



JÄNECKE + SCHNEEMANN

Terms and Conditions of Purchase

1. Extent of Application

- 1.1 Our purchasing conditions are valid exclusively; we do not recognize conditions of the supplier that vary or conflict our purchase requirements, unless we have explicitly approved of their validity in writing. Our terms and conditions of purchase are also valid if we unconditionally take on the supplier's delivery, while knowing of their conflicting or varying terms.
- 1.2 Changes and/or additions to this contract or its enclosures, as well as all future additions and all legal acts during their enforcement, are only effective if they take place in writing; the electronic form according to § 126a BGB does not replace the written form.
- 1.3 Our purchase conditions are valid only to companies in terms of § 14 BGB as well as legal persons of the public legitimate special property.
- 1.4 Our purchase terms are also valid for all future dealings with the supplier.

2. Ordering and Order Acceptance

- 2.1 Our orders are given in writing through post, fax or email. Orders given verbally or over the phone need our written confirmation or their validity; we are otherwise not liable for any damages due to misunderstandings.
- 2.2 The supplier is obligated to take on our order within a time period of 7 business days after order submission.

3. Prices – Payment Terms

- 3.1 The price shown in the order is binding. Without deviating written agreement (particularly through the application of INCOTERMS 2010), the delivery price includes packaging and freight charges CPT HANNOVER/ HÖVER. The returns of the packaging require a special agreement.
- 3.2 Unless no other written agreement is applicable, we pay the purchase price within 14 days, starting from delivery and reception of the invoice, with 3% cash discount or within 30 days net after invoice receipt. Transference will be processed on each second business day of a calendar week.
- 3.3 If the payment agreed upon is in a foreign currency other than Euro (EUR), we reserve the right reduce the purchase price requirement applied at the delivery time, so that the amount declared in the invoice is equivalent to the Euro exchange value, at the time of the conclusion of the contract.
- 3.4 We are entitled to set-off and retain rights in the legal scope.

4. Delivery Period

- 4.1 The delivery period given in the order is binding.
- 4.2 The supplier is required to immediately notify us in writing if the delivery time called for cannot be met.
- 4.3 In the case of a delayed delivery, we are entitled to legal rights. In particular, after the end of a reasonable but fruitless period time, we are entitled to claim compensation instead of services and cancellation. If we claim compensation, the supplier is also entitled to the right to prove that they did not represent the breach of duty.

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BANK	KONTO	BLZ	IBAN	BIC (SWIFT)
BHF-Bank	60 026 481	250 202 00	DE21 5002 0200 0060 0264 81	BHFBDEFF
Deutsche Bank	0 331 207	250 700 70	DE97 2507 0070 0033 1207 00	DEUTDE2H
HypoVereinsbank	7 505 456	200 300 00	DE40 2003 0000 0007 5054 56	HYVEDEMM300
Postbank	450 305	250 100 30	DE36 2501 0030 0000 4503 05	PBNKDEFF
Sparkasse	34 019 000	250 501 80	DE90 2505 0180 0034 0190 00	SPKHDE2



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5. Transfer of Risks - Documents

- 5.1 The delivery is to be made CPT HANNOVER/ HÖVER, as long as there is no other written agreement.
- 5.2 The supplier is required to show our exact order number on all shipping documents and delivery notes; if they refrain from doing this, we are not to be held responsible for processing delays.

6. Defect Inspection – Liability for Defects

- 6.1 We are required to test the products within a appropriate period of time for certain quality- and quantity variations; the reproof occurs in a timely manner, as long as it arrives to the suppliers within a time period of 6 business days, starting from the product arrival or the discovery of hidden defects.
- 6.2 We are entitled to the unabridged legal defect claims; in any case, we are entitled to demand from the suppliers our choice of repairing the defects or delivering a new product. The right to compensation, particularly for the compensation instead of services, explicitly reserved.
- 6.3 If the supplier does not begin to process our request for the repair of defects in a timely manner, we reserve the right have the supplier take on the costs in urgent cases, particularly in the resistance of pressing dangers or avoidance of major damages.
- 6.4 The statutory period of limitation is 36 months, starting from the transfer of risk.

7. Product Liability – Release – Liability Insurance Protection

- 7.1 Provided that the supplier is responsible for product damages or losses, they are insofar obligated to exempt us on the first request from third party damage claims, as the cause lies in their authoritarian and organizational sphere, and they are themselves liable in legal relationships with third parties.
- 7.2 Within his responsibility for cases of damage claims in terms of section (1), the supplier is also obligated to refund possible expenses in accordance with §§ 683, 670 BGB as well as in §§ 830, 840, 426 BGB, which result from or in connection with a product recall enforced by us. We will instruct the supplier about the content and extent of the enforced recall measures – as far as possible and reasonable – and give them the opportunity to respond. Legal claims are not affected.
- 7.3 The supplier is obligated to support a product liability insurance with an indemnity limit of € 5 million per personal injury / material damage – all inclusive; we are entitled to further damage claims, which remain unaffected.

8. Trademark Rights

- 8.1 The supplier is responsible if any third party rights within Federal Republic of Germany are violated in connection with its delivery.
- 8.2 The supplier is to exempt us from all claims made against us due to violation of a trademark right and take responsibility for the costs of the ensuring of the rights (including possible legal disputes and settlement negotiations) if these claims are based upon a supplier's culpable breach of duty. We will inform the supplier immediately in the case of a claim and provide the possibility to the supplier to attend the respective proceedings.

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9. Reservation of Proprietary Rights – Instruments – Observance of Confidentiality

- 9.1 In case we provide components to the supplier or order tools for manufacturing, we reserve its possession. Manufacture or alterations are carried out for us by the supplier. We reserve the possession of the instruments; the supplier is obligated to exclusively utilize the instruments for the manufacture of the goods ordered from us and to insure the reinstatement value on his own account.
- 9.2 The supplier is obligated to hold all received figures, drawings, estimates and other documentation and information strictly confidential. They may be seen openly by third parties only with our explicit approval. The non-disclosure agreement is also valid after the processing of this contract; it expires if and as far as the understanding of production, (taken from the leftover figures, drawings, estimates and other documentation) is generally known.

10. Place of Jurisdiction – Place of Fulfillment

- 10.1 Exclusive place of jurisdiction for both sides is Hannover.
- 10.2 The law of the Federal Republic of Germany is applicable; the validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 10.3 Provided that nothing else results from the order, the place of fulfillment is our place of business.

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