

§ 1. General provisions

- § 1.1. Unless explicitly agreed otherwise, all orders of Drahtseilwerk GmbH, Bremerhaven, (hereinafter "Principal") are subject exclusively to these terms and conditions. Conditions of the supplier (hereinafter "Contractor") set out in his general terms and conditions of business or order confirmation are herewith explicitly rejected. The unreserved acceptance of order confirmations or deliveries does not constitute acknowledgement of such terms and conditions.
- § 1.2. By virtue of making the first delivery to these Purchasing Conditions, Contractor acknowledges that all further orders are also subject exclusively to them.
- § 1.3. Orders and commissions of Principal are binding if placed in writing or confirmed in writing. Proposals of the supplier are binding on Contractor for a usual period of 14 days, unless another binding period was noted in the proposal. Proposals are non-committal for Principal and are prepared by Contractor gratuitously.
- § 1.4. Contractor is obligated to declare acceptance of the orders in writing to Principal promptly following receipt of the order.
- § 1.5. The purchase contract content is invariably defined by the content of the written order. Contractor is obligated to indicate changes, additions or deviating contract conditions explicitly and prominently in his order confirmation. These changes shall only become contractually effective if Principal explicitly acknowledges them in writing.

§ 2. Delivery and shipment

- § 2.1. Contractor must render his deliveries and performances in accordance with the contractual agreements, free of deficiencies, in a quality usual in commerce, factory-new and properly packed as regards the product in question. Delivery is made in accordance with the order on the agreed dates and to the delivery address specified in the order.
- § 2.2. Contractor must comply with the shipment stipulations of Principal and of the haulage contractor or freight carrier. The order and article numbers of Principal must be stated in all shipment papers, correspondence and invoices.
- § 2.3. Unless explicitly agreed otherwise, Contractor bears the costs for transport, inclusive for packaging, insurance and all other incidental costs.
- § 2.4. The place of reception or use respectively stated in the order is place of fulfilment for all deliveries / performances to be rendered by Contractor. Risk passes to Principal at the earliest after taking over the goods or acceptance of the delivery and/or performance.

§ 3. Delivery periods, Delivery times

- § 3.1. The delivery periods or times stated in orders are binding and understood as per arrival at the place of fulfilment.
- § 3.2. If it becomes apparent that the delivery time stated in the order will be overrun, Contractor must notify this to Principal promptly with statement of reason and foreseeable delay. Principal reserves the right to hold Contractor liable for all costs arising as a result of neglecting this information duty.
- § 3.3. Principal is entitled to refuse to accept goods not delivered at the time stated in the order and to send them back to Contractor or store them at a third party for account and at the risk of Contractor.
- § 3.4. If Contractor is in default with delivery and performance, then unless agreed otherwise in the purchase contract,

Contractor shall owe a contract penalty amounting to 1% of the agreed price for the respective delivery and/or performance with which Contractor is in default per started week of default, but at most up to 5% of the agreed price. Payment of the contract penalty does not discharge Contractor from the obligation to fulfil the concluded purchase contract. This does not affect all other damages Principal incurs due to the default. A contract penalty will be credited against such other claims.

§ 4. Quality and acceptance

§ 4.1 Contractor assures that the goods match the requirements stated in the order of Principal and, as the case may be, submitted specifications, applicable norms and the state of technology. Contractor commits to substantiate this by means of corresponding audits and written documentation.

§ 4.2 Principal reserves the right to first accept the goods after promptly inspecting them on receipt for obvious and visible deficiencies. In the case that a complaint is made, the costs of the inspection and replacement delivery can be charged to Contractor. The time allowed for complaining any kind of deficiency is 14 days as from recognising such deficiency. During the warranty period Contractor waives the plea of late notification with respect to concealed deficiencies.

§ 4.3. The values established at the incoming goods inspection are the binding values of dimensions, weights and unit quantities of a delivery.

§ 4.5. In the event of an agreed contract penalty for delivery default, the entitlement to a contract penalty also then remains intact even if it was not explicitly asserted when the delivery was accepted. Further-reaching claims also remain intact even if particular reservations were not expressed at acceptance.

§ 5. Prices and conditions of payment

§ 5.1 Agreed prices are highest prices; Principal shall be accorded the benefit from price reductions in the time between order and invoice payment.

§ 5.2 Invoices with statement of the order and article numbers must be prepared immediately after the goods are dispatched. Turnover tax must be shown separately.

§ 5.3 Payment is under reserve of duly proper delivery and correctness in terms of price and calculation. If a deficiency subject to a warranty obligation is discovered, this entitles Principal to withhold payment until the warranty obligation is fulfilled.

§ 5.4 The terms of payment are given from the respective order.

§ 6. Offsetting and assignment

§ 6.1 Contractor is only entitled to offset with claims that are uncontested or established with lawful finality.

§ 6.2 The assignment of claims against Principal is only admissible with the written consent of Principal.

§ 7. Warranty

§ 7.1. The warranty obligation of Contractor is subject to the statutory provisions, unless stipulated otherwise hereinafter. Contractor shall indemnify Principal on first demand against all claims of third parties raised due to

deficiencies, infringements on protected third party rights or product damages of his deliveries on the basis of his proportional causation. Contractor shall ensure that appropriate product liability insurance exists.

§ 7.2 The warranty period is at least 24 months as from delivery at the place of fulfilment. The statutory warranty period shall apply if it is longer.

§ 7.3 In the event of deficient delivery, Contractor must as Principal chooses either make replacement performance free of cost, grant a price rebate in accordance with the statutory regulations governing reduction, or must remedy the fault free of cost. In urgent cases and following consultation with Contractor Principal shall be entitled at the cost of Contractor to remedy the fault himself or have this remedied by a third party or procure substitute elsewhere. The same shall apply if Contractor is in default with fulfilment of his warranty obligations. If the statistical examination procedure specified in the order reveals that the highest admissible error quota is exceeded, then Principal shall be entitled to raise claims for defects with regard to the entire delivery or, following consultation with Contractor, examine the entire delivery at the cost of Contractor.

§ 7.4 Contractor is liable for replacement deliveries and subsequent improvement work in the same scope as for the original delivery item, and also for transportation, travel and working costs without limitation. The warranty period for replacement deliveries begins at the earliest on the day of arrival of the replacement delivery.

§ 7.5 Contractor is obligated to reimburse appropriate costs for a recall campaign carried out due to product liability law. Principal will first send a message to Contractor as quickly as possible requesting a position statement.

§ 8. Information and data

Drawings, drafts, samples, manufacturing stipulations, internal company data, tools, facilities etc. which we have provided to Contractor for the purpose of submitting a proposal or executing an order remain our property. They may not be used, replicated or disclosed to third parties for other purposes and must be kept safely with the due care of an orderly merchant.

§ 9. Third party rights

Contractor assures that third party rights do not oppose use of the goods for their intended purpose and especially that said use does not infringe on third party proprietary rights. In the event that recourse to Principal is nevertheless made due to a possible breach of third party rights such as e.g. copyrights, patents and other protected rights, then Contractor indemnifies Principal against this recourse and any performance obligations in this connection.

§ 10. Data protection

Contractor declares his revocable agreement that disclosed data related to persons are treated or processed relative to orders in compliance with the statutory provisions.

§ 11. Severability

If individual provisions of these Terms and Conditions should be or become invalid, the other provisions nevertheless retain their validity.

Place of jurisdiction is Bremerhaven, Germany.