



HANSA GROUP AG

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General Terms and Conditions – Purchase –

1. General

- 1.1 The following General Terms and Conditions apply a) directly to all relationships pertaining to sales contracts and b) when applied accordingly, also to all other legal relationships between HANSA GROUP AG, Wanheimer Straße 408, 47055 Duisburg, Germany (hereinafter "BUYER" or "HANSA GROUP AG") and contractors, corporate bodies under public law and special funds under public law as well as consumers (hereinafter "SELLER"). Contractor constitutes every natural or legal person or incorporated partnership which upon the formation of a legal transaction acts in accordance with exercising its intended business activities or professional self-employment; consumer constitutes such natural person with whom we enter a business relation without being able to assign the status of business activity or professional self-employment to the same.
- 1.2 Differences to the above or SELLER's terms and conditions apply only if BUYER agrees to the same in writing. The terms and conditions apply equally to future similar business between the contracting parties.

2. Offer

- 2.1 SELLER's offers are free of charge, yet non-binding for HANSA GROUP AG. SELLER must adhere to the enquiry of HANSA GROUP AG when submitting an offer. If SELLER can offer a technically or economically more favourable solution for the HANSA GROUP AG enquiry, SELLER shall submit such solution additionally and at the same time to HANSA GROUP AG.
- 2.2 If SELLER invoices another customer either during or after HANSA GROUP AG placed its order, but before the delivery of the goods or the final partial delivery of goods, better prices or different, more favourable terms of payment (e.g. discount, bonuses, payment deadlines) for the same or reduced volume

of ordered goods, HANSA GROUP AG may demand the same prices.

- 2.3 Unless differently regulated, the prices offered by SELLER are quoted inclusive of taxes, packaging, transport, returnable containers and storage.
- 2.4 Only orders or amended orders placed by the purchase department of HANSA GROUP AG in writing are binding. Verbal agreements must be mutually confirmed in writing in order to be effective.
- 2.5 If SELLER is aware upon acceptance of contract that HANSA GROUP AG merely acts as the mediator for the delivery to a third party, HANSA GROUP AG is not liable, not even for claims of SELLER against such third party, unless HANSA GROUP AG acts with intent or gross negligence.

3. Delivery Time, Delivery, Quality Assurance

- 3.1 SELLER must strictly adhere to the agreed delivery deadline. Goods shall be delivered during usual business hours of HANSA GROUP AG.
- 3.2 As soon as SELLER realises that SELLER will not be able to meet its contractual obligations either in full or partly, or not in time, SELLER shall instantly inform HANSA GROUP AG in writing, stating the reasons for this and the presumed duration of the delay.
- 3.3 If SELLER is in default, HANSA GROUP AG, following a reminder, is entitled to demand a penalty for breach of contract in the amount of 0.5% of the gross price for every new week of default, however no more than 5% of the gross order total of the delivery. Further rights are not affected. HANSA GROUP AG will offset the penalty paid against claims for damages.
- 3.4 Partial deliveries are not permissible.
- 3.5 SELLER will perform and maintain an effective Quality Assurance and will provide proof of such measures to HANSA GROUP AG upon request. SELLER, upon request of HANSA



GROUP AG, will apply the Quality Assurance system prescribed by DIN ISO 9000 et seq. (or subsequent certifications). HANSA GROUP AG is entitled to inspect this QA system itself or have it inspected by third parties which it commissions to do so.

- 3.6 The contractual item shall comply with the terms of origin of the EU preferential agreements, if relevant and unless expressly stipulated to the contrary in the confirmation of order.

4. Warranty

- 4.1 SELLER warrants that the contractual item features the warranted and guaranteed properties, is not defective in a manner that impairs its value or suitability and complies with the terms stated in the order, the generally recognised rules of technology, the latest official and statutory regulations, the respectively applicable security requirements as well as the rules regarding the protection of occupational safety and health and the prevention of accidents. Statutory regulations apply for the handling of the warranty; Items 4.2 to 4.4 are not affected by this.
- 4.2 The limitation period for claims for defects expires 36 months after passing of the risk.
- 4.3 Within the framework of its Quality Assurance system SELLER shall maintain an outgoing goods inspection so that the incoming goods inspection at HANSA GROUP AG can be dispensed with. Sections 377 and 378 of the German Commercial Code [*HGB – Handelsgesetzbuch*] therefore do not apply.
- 4.4 SELLER's warranty also extends to parts and services which SELLER purchased from suppliers and to all damage or loss resulting from defect or deficiency in SELLER's supplies and/or services, irrespective of whether such supplies and/or services were manufactured, produced or furnished by SELLER or by a third party.
- 4.5 HANSA GROUP AG is entitled to remedy the defect itself at the expense of SELLER in cases of imminent danger or particular urgency.

5. Insurance

SELLER shall take out sufficient insurance policies at SELLER's expense for damage that may be caused by SELLER and SELLER's vicarious agents. The taking out and proof of insurance does not reduce the scope of SELLER's liability/warranty though.

6. Documents, Secrecy

- 6.1 All SELLER details and documents, specifications, samples, notes, drawings, instructions, technical directions, data and equipment provided to SELLER by HANSA GROUP AG for the generation of offers, designs, productions, deliveries, invoices, etc., as well as documents created specifically by SELLER on the basis of details provided by HANSA GROUP AG, such as calculations ("Information") are the property of HANSA GROUP AG and must not be used, compiled or reproduced by SELLER for other purposes, or made accessible to third parties in any other way. If requested by HANSA GROUP AG they must be returned with all copies/reproductions. The release of SELLER calculations by HANSA GROUP AG does not affect the responsibility of SELLER.
- 6.2 SELLER shall treat the information as well as existing business relationship between the parties confidentially.
- 6.3 The enforcement of retention rights to information is excluded. Items 9.2 and 9.3 are not affected.

7. Forwarding Instructions, Passing of Risk

- 7.1 The delivery must contain the delivery note and packing slip. All dispatch documents and the visible packaging must feature the order number, details regarding the offloading point and the precise recipient of consignment.
- 7.2 SELLER, unless agreed otherwise, shall ensure the dispatch free point of destination and shall procure the necessary freight and customs documents unless these can be supplied exclusively by HANSA GROUP AG. SELLER shall select the most suitable mode of transport and bear all expenses related to such transport and take out transport insurance which covers the value of the contractual item.
- 7.3 SELLER shall package, identify and dispatch the ordered goods properly and in accordance with the relevant national and international regulations.
- 7.4 Customary clauses apply in accordance with the most recent INCOTERMS, currently INCOTERMS 2000.
- 7.5 The risk passes upon the delivery of the goods at the respectively agreed destination; when in doubt, such destination is HANSA



GROUP AG, Wanheimer Straße 408, 47055 Duisburg/Germany.

8. Invoice and Payment

- 8.1 Invoices must be drawn up properly, especially – if relevant – itemising turnover tax ID, and must be verifiable and comply with the order in terms of sequence of items, listing the item numbers.
- 8.2 Payments are effected subject to the delivery being deemed correct. Payment does not constitute the recognition of conditions and prices and does not influence SELLER's warranty and liability. It does not constitute a waiver of claims of HANSA GROUP AG for defects discovered at a later point in time.
- 8.3 In cases of payment within 14 days after receipt of invoice, HANSA GROUP AG is entitled to deduct a 3% discount. The timely posting of cheques/performance of remittances entitles HANSA GROUP AG to such discount deduction if at such moment the account is covered.
- 8.4 If HANSA GROUP AG operates as a buying agent, HANSA GROUP AG is only obligated to effect payment for the delivery when and to the extent that the principal pays HANSA GROUP AG for the delivery. The principal's refusal to pay, for which HANSA GROUP is liable, will not be taken into account.
- 8.5 If HANSA GROUP AG operates as a buying agent, then the principal alone is obligated to issue complaints in terms of Section 377 of the German Commercial Code.

9. Offsetting, Retention

- 9.1 SELLER may only offset with undisputed or final and absolute claims.
- 9.2 Item 9.1 applies accordingly for the enforcement of retention rights by SELLER.
- 9.3 SELLER is not entitled to exercise retention rights against claims of HANSA GROUP AG from an order for another claim not related to this order.
- 9.4 Section 369 of the German Commercial Code does not apply.

10. Protective Rights, Product Liability

- 10.1 SELLER is liable within the statutory scope for the delivery and proper use of the contractual item not infringing upon the prop-

erty rights of third parties, especially patent rights.

- 10.2 In the event of an actual or alleged infringement SELLER shall release HANSA GROUP AG, its customers and their customers within the statutory scope of all liability, damage and losses as well as expenses.
- 10.3 SELLER shall release HANSA GROUP AG of all third-party claims resulting from the product liability law or product liability if and to the extent that deliveries or services of SELLER substantiate a claim.
- 10.4 If products bear a particular design of HANSA GROUP AG, either as an assembled end product, or as part of an assembled end product, or bear the HANSA GROUP AG brand or any other feature that identifies HANSA GROUP AG, such products must not simultaneously bear SELLER's brand or other design of SELLER, and similar material shall not be sold or left to any other person than HANSA GROUP AG.

11. Advertising, Assignment

- 11.1 SELLER may only refer to the existing business relationship with HANSA GROUP AG following the prior written approval of HANSA GROUP AG.
- 11.2 SELLER may only assign its contractual rights and duties with the prior written approval of HANSA GROUP AG. Section 354a of the German Commercial Code is not affected.

12. Applicable Law, Jurisdiction, Severability Clause

- 12.1 The contractual relationship is exclusively subject to the laws of the Federal Republic of Germany, exempting the UN Sales Convention.
- 12.2 The courts in Duisburg/Germany shall have exclusive jurisdiction if permissible by law.
- 12.3 Should one of the above provisions be invalid or contain a gap now or in future, then this does not affect the validity of the remaining provisions.
- 12.4 The German version of the Terms and Conditions of Purchase shall prevail. All other language versions serve the purpose of easier understanding only.