

General purchasing conditions of Welland & Tuxhorn AG, Bielefeld

1 Validity

- 1.1 The purchasing conditions of Welland & Tuxhorn AG, Bielefeld (hereafter referred to as "Welland & Tuxhorn") apply exclusively; we shall not recognise supplier conditions that conflict with, or deviate from, our purchasing conditions, unless we have expressly agreed in writing to their validity in an individual case. Our purchasing conditions also apply if we unconditionally accept the supplier's delivery in knowledge of the supplier's conditions that conflict with, or deviate from, our purchasing conditions.
- 1.2 These purchasing conditions are part of all future Welland & Tuxhorn orders. They also apply to follow-up orders without Welland & Tuxhorn having to refer to these conditions again.
- 1.3 The Welland & Tuxhorn purchasing conditions only apply to businesses.

2 Offers – Contractual Documents

- 2.1 Supplier offers shall be submitted in written form. Quotes are non-binding and do not have to be paid.
- 2.2 Welland & Tuxhorn retains the property rights and copyright of figures, drawings, calculations, models, devices, samples and other documents that are provided to the supplier by Welland & Tuxhorn for creating the offer or for executing the contract. The supplier shall insure the above-mentioned documents against any type of loss, especially also against natural disasters, at its own expense.
- 2.3 The documents or objects named in clause 2.2 shall not be made available to third parties, unless Welland & Tuxhorn has given written permission of the disclosure in advance. The documents and objects are to be exclusively used for the processing of the order or the contract and shall be returned to Welland & Tuxhorn without request after the relevant processing. Third parties shall keep the documents and objects confidential.

3. Orders

- 3.1 The supplier is obliged to accept the order from Welland & Tuxhorn within a 10-day period.
- 3.2 If the order cannot be confirmed in writing within 10 days, Welland & Tuxhorn is entitled to revoke the contractual offer within

a further 14 days. The supplier cannot assert any claims arising from the revocation.

- 3.3 Welland & Tuxhorn shall be expressly notified of any order acceptances or letters of confirmation from the supplier that deviate from the order. A contract comes into existence in this case only with the written agreement of Welland & Tuxhorn.
- 3.4 If Welland & Tuxhorn makes no mention of a order acceptance deviating from the order or a deviating letter of acceptance, this shall be considered a rejection of it.
- 3.5 Orders are then only binding for Welland & Tuxhorn if they are effected or confirmed by the Welland & Tuxhorn purchasing department in writing. Welland & Tuxhorn can refuse the acceptance and payment of deliveries that are not based on a proper written order. Print outs produced by means of data processing do not require any personal signatures for them to be binding.
- 3.6 The hiring of a subcontractor requires the prior written approval of Welland & Tuxhorn.

4. Prices – Terms of Payment

- 4.1 The price stated in the order is binding. In the absence of a deviating written agreement, the price includes free delivery including packaging.
- 4.2 The statutory value-added tax is – if it is not stated otherwise – included in the price.
- 4.3 The payment occurs 14 days after receipt of the invoice, goods and certificate (test certificate) with a 3% discount, or within 30 days with a 2% discount or 60 days after receipt of invoice net without any deduction, according to the choice of Welland & Tuxhorn. An assignment of the invoice sums to a third party is not allowed.
- 4.4 Changes due to retrospectively occurring cost increases are, regardless of the reason, excluded, unless not otherwise expressly agreed.
- 4.5 If the prices are not listed in the order from Welland & Tuxhorn, the supplier shall specify these in their order confirmation. In this case, the contract only comes into effect through the further written confirmation of Welland & Tuxhorn.
- 4.6 If prices are, as an exception, agreed ex-factory, from the supplier's warehouse or from a third party, all costs arising until the transfer to the transport company, including loading and carriage, are incurred at the expense of the supplier.

5. Delivery Time

- 5.1 The delivery deadlines and delivery times specified in the order are binding and are calculated from the day of the order.
- 5.2 The supplier is obliged to immediately inform Welland & Tuxhorn in writing if conditions arise or they become aware of such conditions that would result in the determined delivery time not being met. If the supplier violates this reporting obligation, they are also liable for delivery delays for which they are not responsible. The new delivery deadline is neither regarded as having been recognised by submitting this notification nor by remaining silent about this notification.
- 5.3 In the event of a delivery delay, Welland & Tuxhorn is entitled to request 0.5% of the proportional contract sum each week for the outstanding delivery share as lump-sum damages for the delay, however no more than 5% in total. Further legal claims remain unaffected by this provision; Welland & Tuxhorn particularly remains entitled to request compensation in place of delivery after an appropriate deadline has expired without results, and to withdraw from the contract. The supplier is entitled to prove that no or only minor damage was caused as a consequence of the delay. The right of Welland & Tuxhorn to prove that damages beyond the lump-sum amount have been caused, remains unaffected.
- 5.4 If, despite making reasonable efforts, Welland & Tuxhorn is prevented from accepting the delivery as a result of force majeure or other circumstances (e.g. labour disputes, operational malfunctions, unforeseen and unavoidable production conversions and other circumstances that involve a reduction in demand), Welland & Tuxhorn can request the delivery for a later point in time, without the supplier being entitled to make any claims against Welland & Tuxhorn because of this.
- 5.5 A delay in acceptance presupposes that the supplier formally requests the acceptance of the delivery items, having set a deadline of at least two weeks for acceptance. A delay in acceptance is then only possible if Welland & Tuxhorn could not have refused the acceptance of the delivery items.

6. Transfer of Risk

- 6.1 All deliveries are made at the supplier's risk and are to be delivered to the Welland & Tuxhorn factory freight-paid and free of charge. The freight is to be paid by the sender at the station of dispatch. Charges for transport insurance shall not be assumed by

Welland & Tuxhorn. If urgent or express deliveries are required as a result of circumstances for which the supplier is liable, the additional costs incurred are at the supplier's expense. The goods shall be appropriately packed, taking into consideration the general rail and freight conditions.

- 6.2 Every delivery must have two copies of the delivery note enclosed. The delivery note must include detailed particulars of the contents as well as Welland & Tuxhorn's order number. Partial deliveries are only admissible with the express permission of Welland & Tuxhorn.

7. Invoices

- 7.1 Invoices shall be sent in duplicate, separate from the delivery.
- 7.2 Invoices can only be processed by Welland & Tuxhorn if these – corresponding to the conditions in the order – include the stated order number; the supplier is responsible for all consequences that arise from the non-compliance with this obligation, insofar as they do not prove that they are not responsible for this.

8. Quality – Implementing Provisions

- 8.1 It is mandatory that the purchased item has the properties and features shown in the samples or quality assurance agreements as agreed guaranteed properties.
- 8.2 If the supplier receives drawings, samples or other specifications from Welland & Tuxhorn, these are alone authoritative for the kind, character and construction of the goods to be delivered.
- 8.3 The delivered goods must comply with the respectively applicable legal accident prevention regulations, VDE regulations, relevant local police regulations, other legal regulations as well as the accepted rules of engineering.

9. Liability for Material Defects

- 9.1 Welland & Tuxhorn has the right to choose between repair and a new delivery. Welland & Tuxhorn has the right to withdraw from the contract, to a reduction in price and for compensation in place of the delivery, as soon as the legally appropriate deadline for rectification has elapsed without results.
- 9.2 Welland & Tuxhorn is also entitled to demand a reduction in price and compensation instead of the delivery when there are insignificant material defects.

- 9.3 The supplier also bears the costs that arise in the event of a rectification, and when the purchased item is brought to a location other than the headquarters or the commercial branch of the receiver.
- 9.4 Claims by Welland & Tuxhorn for liability for material defects lapse after two years from the date of the delivery of the contract goods.
- 9.5 Welland & Tuxhorn is entitled to legal claims without limitation within the scope of the manufacturer's right of recourse.
- 9.6 Welland & Tuxhorn is obliged to check the delivered goods for any material defects within a reasonable period; the complaint is deemed timely if the supplier is notified within 10 working days calculated from the receipt of goods or for hidden defects from the date of discovery.
- 9.7 Provided that part of the Welland & Tuxhorn order is a contract manufacture, the client is also obliged to reimburse us for damages for the materials that were made available from us in the event of a breach of duty.

10. Withdrawal from the Contract – Compensation

- 10.1 If the supplier does not fulfil the obligations assumed with the order confirmation or not in accordance with the contract, Welland & Tuxhorn can withdraw from the contract after a reasonable period for performance or demand compensation in the place of delivery.
- 10.2 Welland & Tuxhorn is especially entitled to the right of withdrawal if the supplier contravenes its obligations according to clauses 2.2 and 2.3.
- 10.3 Welland & Tuxhorn also has the right to withdraw if the supplier ceases to make payments or begins insolvency proceedings.
- 10.4 The right to extraordinary termination for important reasons for continuing contractual obligations remains unaffected.

11. Prohibition of Assignment

Rights and duties of the supplier from the contract are not assignable or transferable without the agreement of Welland & Tuxhorn.

12. Violation of Property Rights

The supplier must guarantee that the goods delivered by them do not violate any domestic or foreign intellectual or other property rights. The supplier exempts Welland & Tuxhorn from all claims of compensation and other claims that are made against Welland & Tuxhorn due to the violation of this obligation.

13. Miscellaneous

- 13.1 The place of fulfilment is Bielefeld.
- 13.2 The court of jurisdiction for all disputes arising from this contract is Bielefeld. However, Welland & Tuxhorn is also entitled to sue the supplier at their general court of jurisdiction.
- 13.3 German law exclusively applies for the implementation of this contract to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.4 If a provision of the contract becomes partially or completely invalid, the validity of the contract apart from that remains unaffected. The invalid provision shall then be replaced by a legally permissible provision which achieves the sense and purpose of the contract as closely as possible.

We have a quality assurance system in accordance with EN ISO 9001:2000. The supplier's deliveries and/or services shall be used within the scope of this system.