanned retooling, extra shifts, extra tours etc.

5. Quality

5.1 The contractor shall undertake to comply with the material specifications of the principal. Deviations of any kind shall be reported in writing before delivery. The delivery shall only be performed after written approval of the deviation request by the principal.

5.2 Quality and quantity deviations shall be counted as rebuked on time if the principal informs the contractor within 10 working days from the reception of the goods at the principal. Hidden defects shall be counted as rebuked if the notification to the contractor is submitted within 5 working days from the detection.

6. Claims for defects and recourse

6.1 The principal shall be entitled without restriction to the statutory claims if goods are defective.

6.2. Costs for malfunction, inspection, tooling and other additional costs arising from defective quality of the product shall be charged on in full to the contractor.

7. Product liability

7.1 If claims concerning product liability are made against us, the Contractor shall indemnify us for such claims if and to the extent that such defect is caused by the contracted item provided by the contractor. In cases of fault-based liability this only applies if any fault is attributable to the contractor. In these cases the contractor takes over all costs and expenditures including the costs for possible legal proceedings or recall actions. Furthermore, the statutory provisions shall apply.

8. Place of fulfillment, partial ineffectiveness, place of jurisdiction, applicable law

8.1 The place of contractual fulfilment and exclusive place of jurisdiction for both parties for all disputes arising from this contract is the location of the registered offices of the principal.

8.2 If one of the provisions of these conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the conditions in other respects. The principal and the contractor shall be obliged to replace the ineffective provision with one which comes as close as possible to the economic effect of the invalid provision.

8.3 As a supplement to the contractual provisions, the law of the Federal Republic of Germany will exclusively apply for the legal relations of domestic parties to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).