

General terms and conditions of purchase
Status: 30.11.2020

Definitions

buyer or us	=	Hartmann JCE GmbH
supplier(s)	=	suppliers and contractors of Hartmann JCE GmbH
GTCP	=	general terms and conditions of purchase

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1. In general

- 1.1 The general terms and conditions of purchase (“GTCP“) apply to all, in the case of ongoing business relationships also for all future, transactions with suppliers and contractors (“supplier(s)“) that involve orders from Hartmann JCE GmbH (“buyer“ or we), unless something else specified in the GTCP is agreed. They are accessible at any time at: www.hartmann-jce.de
- 1.2 Our GTCP apply exclusively to entrepreneurs (§ 14 BGB), legal entities under public law or special funds under public law.
- 1.3 The supplier provides all services on the basis of these GTCP as well as any separate individual agreements. Individual agreements between the buyer and the supplier (including side agreements, additions and changes) must be made in writing and take precedence over these GTCP. General delivery conditions of the supplier, regardless of their specific designation, only become part of the contract if we have expressly agreed to their specific inclusion in writing.
- 1.4 The GTCP in the version valid at the time of our order apply as a framework agreement also for future contracts of the same type, without us having to refer to them again in each individual case.

2. Order, goods

- 2.1 A contract between us and the supplier is usually concluded as follows: After our previous request, the supplier sends us a corresponding offer. Each offer from the supplier must be submitted in duplicate, stating our request number. The offer must adhere exactly to the request concerning the quantity and quality of the requested goods and expressly point out any deviations from the same.
The specified deadline for submitting offers must be met punctually. The contract is only concluded if the offer of the supplier is accepted through receipt of our order by the supplier. The supplier will immediately confirm receipt of the order.
Alternatively, we can conclude contracts with suppliers without prior request from us and without an offer from the supplier (e.g. catalogue orders). Our orders are made in writing by e-mail and are valid without a signature. We are bound to our order for five (5) working days from receipt. The acceptance of our order by the supplier takes place by written confirmation within this period or unconditional delivery. A late acceptance is considered a new offer and requires acceptance by us.
- 2.2 The supplier must inform us immediately of any contradictory, incorrect or missing information regarding the goods in the order and wait for a written clarification from us before sending an order confirmation.
- 2.3 At our request, the supplier has to make changes to the goods in composition and design within reasonable limits. Effects, in particular with regard to additional and reduced costs as well as the delivery dates, are to be regulated appropriately by mutual agreement.
- 2.4 Without our prior consent, the supplier does not make any changes, e.g. in the composition, the type of dispatch or the packaging of the goods.

3. Packaging, shipping, delivery, subcontracting

- 3.1 The deliveries are subject to Incoterms (2020), namely DPU (within the EU) or DDP (outside the EU) to the place of delivery specified in the order, including packaging and unloading at the expense and risk of the supplier. If no delivery location is specified in the order, the place of performance is the place of use of the goods (e.g. installation or storage location).
Any necessary acceptance of the goods is not deemed to have already taken place when the delivered goods are used.
- 3.2 The supplier packs and sends the goods properly and appropriately in accordance with the order, our instructions and the applicable European and German regulations. The packaging must be carried out with the greatest care in such a way that damage to the goods is excluded. The dispatch must be notified to us on the dispatch day by sending the dispatch note. The dispatch note must contain the gross and net weights of the goods.
- 3.3 Agreed deadlines are binding and are adhered to if deliveries have been received at the delivery location specified by us within our usual business hours [8:00 a.m. to 4:00 p.m.]. The supplier must immediately notify any recognizable delivery delays in writing, stating the reasons and the expected duration.
If we agree to an extension of the deadline in writing, the new agreed delivery dates and deadlines replace the originally agreed ones. The new dates and deadlines are fixed dates without a grace period.
- 3.4 Early or partial deliveries are only permitted with our prior written consent and must be marked as such in the shipping documents. In the case of partial deliveries, the supplier must inform us immediately in writing whether and when the missing quantities should be delivered.

- 3.5 If the agreed deadlines are not met, we are entitled to demand liquidated damages of at least zero point one percent (0.1%) of the net value of the delayed delivery or service per completed day, but not more than five percent in total (5%). We are entitled to assert this until the final payment. Further rights due to the delay remain unaffected. The supplier is at liberty to prove that less damage has actually occurred.
- 3.6 All documentation required for the execution of the order (in particular declarations of conformity, test and quality certificates, invoices) must be supplied free of charge in German.
- 3.7 In order to carry out our orders, subcontracts may only be given to third parties with our prior written consent. In this case the supplier remains responsible for the required product quality.

4. Prices, payments, assignments, offsetting, retention

- 4.1 The prices agreed in euros at the time the contract was concluded apply. The agreed prices are fixed prices and include all additional costs including any value added tax in the applicable statutory amount. No maturity interest is owed.
- 4.2 After each delivery has been made, the invoice must be sent to our "accounting department" at our place of business, Fischweg 17 in 06217 Merseburg, Germany. Invoices must only be submitted in digital form (ZUGFeRD format, XRechnung) by e-mail (invoices@hartmann-jce.de). In particular, invoices must contain the tax or value added tax identification number, date of issue, quantity and type of goods, date of delivery, order number and delivery note number as well as the price and must match the order designation.
- 4.3 Payments will be made within thirty (30) days after receipt of the contractual delivery and receipt of the proper invoice. If invoices do not meet the requirements of section 4.2, we can reject them. The date of receipt of the new contractual invoice is then decisive for the start of the preceding payment periods. In the event of an early delivery, the agreed delivery date shall take the place of delivery. Our payments are made cashless. If payment is made within fourteen (14) days of receipt of the invoice, we are entitled to deduct a three percent (3%) discount.
- 4.4 Our claims for defective delivery or service according to points 8 and 9 exist regardless of any payments. If we discover any defects in the delivery for which the supplier has to guarantee, we are entitled to withhold a corresponding part of the price until our complaints have been resolved.
- 4.5 The supplier may not assign claims from transactions relating to our deliveries and services without our prior written consent. We must be informed immediately of any legal transfer of claims or contracts.
- 4.6 We are entitled to offset and exercise rights of retention. The right to offset also includes claims that we are entitled to against group companies of the supplier.
- 4.7 The supplier is only entitled to offset with undisputed claims or claims recognised by declaratory judgement. He is only entitled to a right of retention if the claim is undisputed, ready for a decision or legally established and based on the same contractual relationship.

5. Property

The ownership of the ordered goods is transferred to us upon receipt at the place of delivery, at the latest upon payment of the purchase price. We are also entitled for resale, processing and dispose in any other way within the scope of normal business transactions before payment. The delivery under prolonged or extended reservation of proprietary rights is excluded.

6. Quality assurance, foreign trade, social and ethical standards

- 6.1 For its deliveries, the supplier is responsible for complying with the current state of the art and the agreed technical data and specifications, irrespective of other obligations.
- 6.2 The supplier maintains a quality management system in accordance with the requirements of EN ISO 9001.
- 6.3 The supplier must comply at his own expense with all applicable national, European and international legal provisions in connection with the delivery, in particular with regard to environmental protection, health and occupational safety (including any minimum wage legislation), product safety, anti-corruption, anti-terrorism and data protection in the current version. In particular, the supplier has to comply with national and European legal regulations for the use of hazardous substances, the specifications of the European directive 765/2008/EG and its national implementation provisions, the specifications of the DIN EN 60204-1 VDE 0113-1:2019-06 and EN 600079 in the currently valid version as well as the requirements of the European REACH regulation 2006/1907/EG ("REACH") in the currently valid version. The supplier has to guarantee the marketability of the goods under REACH.

- 6.4 At the latest with the confirmation in accordance with section 2.2, the supplier will notify the buyer of the registration number according to REACH. If there is no such number, the supplier shall explain the reason in writing. If the REACH registration number is not received by us in time, it applies that the substances are manufactured or imported in quantities of less than one (1) ton per year by the supplier or are exempt from the registration requirement for other reasons; we will point this out to the supplier in the order.
- 6.5 The supplier must provide us with all necessary data and inform us in writing about any obligations for authorisation in order to be able to meet all national, European and international foreign trade and customs law requirements. By accepting our order at the latest, he confirms our quality requirements as made available to him in specific documents. Before manufacturing and delivery, the supplier must check the compliance of the goods with the quality specifications. The supplier ensures that compliance with quality requirements is maintained, even if technical details have been agreed with us; he will inform us immediately in writing about possible violations of the legal or contractual product requirements.
- 6.6 The supplier provides the buyer with all necessary data and informs him in writing of any authorisation requirement in order to be able to meet all national, European, US and international requirements.
- 6.7 The supplier ensures that the deliveries and services along the supply chain are procured or manufactured in accordance with internationally accepted social and ethical standards.
- 6.8 The supplier confirms that no children are employed in the production, packaging and shipping of the goods ordered and that all applicable regulations for the protection of young workers and the prohibition of child labour are observed (in particular Convention No. 138 of the International Labour Organization ILO and the directive 94 / 33 / EG). The supplier must provide the necessary evidence of compliance with the regulations at any time during the cooperation. As proof of compliance, we accept a code of conduct issued and confirmed by the supplier.
- 6.9 The supplier grants us the right to check compliance with the requirements specified in this section after prior notice and during normal business hours by our own employees and / or a third party commissioned for this purpose. If it is necessary to protect business secrets and is therefore required by the supplier, this check is carried out by third parties who are obliged to maintain confidentiality and are not allowed to disclose information about business secrets. The supplier bears the costs for audits and / or certificates according to this article.

7. Claims in the event of defects

- 7.1 The supplier guarantees that the deliveries meet the agreed specifications, are free of material defects and third-party rights and are suitable for the stated purpose and in accordance with the relevant provisions, regulations and standards, the general rules of technology, the requirements of the professional associations and the other national and international legal provisions.
- 7.2 The warranty period is twenty-four (24) months. It begins with the acceptance of the delivery or service. Insofar as the supplier rectifies or re-delivers individual deliveries or services in accordance with section 8.4, a warranty period of twenty-four (24) months from the time of successful rectification or new delivery applies to the correspondingly rectified or newly delivered service. In the event of a notification of defects in accordance with Section 8.3, the warranty period is extended by the period between the receipt of the notification of defects and the successful removal of the defect.
- 7.3 The acceptance of a delivery is subject to an inspection for absence of defects. We will check the delivered goods immediately and with the necessary care using our in-house customary test method. Weights, dimensions and quantities are based on the results of our receiving inspection.
- 7.4 We will notify the supplier of visible defects within fourteen (14) working days of receipt of the goods, and hidden defects within fourteen (14) working days of their discovery. A notification of defects that is sent within ten (10) working days after the defect becomes known is in any case deemed to be immediate.
- 7.5 In the event of material defects or defects of title, the supplier must, at our option, either remedy the defect or deliver goods free of defects (supplementary performance).
- 7.6 The supplier bears all costs for the return, repair and / or replacement of faulty or damaged goods. Our rights to terminate the contract, to reduce the price or to claim damages remain unaffected.
- 7.7 If the supplementary performance finally fails within the deadline set by us, we can demand an appropriate reduction in the agreed price or withdraw from the contract. Claims for damages or compensation claims due to futile expenses, in particular transport, travel, labour, material, processing and machine costs, remain unaffected.
- 7.8 In the event of imminent danger, for example to avoid our own delay or other damage, we can carry out the rectification ourselves or have it carried out by third parties at the supplier's expense or obtain the goods from third parties.

8. Liability for damage and expenses

- 8.1 Regardless of the legal reason, the supplier is unrestricted liable to us for compensation and reimbursement of expenses to the extent permitted by law.
- 8.2 This also applies to prevent damages, such as measures by our customer service and in the event of a recall of our products.
- 8.3 Upon first request and at his own expense, the supplier shall indemnify us against all claims by our customers and third parties, insofar as they can be traced back to a faulty delivery or service, or that our customers or third parties have against us because of the violation of their rights by goods delivered or services provided by the supplier.
- 8.4 Claims for compensation and reimbursement of expenses expire thirty-six (36) months from the start of the statutory limitation period unless the law provides for longer periods.

9. Insurance

- 9.1 For all deliveries, the supplier must maintain an appropriate business liability insurance until the expiry of the respective limitation period, which includes our business and technical information that we provide to him. At our request, a current confirmation from the insurer must be presented to us immediately.
- 9.2 A liability of the supplier according to points 7 and 8 is not limited by the scope of the business liability insurance.

10. Applicable law, place of fulfilment, place of jurisdiction, contract language, severability clause

- 10.1 German law applies exclusively, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.2 The place of fulfilment is the place of use of the goods (e.g. installation or storage location) unless we specify a different delivery location in an order.
- 10.3 The exclusive place of jurisdiction for all claims from or in connection with the contract is Merseburg or the courts responsible for Merseburg. However, the buyer is entitled to sue the supplier at any other legal place of jurisdiction.
- 10.4 The contractual language is German.
- 10.5 Should the provisions of these GTCP be wholly or partially invalid or impracticable or lose their effectiveness or feasibility later, this shall not affect the validity of the remaining provisions. The same applies if the provisions of these GTCP contain a legal loophole.