

## Terms of Delivery

Order number:	Order number and symbol must be indicated in acceptances of orders, delivery notes, freight documents, invoices and the entire correspondence.
Delivery notes:	In duplicate with the shipment
Way bills:	With the exact designation of freight. Forwarding agency notice: SLVS-prohibited customer
Invoices:	In duplicate by mail (copy clearly marked as such) for each shipment/service. The value added tax is to be proven separately.
Delivery times:	Monday -Thursday : 7:30 - 12:00 and 12:45 -16:00; Friday: 7:30 – 12:00



**HYDROPNEU G m b H**  
D - 73760 Ostfildern Sudetenstraße 1

## General Purchasing Conditions

*This text is a translation from the authoritative Terms and Conditions in the German language and for reference purposes only.*

### 1. Scope

- 1.1 Our purchasing conditions are valid exclusively.
- 1.2 We do not recognize conflicting conditions or conditions of the supplier different from our terms and conditions unless we expressly agree with validity in writing. Our terms and conditions of purchase also apply if we accept or pay for deliveries of products and services of the supplier in the knowledge of conflicting supplier terms and conditions or supplier terms and conditions of purchase differing from ours.
- 1.3 Our terms and conditions of purchase are valid only with purchasers §24 AGBG. Our purchasing conditions are also valid for all future transactions with the supplier.

### 2. Conclusion of contract

- 2.1 The supplier agrees to accept our order within two week period.
- 2.2 Offers, drafts, samples and specimens are free of charge and noncommittal for us.
- 2.3 Supply contracts (order and acceptance) and delivery releases as well as any charges and amendments thereof have to be made in writing. Delivery releases can also be issued via tele-data transmission.
- 2.4 Compensations or reimbursements for attendance or the composition of offers, projects etc. are not granted.
- 2.5 To the extent reasonably acceptable to the supplier we are entitled to require technical changes to be made to the goods and/or to the dates of delivery. In this case the consequences, especially with respect to additional costs or the reduction of costs, as well as with respect to delivery dates are to be resolved in an appropriate and mutually agreeable manner.

### 3. Prices and payment terms

- 3.1 All our prices are fixed prices, this also applies to skeleton orders during the entire term of the agreement.
- 3.2 All prices are "free on board" prices including packaging to the ship-to-address indicated by us, whereby we have the right to choose the kind of packaging, the means of transport, route of transportation and the transport insurance as well. For the return of the packaging materials a special agreement is required. If no prices are indicated the supplier's current list prices with the commercial deductions are valid.
- 3.3 Exceptionally if packaging material is being charged from us separately, we have the right to send back packaging material which is in good condition to the supplier carriage paid and with a compensation of 2/3 of the value from the invoice.
- 3.4 In case of premature shipment payment is due to the agreed delivery date. In the case of an arrival of charged goods later than the invoice, the date of goods received is the date of the invoice.
- 3.5 The invoice is paid either within 14 days after its receipt by deducting a 3% discount or within 60 days without deduction net; in no case the payment due date starts without fulfillment of services by the supplier.
- 3.6 Invoices must be sent to us in duplicate with the shipment of the goods, but separately from it. Number and date of the order must be written on each invoice. To the goods a delivery note in duplicate must be adjoined which shows our precise date of order apart from the exact extent of the shipment referring to articles, type and quantity etc.
- 3.7 As far as a shipment or service free of turnover taxes is considered, it is the supplier's duty to produce the necessary proofs and/or to participate in this process. For shipments within the European Union the supplier has to communicate his turnover tax identification number; he also must prove his entrepreneur's status as well as support the accountancy and voucher proof for the export.
- 3.8 In case of incorrect shipments we are entitled to withhold an amount of payment proportionately to the value up to the duly fulfillment of the shipment.
- 3.9 The supplier is not entitled to sign away his demands against us or to have them called in by a third one without a previous written agreement which must not be denied unreasonably.

### 4. Delivery dates and time limits, delayed delivery, passing of risk

- 4.1 Agreed-upon delivery dates are binding. The receipt of the goods at the place of receipt or usage named by us is the determining factor for having met the data of delivery or the period of delivery.
- 4.2 If the supplier anticipates difficulties with respect to meeting the agreed-upon delivery date he must immediately give written notice to us stating the reasons and the period of the delay.
- 4.3 In case of a delayed delivery we are entitled to require a flat rated penalty for delay per completed week amounting 0.5% of the value of the delivery, however not more than 10%. Further legal requirements are subject to change. It is the supplier's right to prove that in consequence of the delay none or a substantially lower damage has been caused. In this case the lump sum will be reduced accordingly. The acceptance of the delayed shipment or service does not include a renouncement of claims.
- 4.4 The risk for the delivered goods will only be passed on to us after we have received them completely.
- 4.5 If the agreed-upon deadlines cannot be kept because of any justifiable circumstance of the supplier, it is our right after an appropriate extension of time terminated by us to optionally claim reimbursement because of non-compliance and/or to procure compensation from a third side or to withdraw from the contract irrespective of any further legal claims.
- 4.6 In case of force majeure and strikes the contracting parties shall only be relieved from their obligations for the period of the disturbing events and to the extent their liabilities are affected. The contracting parties are committed to give each other the necessary information, which may reasonably be expected, and to adjust the obligations in good faith to the changed circumstances. We are entirely or partly released of the obligation to accept the ordered goods/service and entitled to the cancellation of the contract if the delivered goods/service are no longer usable for us in consideration of economic criteria because of the delay caused by the force majeure or the strike.

- 4.7 In case of an earlier delivery than agreed-upon we are entitled to return the shipment at the supplier's expense. If there is no redelivery of a premature shipment, the delivered goods will be stored with us until the agreed-upon delivery date but at the expense and danger of the supplier.
- 4.8 Partial delivery we accept only by an explicit agreement. With agreed-upon partial shipments the remaining residue is to be specified.

### 5. Notification of deficiencies and warranty

- 5.1 All objects delivered by the supplier and all services produced by him have to correspond to the latest state-of-the-art, to the relevant legal terms and to the rules and principles of authorities, trade associations and professional associations. As far as any deviations from these rules are necessary in individual cases, the supplier must apply for our written agreement.  
The supplier ensures for his suppliers and sub-suppliers that delivered goods do not contain certain materials (e.g. tantalum, tin, gold or wolfram) that are broken off in the conflict-affected region Democratic Republic of the Congo or its neighbouring states.
- 5.2 If the supplier has got any doubts about the kind of execution wished by us he must immediately give written notice to us.
- 5.3 The acceptance is always subject to a control for completeness and correctness. An obligation for examination only exists concerning obvious and easily recognizable differences in quantity and quality. Of any deviations found we must immediately give notice to the supplier. The reproof is considered to have been performed in time, if it is received by the supplier within a period of 14 days, starting from the date of acceptance of the goods or with hidden defects after their discovery.
- 5.4 In case of any defect or the lack of an assured feature we are alternatively entitled to the following rights: elimination of defect, replacement, reduction of price, cancellation of the sales contract, as well as compensation because of default, whereby in each case the supplier has to take over all costs and expenses caused with it. This is also valid for steps of defense of damages (e.g. recall actions).
- 5.5 The warranty period amounts to 24 months starting from the passage of the risk, unless anything else has been agreed-upon expressly. For parts delivered which could not stay in operation during the examination of defect and/or elimination of defect a current warranty and/or warranty period will be extended by the time of the operation stop. For repaired or again supplied parts the warranty and/or the warranty period starts again at this time - beyond the legal inhibition.

### 6. Product liability, exemption, liability insurance protection

- 6.1 As far as the supplier is liable for defect of supply, he is obliged to hold us free of any claims of damages of a third party on first request, if the cause falls within the area of his responsibility and/or organisation and if he is liable in external relationship.
- 6.2 In the course of his liability for cases of damage as defined by number 6.1 the supplier is also committed to refund expenses according to §§ 683, 670 BGB, as well as to § 830, 840, 426 BGB, which result from a recall action accomplished by us or are connected with it. We have to inform the supplier about the contents and the extent of the recall activities to be performed – as far as this is possible and reasonable – he also has to be given an opportunity for comments. Other legal claims remain unaffected.
- 6.3 The supplier undertakes to maintain product liability insurance with coverage of € 5 million per case of personal injury/damage to property as a blanket policy. If we are entitled to more extensive claims for damages, said claims shall remain unaffected.

### 7. Protective and patent rights

- 7.1 As far as ordered parts are self-engineered the supplier commits himself to supply or offer these neither now nor later to any other side. Models, drawings and samples and things alike which we make available to the supplier while the order is executed remain our property and must be returned to us by notification after the order is completed.
- 7.2 It is the supplier's liability that in connection with his shipment no rights of a third party are violated, whereby it is known to the supplier that we sell our final products world-wide.
- 7.3 If therefore we are claimed by a third party the supplier is obliged to exempt us from these claims on our first written request. We are not entitled to make any agreements with the third party - without the supplier's approval - especially not to settle an agreement.
- 7.4 The obligation for exemption of the supplier refers to all expenditures which necessarily arise for us in connection of laying claim of a third party.

### 8. Use of confidential data

Drafts, specimens and samples as well as other confidential data made available by us to the supplier or getting known for the purpose of delivery contracts may only be used in connection with deliveries to a third party with previous written agreement from us.

### 9. General terms

- 9.1 Should parts of these general purchasing conditions be legally ineffective, the effectiveness of the remaining terms will not be affected.
- 9.2 The supplier is not authorized to pass on the order to a third party without our previous written approval.
- 9.3 The supplier is not entitled to withdraw his claims against us without our previous written approval which may not be inequitably refused.
- 9.4 The personal data of the supplier will be treated by us according to the federal law of data protection.
- 9.5 In the event one of the contracting parties ceases payment, or bankruptcy or insolvency proceedings are applied for, the other party shall be entitled to rescind the contract with respect to the part not yet performed.
- 9.6 If not expressly agreed-upon differently, the place of performance for the goods to be delivered is the ship-to address and/or the place of usage named by us. For all remaining obligations of both parties the place of performance is our registered place of business.
- 9.7 Legal domicile is our registered place of business.
- 9.8 The contract shall be governed by German law with the exclusion of the conflict of law provisions and of the United Nations Conventions and other contracts for the sale of goods.