

### Proposal for uniform Purchasing Terms and Conditions of all the German companies belonging to the Borbet Group

#### General Terms and Conditions of Purchase of the BORBET GmbH, BORBET Sachsen GmbH, BORBET Solingen GmbH, BORBET Thüringen GmbH

## 1. SCOPE OF APPLICATION

- 1.1** The following Terms and Conditions are applicable to natural or legal persons or partnerships with legal capacity who, when concluding this contract, act in the exercise of their commercial or self-employed professional activity (entrepreneurs). Our Terms and Conditions of Purchase apply exclusively. Conflicting or deviating terms and conditions of the respective contractual partner shall not be recognized; this shall also apply if we do not expressly contradict the terms and conditions of the respective contractual partner. Our Terms and Conditions of Purchase shall also apply to all future transactions with the respective contractual partner. Upon performance of our order, our Terms and Conditions of Purchase shall be deemed to having been accepted without restriction.
- 1.2** Any deviations from our Terms and Conditions of Purchase shall apply only, if these deviations are made in writing to the respective contract and have been confirmed by us in writing. The same shall apply to the use and incorporation of delivery conditions by the respective contractual partner.

## 2. CONCLUSION OF CONTRACT

- 2.1** Orders, agreements and changes shall only be binding, if they are made or confirmed by us in writing. The written form requirement shall be deemed to have been complied with in the case of a delivery in text form (e. g.: e-mail, fax), unless a different provision has been expressly made. This shall also apply, if other provisions of these Terms and Conditions of Purchase require compliance with the written form. Orders must be con-firmed in writing within five days. Correspondence is to be entered into with the ordering purchasing department. Agreements with other departments require the express written confirmation of the ordering purchasing department in the form of a contract supplement, insofar as agreements are to be made to change provisions of the contract.
- 2.2** The respective contracting party shall treat the conclusion of the contract confidentially. With respect to third parties, the contracting party may only refer to us as a contractual partner after our express written consent.

## 3. PRICES

- 3.1** The price stated in the order is binding and represents a fixed price. The fixed price is net of the respectively valid value added tax and is understood to be free to the place of use, including packaging and shipping costs. If a price is agreed „ex works“ or „ex warehouse“, we only accept the most favourable shipping costs. All costs (including loading and excluding haulage) incurred until handover to the carrier shall be borne by the respective contracting party. The nature of the pricing does not affect the agreement regarding the place of performance.
- 3.2** We reserve the right to accept multiple deliveries.

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#### **4. TERMS OF PAYMENT**

- 4.1** Unless otherwise agreed in writing, we shall pay within 14 days after delivery and receipt of invoice with a 3% discount, or by the end of the month following the respective month in which delivery and receipt of invoice have taken place.
- 4.2** Payments do not constitute an acknowledgement of the correctness of the invoice and/or the conformity with the contract of the service.
- 4.3** Without our prior written consent, which may only be refused for a good cause, the respective contractual partner shall not be entitled to assign his claim against us to third parties or to have it collected by a third party. The consent shall be considered to have been granted for assignments made on the basis of an extended retention of title.

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#### **5. TRADE PROVISIONS**

Unless otherwise agreed, the most recent version of INCOTERMS, as stipulated by the International Chamber of Commerce, shall apply to the interpretation of the agreed commercial clauses.

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#### **6. CERTIFICATES OF ORIGIN, EXPORT RESTRICTIONS, CUSTOMS TARIFF NUMBERS**

- 6.1** The respective contractual partner shall provide the proofs of origin requested by us with all necessary information and shall make them available to us duly signed without delay.
- 6.2** The respective contractual partner shall inform us with immediate effect after receipt of the order, but at the latest before delivery, whether a delivery item is subject to any restrictions, in whole or in part, which we must observe when exporting from Germany or importing it from abroad. Such information shall be provided on the respective delivery notes in writing together with the respective item of goods.
- 6.3** In addition, the contractual partner must state the statistical goods number (customs tariff number KN) for each delivery note item.
- 6.4** In addition, the respective contractual partner shall inform us promptly of any subsequent changes to the information provided as stipulated in Clauses 6.2 and 6.3.

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#### **7. DELIVERY DATES, DELAY IN DELIVERY**

- 7.1** The delivery time stated in our orders shall have a binding effect.
- 7.2** If the contractual partner realizes that the agreed deadlines cannot be met, irrespective of the reason, we are to be informed with immediate effect in writing of the failure to meet the deadline.
- 7.3** In the event of delay to performance on the part of the contractual partner, we shall be entitled to withdraw from the contract and demand compensation for damages instead of performance after the unsuccessful expiry of a reasonable period of grace granted to us. Any further legal claims shall remain unaffected.
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### **8. QUALITY, LIABILITY FOR DAMAGE**

- 8.1** The contractual partner warrants that the products or services supplied by him comply with the currently accepted technical rules. In particular, he assures that his deliveries comply with the regulations on technical safety, work safety and environmental protection in the relevant legislation, ordinances and regulations of authorities and trade associations as well as the special contractual agreements.
- 8.2** We shall be entitled to the statutory claims for liability for defects in full.
- 8.3** Claims for liability for defective goods shall become statute-barred after 24 months from the passing of risk. Warranty claims for defective spare parts and for commercial goods, which are specifically designated as such in the contract, become statute-barred after 24 months from commissioning or delivery to the customer, but at the latest three years after delivery to us.
- 8.4** Insofar as we are responsible for examining the deliveries and services and notifying defects in commercial dealings pursuant to section 377 (1) of the German Commercial Code (HGB), investigations and notification of defects shall be deemed to have been carried out in due time, if they take place within two weeks of delivery. Notification of a defect, which only becomes apparent at a later date, shall be deemed to have been made in a timely manner, in accordance with section 377 (3) of the German Commercial Code (HGB), within two weeks after discovery of the defect.

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### **9. DRAWINGS AND OTHER DOCUMENTS, TOOLS**

- 9.1** All execution documents, devices, tools, models, etc., which have been provided by us to the respective contractual partner, remain our property and are to be carefully stored for the duration of the execution of the contract at the expense of the respective contractual partner. They may only be used for contractually agreed purposes and made accessible to third parties only in this regard. The above-mentioned items shall be either returned to us or destroyed at our discretion upon our first request, in particular after the execution of the contract. The contractual partner's rights of retention in this respect are excluded.
- 9.2** For tools and other means of production that we have paid for, the regulations under Clause 9.1 apply accordingly. Such tools or means of production may not be scrapped or made accessible to third parties, in particular for the purpose of production, without our written consent.
- 9.3** We reserve all rights to drawings and products, that have been manufactured in accordance with our specifications, and to processes that have been developed by us.

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### **10. DELIVERY AND SHIPPING SPECIFICATIONS**

The respective delivery and shipping instructions stated by us must be observed.

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### **11. APPLICABLE LAW**

In addition to the individual contractual provisions agreed in each case and the provisions of these Terms and Conditions of Purchase, all legal relations between us and the respective contractual partner shall be governed exclusively by the law of the Federal Republic of Germany, which is authoritative for the legal relations of domestic persons, to the exclusion of foreign law. The uniform UN Convention on Contracts for the International Sale of Goods does not apply.

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## 12. CODE OF CONDUCT

With the conclusion of the contract, the contractor undertakes to comply with the Code of Conduct for all companies in the Borbet Group („Code of Conduct“ for the Borbet Group and its suppliers). This „Code of Conduct“ is an integral part of the present General Terms and Conditions of Purchase. Its policies are available at [https://www.borbet.de/downloads/BORBET\\_Code\\_of\\_conduct\\_EN.pdf](https://www.borbet.de/downloads/BORBET_Code_of_conduct_EN.pdf)

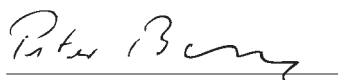
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## 13. PLACE OF PERFORMANCE, PARTIAL EFFECTIVENESS, JURISDICTION

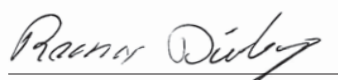
**13.1** The place of performance for deliveries and services shall be the registered office of (note: insert the name of the respective company)

**13.2** Should individual provisions be or become invalid, this shall not affect the validity of the contract or the validity of the remaining provisions.

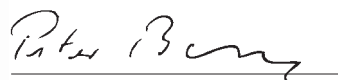
**13.3** The place of jurisdiction is, at our discretion, the registered office of the contractual partner, the court responsible for us or the place of performance. This also applies to liabilities for bills of exchange and cheques.



BORBET GmbH  
Managing Director  
Peter Wilhelm Borbet



BORBET Sachsen GmbH  
Managing Director  
Reiner Dürkop



BORBET Solingen GmbH  
Managing Director  
Peter Wilhelm Borbet



BORBET Thüringen GmbH  
Managing Director  
Dr. Michael-Claus Honsel