

Terms of purchase of Vesch Technologies GmbH

1. Conclusion

- 1.1 These conditions are the content of this purchase contract as well as all future purchase contracts with the supplier. Deviating or conflicting terms of delivery are only recognized if the customer has expressly agreed to them in writing in individual cases.
- 1.2 Changes, other agreements and side agreements are only valid if the written consent of the customer is present.
- 1.3 The purchaser is entitled to revoke the order, if the order is not confirmed in writing within five working days after receipt.

2. Offer and offer documents

- 2.1 The supplier must adhere to the inquiry in the offer. In case of deviations, the supplier must explicitly point this out.
- 2.2 The offer is free of charge and does not create any obligations for the requester. Payment for cost estimates shall only be made by separate agreement.
- 2.3 We reserve ownership and copyrights to all illustrations, calculations, drawings and other documents. They are to be used exclusively for production based on our order. After order processing, they are to be returned to us unsolicited, unless a confidentiality declaration to the contrary has been made. They may not be made accessible to third parties without our express permission and must be kept secret.
- 2.4 The supplier shall be liable for all damages incurred by the purchaser as a result of breach of the obligations mentioned in no. 2.3.

3. Objects

Models, molds, tools etc. made by the supplier for the execution of the order shall become the property of the purchaser upon payment, even if they remain in the possession of the supplier. These items are to be handed over to the purchaser upon request.

4. Orders

- 4.1 Orders and changes of orders shall be made in writing. In the case of verbal or telephone meetings, the contents are only binding if they have been confirmed in writing.
- 4.2 The supplier shall immediately check the order for ambiguities, recognizable errors, unsuitability of the specifications chosen by the customer for the intended use and incompleteness. Furthermore, he will inform the purchaser immediately about clarification of the order or necessary changes.

- 4.3 All orders and order changes must be confirmed in writing by the supplier and treated separately in all correspondence.
- 4.4 Details in all documents are: Complete order number, date of order and customer's sign.

5. Delivery time and dates

- 5.1 The delivery time shall run from the day of receipt of our order. The supplier shall immediately inform the purchaser of the duration of the delay, stating the reasons, as soon as the supplier can assume that he will not be able to fulfil his contractual obligations on time, in whole or in part. If this notification is omitted by the supplier, he may not invoke the obstacle against the purchaser.
- 5.2 The supplier is liable according to the legal regulations, if he does not fulfil within the agreed delivery time. Any agreed contractual penalty in the event of delayed delivery shall remain unaffected in accordance with § 340 para. 2 BGB. Until the due date of the final payment, an agreed contractual penalty may be asserted without this requiring a reservation in accordance with § 341 (3) BGB, § 11 (4) VOB/B.
- 5.3 Partial deliveries are only accepted after explicit and written agreement.
- 5.4 Deliveries are made to the following address: Am Schwanensee 11, 35432 Lich.

6. Warranty, notice of defects and liability

- 6.1 The supplier warrants that the delivery item has no defects that are detrimental to its value or suitability, that have the agreed or guaranteed quality, that are suitable for use under the contract, the generally accepted rules of technology, the latest regulations of the authorities, comply with the Equipment Safety Act, the applicable safety requirements and the occupational safety and accident prevention regulations. If the delivery item is completely renewed, the statute of limitations begins again; in case of partial renewal, this applies to the renewed parts. The new beginning of the period of limitation does not occur if the supplier clearly does not act in recognition of his obligation to remedy the defect. If the supplier has assumed a guarantee for the quality or durability of the delivery item, the customer may also assert the claims under the warranty. This does not apply to defects or damage to the delivery item caused by
 - a. improper treatment on the part of the customer
 - b. regular wear and tear
- 6.2 The purchaser shall immediately notify the supplier of any defects in the delivery item as soon as they have been determined according to the circumstances of a proper course of business.

The obligation to complain depends on the circumstances of the individual case but amounts to at least five working days (Mon – Fri) after discovery of the defect and for visible defects at least five working days (Mon – Fri) from delivery.

- 6.3 Unless expressly agreed otherwise, the statutory limitation periods shall apply.
- 6.4 The supplier's warranty also applies to parts manufactured by subcontractors.
- 6.5 Until replacement, the parts subject to warranty due to the warranty remain at the disposal of the customer and become the property of the supplier by way of replacement.
- 6.6 If it is not possible to wait for the supplier to remedy the defect due to urgency, or if the supplier fails to do so despite setting a deadline or if the defect has finally been remedied, the purchaser can remedy the defect at the supplier's expense or resort to the warranty rights pursuant to no. 5.1.
- 6.7 The supplier's warranty obligation shall not be affected by the acceptance of the deliveries and services by the customer.
- 6.8 Insofar as the supplier or his supplier has caused the product defect that triggers the liability, the supplier indemnifies the purchaser against claims arising from the manufacturer's liability as well as from the product liability law.
- 6.9 The supplier is otherwise liable in accordance with the statutory provisions.
- 6.10 The supplier indemnifies the purchaser and his customers against claims of third parties from any infringement of property rights and bears all costs incurred by the purchaser in this connection.

7. Tests

If tests are planned for the delivery item, the supplier bears his personal and material test costs. At least one week in advance, the supplier shall notify the purchaser bindingly of the readiness for testing and agree a test date. The purchaser's personnel testing costs shall be borne by the supplier, unless the delivery item is not presented at the agreed date. If repeated or further inspections are necessary due to detected defects, the supplier bears all material and personnel costs. The supplier bears the material and personnel costs for the material certificates of the primary materials.

8. Insurance

- 8.1 The transport insurance is exclusively concluded by the customer.
- 8.2 For damages caused by the supplier, his staff or his representative by services rendered, delivered work or property, the supplier shall take out adequate liability insurance at his own expense. Upon request, the coverage amount per damage event shall be proven to the purchaser.

- 8.3 In the individual case, the conclusion of a special installation insurance in addition to liability insurance according to no. 8.2 is required between the supplier and the purchaser.

- 8.4 Equipment, machines (etc.) loaned to the customer shall be insured against customary risks. Any further liability of the customer for damage or loss of the provided equipment, machines (etc.) shall be excluded, except in cases of gross negligence or willful commission.

9. Shipping instructions, packaging

- 9.1 For each individual shipment, the supplier must send a detailed dispatch notice separately from the invoice and the goods on the day of shipment. The delivery note and packing slip must be enclosed with the delivery. The name of the shipping company and of the ship must be indicated in the shipping documents and the invoice for shipping. The supplier has to choose the most suitable and cheapest transport options for the purchaser. The order marks and information of the unloading place prescribed by the purchaser must be indicated in full in all delivery notes, packing slips, dispatch notes, bills of lading, invoices and on the outermost packaging.
- 9.2 In accordance with national and international regulations, the supplier must package, label and ship dangerous goods. In addition to the hazard class, the accompanying documents must also contain the other information specified by the relevant transport regulations.
- 9.3 Costs incurred by non-observance of these regulations shall be borne by the supplier, who shall also assume liability for any damage. In addition, the supplier is responsible for compliance with these shipping instructions by its subcontractors.
- 9.4 Shipments which cannot be accepted due to non-compliance with these regulations shall be stored at the risk and expense of the supplier. Furthermore, the purchaser is entitled to determine the condition and content of such consignments. It is not allowed to load tools together with delivery items.
- 9.5 The obligation to take back packaging is governed by the statutory provisions.

10. Prices, calculation

- 10.1 The agreed prices are fixed prices and exclude additional claims of any kind. Customs and customs formalities as well as costs for packaging and transport are included in these prices unless explicitly stated otherwise.
- 10.2 The conditions and prices valid on the day of delivery shall apply, even if the supplier improves his conditions or reduces prices in the period between order and delivery.

11. Invoice and payment

- 11.1 Invoices shall correspond in order of text, language and prices to the order. Any additional or reduced services must be separately listed on the invoice.
- 11.2 Payment deadlines start at the earliest from the receipt of the goods or, in the case of invoicing, from the receipt of the invoice. Payments are due within thirty-day net after receipt of the invoice.
- 11.3 The payment does not imply acceptance of prices and conditions.
- 11.4 The time of payment has no influence on the right to complain and the warranty of the supplier.

12. Patent infringement

The supplier assumes liability for the fact that licenses, patents and industrial property rights of third parties are not violated by the delivery and use of the delivery items. The supplier bears any license fees.

13. Applicable law, interpretation of clauses etc.

- 13.1 All legal relationships between the parties are governed exclusively by German law.
- 13.2 Customary clauses shall be interpreted according to the respectively valid Incoterms.

14. Jurisdiction agreement

Unless otherwise agreed, the place of jurisdiction is Gießen.

15. Severability clause

Should individual provisions of these terms and conditions of purchase be or become ineffective, the remaining conditions shall remain valid. The ineffective clause shall be replaced by a clause corresponding to the meaning of the void clause and the law.

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