

## General Terms and Conditions of Purchase of VetterTec GmbH, Germany

### I. Scope of application

1. The following conditions of the Buyer shall apply to all contracts concluded between the Buyer and the Seller concerning the delivery of goods. In this instance, the buyer within these GTC is VetterTec GmbH, Leipziger Strasse 104-108, D-34123 Kassel, Germany. The following conditions also apply to all future business relationships, even if they are not expressly agreed to again. Deviating conditions on the part of the Seller that are not expressly acknowledged by the Buyer, are non-binding for the Buyer, even if he does not expressly contradict them. The conditions of the Buyer shall also apply if the Buyer accepts the Seller's delivery without reservation and knows the Seller's conditions, which are contrary to or deviate from his conditions. Acceptance and execution of our order shall be deemed acceptance of our Terms and Conditions of Purchase.
2. All agreements made between the Buyer and the Seller in connection with the purchase contracts are laid down in writing in the purchase contracts, these conditions and the offers of the Buyer.

### II. Offer, conclusion of contract and order

1. The Buyer is bound to his offer for the conclusion of a sales contract (order) for two weeks. The Seller can only accept the offer within these two weeks by written declaration toward the Buyer.
2. Any order must be confirmed in writing (including fax and e-mail) in order to be effective. An order shall only be deemed to have been placed if it is immediately confirmed in writing by the Seller, in accordance with the Buyer's purchasing conditions. When an order confirmation deviates from the Buyer's order, it will require special approval by the Buyer.
3. All written correspondence between the Seller and the Buyer shall mention the order number provided by the Buyer.
4. Calculations, drawings, plans, samples, models and other documents that also belong to the offer, remain the property of the Buyer, who reserves all copyrights to these documents. The Seller may not pass these documents on to third parties without the Buyer's written consent. When the Seller does not accept the offers of the Buyer within the deadline period according to No. II.1, these documents are to be returned to the Buyer without delay.

### III. Prices - Terms of payment

1. The price stated in the order by the Buyer is binding and applies free to the door, unless otherwise agreed between the parties in writing. In the case of an expressly agreed delivery in which costs are not included, the Seller must select the most cost-effective mode of transport. Packaging costs are included in the price. The statutory value-added tax must be added to the price. All the Seller's invoices must contain the order number indicated by the Buyer. If, in urgent and exceptional cases, a price cannot be quoted by the Buyer, the Seller will state the price in the order confirmation. This order confirmation is a new offer by the Seller. In this case, the Buyer has the right to withdraw from the order or to reject the new offer.
2. Unless otherwise agreed to in writing with the Seller, as a general principle, calculated from delivery of the goods by the Seller and receipt of invoice, the Buyer pays with a 2 % discount when payment is made within fourteen working days, then without deduction, when payment is made within 30 days.
3. When, on the other hand, the delivery exclusively refers to components for the construction of a machine, the following applies exclusively: Unless otherwise agreed in writing with the Seller, the Buyer shall pay 90 % of the purchase price within fourteen working days with a 2 % discount, calculated from delivery of the goods by the Seller and receipt of invoice, or within 30 days without deduction. The remaining purchase price in the amount of 10 % of the purchase price shall become due upon acceptance by the end customer, unless otherwise agreed in writing with the Seller. Within the means of these conditions, reference is made to components for machine construction when they constitute parts for the construction of a machine, which in turn consist of different parts, that have already been assembled by the Seller prior to delivery and display their own technical feature.
4. The Buyer is entitled to the statutory rights of set-off and retention in the full scope. He is entitled to assign all claims arising from the purchase contract without the consent of the Seller. Without the prior written consent of the Buyer, the Seller is not entitled to assign claims from the contractual relationship to third parties.

#### **IV. Delivery period / transfer of risk / dispatch**

1. The delivery period or delivery date stated by the Buyer in the order shall be binding for the Seller. Unless otherwise agreed to in writing, the delivery period shall be deemed to have been met upon receipt of the goods by the Buyer.
2. When the Seller is in default of delivery, the Buyer is entitled to the statutory claims. When the Buyer asserts claims for damages, the Seller is entitled to prove that he is not responsible for the breach of duty.
3. The Seller is liable for the consequences arising from incorrect consignment note declarations. The dispatch note must be submitted immediately upon shipment of the consignment. When the shipping documents do not contain the necessary notes for identifying the means of transport, in particular the wagon or wagons, all resulting costs shall be borne by the Seller. The risk only passes to the Buyer after acceptance by the Buyer. The Buyer is not liable for damages caused by unloading aids provided by him.

#### **V. Warranty / Liability**

1. The Buyer is obliged to inspect the subject matter of the contract for deviations in quality and quantity within a reasonable period following delivery by the Seller and shall submit a complaint notifying the Seller of any defects. Notification of obvious defects shall be deemed having been provided in a timely manner when it is received by the Seller within five working days of delivery of the goods; notification of hidden defects shall be deemed having been provided in a timely manner when it is received by the Seller within five working days of their discovery.
2. The Buyer is entitled to the legal warranty claims against the Seller. The Seller is liable to the Buyer within the legally-defined scope. In case of imminent danger or in case of high urgency, the Buyer is entitled to remedy the defects himself at the Seller's expense or to arrange for replacement delivery by a third party at the Seller's expense.
3. The statute of limitations for warranty claims is three years as of delivery.

#### **VI. Seller's liability / Insurance cover**

1. When claims for damages are asserted against the Buyer by third parties due to a product defect for which the Seller is responsible, the Seller shall, upon first request, indemnify the Buyer against all claims of third parties, including the necessary costs of defending these claims, when the Seller has established the reason in its territory and organisational sector.
2. The Seller is obliged to take out product liability insurance with a price appropriate to the subject matter and to maintain it. Further legal claims of the Buyer remain unaffected by this.
3. If claims are made against the Buyer by a third party because the Seller's delivery infringes a statutory property right of the third party, the Seller undertakes to indemnify the Buyer against the claims upon first demand, including all necessary expenses incurred by the Buyer in connection with the claim by the third party and its defence. The Buyer is not entitled to acknowledge the claims of the third party and/or to make agreements with the third party regarding these claims without the written consent of the Seller. The statute of limitations for these indemnification claims shall be three years, calculated from the time the Buyer becomes aware of the claim by the third party.
4. In all other respects the Buyer retains his statutory rights of defects, in particular when the defects are not the responsibility of the Buyer.

#### **VII. Retention of title**

1. All parts (reserved goods) and tools provided by the Buyer remain the property of the Buyer. When the Seller carries out processing or alterations, this shall be done for the Buyer. When the reserved goods of the Buyer are processed with goods not owned by him, he shall acquire co-ownership of the newly created object in proportion to the value of the reserved goods delivered by him to the other processed goods at the time of processing. The same applies if an item provided by the Buyer is inseparably mixed with other items not belonging to him. If the object of the Seller is to be regarded as the main object after the mixing, the Seller undertakes to transfer the proportional co-ownership to the Buyer. In any case, the Seller shall keep the sole ownership and/or co-ownership of the Buyer on his behalf.

2. Tools provided by the Buyer may only be used by the Seller for the goods ordered by the Buyer and must be insured by the Seller against fire, water and theft damage at its own expense. The Seller already now assigns the claims from these insurances to the Buyer, who hereby accepts this assignment with this agreement. Maintenance and repair work on these tools must be carried out by the Seller at his own expense and in good time, in accordance with the respective instructions for use.
3. Outside of this contract, all tools, parts and documents received from the Buyer may only be used and/or passed on to third parties or made accessible to third parties with the written consent of the Buyer. After performance of the respective contract, the Seller must return it to the Buyer at his own expense and immediately.

#### **VIII. Place of Jurisdiction / Place of Performance / Final Provisions**

1. Unless otherwise agreed in writing with the Seller, place of performance is the registered office of the Buyer, insofar as the Seller is a merchant within the meaning of the German Commercial Code (HGB).
2. The exclusive place of jurisdiction for deliveries and payments (including suing on cheques) as well as all disputes arising between the parties from the contracts concluded between them is the registered office of the Buyer, provided that the Seller is a merchant within the meaning of the German Commercial Code (HGB).
3. The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany.
4. Should any provision of these General Terms and Conditions be or become invalid or impracticable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase.