

General purchasing conditions of ELEKTROFORM Society for electroplating technology

1. Conclusion of a contract

1.1. ELEKTROFORM Gesellschaft für funktionelle Galvanotechnik mbH & Co. KG (hereinafter referred to as ELF) orders exclusively on the basis of its general terms and conditions of purchase. Other conditions do not become part of the contract, even if ELF does not expressly contradict them. If ELF accepts the delivery / service without express objection, it can in no case be deduced from this that ELF accepts the supplier's terms of delivery. When submitting offers, the supplier has to declare his agreement with the general purchasing conditions of ELF. If such an express declaration is not made, the execution of the order is in any case deemed to be acceptance of ELF's General Terms and Conditions of Purchase. These general terms and conditions of purchase also apply to all future contractual relationships with the supplier.

1.2. If the supplier creates an offer based on a request from ELF, he must adhere precisely to the request from ELF and expressly point out any deviations.

1.3. If the supplier does not accept the order in writing within 10 working days of receipt, ELF is entitled to revoke it.

1.4. Only orders placed in writing are legally binding. Orders placed verbally or by telephone require subsequent written confirmation to be legally valid. The same applies to verbal subsidiary agreements and changes to the contract. Performed services or deliveries without a written order will not be recognized. Orders, delivery schedules as well as changes and additions to them can also be made by remote data transmission or machine-readable data carriers after prior written agreement. In the case of an informal business transaction, the order is considered a commercial confirmation letter.

1.5. Remuneration for visits or the preparation of offers, projects, etc. are not granted unless a remuneration has been expressly agreed or there is a legal claim to it.

1.6. If ELF can prove by submitting a transmission report that ELF has sent a declaration by fax, email or remote data transmission, it is assumed that the supplier has received this declaration.

1.7. The supplier must treat the conclusion of the contract confidentially and may only refer to business connections with ELF in advertising material after ELF has given its written consent.

1.8. The contracting parties undertake to treat all commercial or technical details that are not in the public domain and that become known to them through the business relationship as business secrets. Sub-suppliers are to be obliged accordingly.

1.9. ELF can also request changes to the delivery item after the contract has been concluded, provided this is reasonable for the supplier. In the case of this change to the contract, the effects of both parties, in particular with regard to the additional or reduced costs and the delivery dates, must be adequately taken into account

1.10. The supplier may only award orders in whole or in part to subcontractors / subcontractors with the written consent of ELF.

1.11. Equipment (moulds, tools, machines) that are manufactured by the supplier for the account of ELF or procured by third parties immediately become the property of ELF when they are manufactured or taken into possession by the supplier. Equipment that is made available to the supplier by ELF as

part of contract manufacturing remains the exclusive property of ELF. ELF is entitled to request their return at any time. The supplier has no right of retention. The supplier is obliged to mark the items as "property of Elektroform". Labels that have already been attached must not be removed. The resources may only be used for orders from ELF. Maintenance and repair is the responsibility of the supplier. The supplier is liable for all damage caused by this equipment and has to insure it appropriately against damage and theft at his own expense, at least according to the replacement value.

2. Prices, shipping, packaging

2.1. The agreed prices are fixed prices and exclude additional claims of any kind. Costs for packaging and transport to the shipping address or point of use specified by ELF as well as for customs formalities and customs are included in these prices. Unless otherwise agreed in writing, the price for rail shipments includes delivery "free Norderstedt station", for all other shipments "free Norderstedt plant", including packaging. If an "ex works", "ex warehouse" or equivalent price has been agreed, the house forwarding agent specified by ELF must be commissioned. The supplier bears all costs incurred up to the handover to the carrier, including loading and carriage. If no prices are specified in the order, the supplier's current list prices apply with the customary discounts. The type of pricing does not affect the agreement on the place of performance.

2.2. Delivery notes, waybills, invoices and all correspondence have the ELF order number. to contain. Offers are to be made with inquiry no. to provide.

2.3. ELF only accepts the quantities or numbers of items ordered. Over or under deliveries are only permitted after prior agreement with ELF.

2.4. The dispatch takes place at the risk of the supplier. The risk of any deterioration including accidental loss remains until delivery to ELF

2.5. The supplier's obligation to take back the packaging is based on the statutory provisions. The goods must be packed in such a way that transport damage is avoided. Packaging materials are only to be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used. If ELF is billed separately for packaging, ELF is entitled to return packaging that is in good condition to the supplier free of charge for a fee of 2/3 of the value shown on the invoice.

3. Invoicing and payment

3.1. If necessary for understanding, invoices must be submitted separately in proper form with all associated documents and data after delivery. Until a proper invoice has been submitted, ELF has the right to refuse performance. The actual quantities, weights or other units on which the delivery is based as well as the agreed prices are decisive for payment.

3.2. Payment is made in the usual way. Unless otherwise agreed in writing, ELF pays the purchase price within 14 days of delivery and receipt of the invoice with a 2% discount or within 30 days net. Payment is deemed to be on time if a transfer order was issued on the last day of the payment period.

3.3. If certificates of material tests have been agreed, they form an essential part of the delivery and must be sent to ELF together with the delivery. However, they must be received by ELF no later than 5 days after receipt of the invoice. The payment period does not begin before receipt of the agreed certificate.

3.4. The settlement of an invoice does not constitute a waiver of a notification of defects with regard to the invoiced goods. In the event of a faulty delivery, ELF is entitled to withhold payment in proportion to the value until proper fulfilment.

3.5. In the case of advance payments, the supplier must provide adequate security in the form of a bank guarantee from a recognized major German bank.

3.6. If ELF is in default of payment, the supplier can only withdraw from the contract after setting a deadline with a threat of rejection.

4. Delivery dates, delay in delivery, force majeure

4.1. The agreed delivery dates are binding; if a fixed delivery date has elapsed, the supplier is in default of delivery without the need for a reminder. In the case of delivery debts, the receipt of the goods at the receiving or delivery point specified by ELF is decisive for compliance with the delivery date or delivery period.

Point of use: If acceptance is required, the supplier is in default without a reminder if he has not performed the service on the agreed date in such a way that acceptance cannot be refused (Section 640 Paragraph 1 Sentence 2 BGB).

4.2. If the supplier realizes that an agreed date cannot be kept for whatever reason, he must inform ELF of this in writing without delay, stating the reasons and the expected duration of the delay.

4.3. If the supplier falls into arrears by exceeding the delivery date, ELF is entitled to demand a contractual penalty of 0.1% of the order amount per working day, but not more than 10% of the order amount. The reservation of the assertion of the contractual penalty can still be asserted until the invoice has been paid. The contractual penalty is to be offset against a claim for damages caused by delay. The contractual penalty is only the minimum value of the compensation.

4.4. The supplier can only refer to the absence of necessary documents to be supplied by ELF if he has issued a written reminder for the documents and has not received them within a reasonable period.

4.5. Force majeure releases the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information immediately within the framework of what is reasonable and to adapt their obligations to the changed circumstances in good faith. ELF is wholly or partially exempt from the obligation to accept the ordered delivery / service and is entitled to withdraw from the contract if the delivery / service is no longer usable due to the delay caused by the force majeure at ELF - taking economic aspects into account.

4.6. If deliveries are made earlier than agreed, ELF reserves the right to return the goods at the supplier's expense. If no return is made in the event of early delivery, the goods will be stored at ELF at the expense and risk of the supplier until the agreed delivery date. In the event of early delivery, ELF reserves the right to make payment on the agreed due date.

4.7. ELF only accepts partial deliveries by express agreement. In the case of agreed partial deliveries, the remaining amount must be listed.

5. Liability

5.1. The supplier is liable for any form of breach of contract in accordance with the statutory provisions, unless otherwise regulated in these terms and conditions.

6. Liability for material defects

6.1. The agreed specification is part of the order and can only be changed with mutual consent. Any binding description of the scope of delivery or a drawing also counts as a specification. Deviations from the specification are always considered to be a significant breach of duty, unless ELF can bring the product itself into a condition that meets the specifications with very little effort.

6.2. The supplier undertakes, with his deliveries / services and also with deliveries or ancillary services by third parties, within the scope of economic and technical

6.3. ELF will immediately notify the supplier in writing of any obvious defects in the delivery / service as soon as they are discovered in the normal course of business, but no later than 10 working days after receipt of the delivery by ELF.

6.4. ELF is obliged to check incoming goods for transport damage within 10 working days after delivery.

6.5. The agreed quality of a thing or work also includes properties that ELF expects based on public statements by the seller, the entrepreneur, the manufacturer (Section 4 Paragraphs 1 and 2 of the Product Liability Act) or his assistants, in particular in advertising or when labeling certain properties may, unless these conflict with agreed properties. This does not apply if the contractual partner did not know the statement and did not need to know that it had been corrected in an equivalent manner at the time the contract was concluded or that it was unable to influence the purchase decision.

6.6. ELF also has the right to choose the type of supplementary performance in the case of a service contract, unless the contractual partner has the right to refuse supplementary performance or ELF chooses an unreasonable right to supplementary performance vis-à-vis the entrepreneur.

6.7. Due to a defect in the delivered product or the work created, ELF can remedy the defect itself after unsuccessful expiry of a reasonable period set for subsequent performance and demand reimbursement of the necessary expenses, if the supplier does not rightly refuse subsequent performance. In this regard, the statutory regulation on self-implementation in the case of a contract for work (§ 637 BGB) applies accordingly to the purchase contract. Irrespective of the statutory regulation, ELF can remedy the defect itself at the supplier's expense in urgent cases, in particular to avert an acute risk of considerable damage, even without setting a deadline for subsequent performance.

6.8. The warranty period is 24 (in words: twenty-four) months, unless otherwise expressly agreed. It begins with the handover of the delivery item to ELF or a third party named by ELF at the receiving or use point specified by ELF. If acceptance dates have been agreed, the guarantee and warranty period begins with the successful acceptance. If the acceptance is delayed through no fault of the supplier, the warranty period begins no later than 12 (in words: twelve) months after the delivery item has been made available for acceptance.

6.9. If a defect occurs in the first 12 months (guarantee period) of the guarantee period, it is assumed that this defect already existed at the time of the transfer of risk, unless this assumption is incompatible with the nature of the item or the defect.

6.10. For delivery parts that could not remain in operation during the inspection of the defect and / or the removal of the defect, the current guarantee or warranty period is extended by the time of the business interruption.

6.11. For repaired or newly delivered parts, the guarantee or warranty period begins anew at this point in time - beyond the statutory inhibition.

6.12. Claims that already exist at the beginning of the warranty period or that arise during the warranty period expire in accordance with the statutory limitation periods. The statute of limitations begins to run when the claim arises.

6.13. In the event of defects of title, the supplier shall indemnify ELF from any third party claims. With regard to legal defects, the limitation period is three years. This limitation period begins at the end of the year in which the claim arose and ELF became aware of the circumstances giving rise to the claim and the person of the debtor, or would have to become aware of them without gross negligence, regardless of the knowledge or grossly negligent ignorance of them in ten years Emergency.

6.14. If, as a result of a defect in the item or work delivered by the supplier, ELF has to take back the item or work delivered by the supplier, accept a reduction in the purchase price or remuneration, or pay its customer compensation for damages or reimbursement of expenses, this is required for the items specified in Section 437 of the German Civil Code (BGB) designated rights against contractual partners for otherwise required deadlines. In these cases, the above-mentioned guarantee period

begins with the transfer of risk to ELF's customer. The statute of limitations for the aforementioned claims occurs at the earliest two months after the time at which ELF has fulfilled the claims. This suspension of expiry ends at the latest five years after the point in time at which the contractual partner has delivered the item or the work to ELF.

6.15. If claims are made against ELF due to a violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to a defect in the product that can be traced back to the supplier's goods, then ELF is entitled to demand compensation for this damage from the supplier, insofar as it is due to cause the products supplied by him. This damage also includes the costs of a necessary recall campaign. If a fault occurs on a part delivered by the supplier, it is assumed that the fault originated exclusively in the supplier's area of responsibility.

6.16. The supplier must carry out a quality assurance system that is appropriate in terms of type and scope and corresponds to the state of the art, and must provide evidence of this to ELF upon request. If ELF deems this necessary, the supplier will conclude a corresponding quality assurance agreement with ELF.

6.17. The supplier will take out adequate insurance against all product liability risks, including the risk of recall, and present the insurance policy to ELF for inspection upon request.

7. Guarantee

7.1. The supplier guarantees and assures that all deliveries / services correspond to the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations. If deviations from these regulations are necessary in individual cases, the supplier must obtain written consent. This approval does not restrict the supplier's warranty obligation. If the supplier has concerns about the type of execution requested by ELF, the supplier must inform ELF immediately in writing.

7.2. The supplier guarantees and assures that all deliveries are free of third party property rights and, in particular, that the delivery and use of the delivery items do not infringe patents, licenses or other third party property rights within Germany. If the supplier is aware that his ELF products are also sold in certain countries, the above also applies to these countries.

8. Spare parts delivery

8.1. The supplier undertakes to supply ELF with all spare parts during the average service life of the product supplied.

8.2. The price for a spare part must not be higher than the price for a corresponding part on the free market.

8.3. Wurde die Ersatzteilproduktion nach Ablauf der in Ziffer

9. Heavy metals ban

9.1. The supplier undertakes to only deliver products to ELF that comply with EU Directive 2000/53 / EC of September 18, 2000, taking into account the decision of the European Commission of June 27, 2002 (2002/525 / EC).

9.2. If the supplier delivers products in which substances are processed that fall under the aforementioned EU directive, the supplier undertakes to expressly inform ELF of these substances.

10. Duty to provide information

10.1. If the supplier offers a product that ELF has already purchased from him, he must, irrespective of further notification obligations, indicate changes without being asked if the specification has changed compared to a product previously delivered under the same name.

10.2. In accordance with Section 4 (1) of the Equipment and Product Safety Act, the supplier must provide ELF with all information that is important for assessing the risk to the safety and health of users of the product or third parties. In particular, the following must be taken into account: a) the properties of the product including its composition, packaging, instructions for its assembly, installation, maintenance and service life, b) its effects on other products if its use with other products is to be expected, c) its presentation, retail presentation, labelling, warning notices, instructions for use and operating instructions and information on its disposal, as well as d) all other product-related details or information, the group of users who are exposed to a greater risk than other.

11. Property Rights

11.1. The supplier exempts ELF and customers of ELF from third party claims arising from any infringement of property rights and bears all costs that ELF incurs in this context.

11.2. ELF is entitled, taking into account the due diligence of a prudent businessman, to obtain approval for the use of the relevant delivery items and services from the authorized party at the supplier's expense.

12. Extraordinary right of withdrawal

12.1. If insolvency proceedings are opened against the supplier's assets, ELF is entitled to withdraw from the contract within a period of 12 months after the opening of insolvency proceedings.

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