

Terms and Conditions of Purchase of JENZ GmbH

These Terms and Conditions of Purchase apply exclusively with respect to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB (Bürgerliches Gesetzbuch [German Civil Code]). The following apply to our orders unless otherwise agreed in writing. They therefore apply to all future commercial transactions, even if they are not expressly agreed again. Deviating conditions of the supplier only bind us if they are expressly recognised by us. This also applies if deviating conditions are attached to or mentioned in the offer or the order confirmation of the supplier.

1. Orders and contracts

(1) Only orders placed in writing are legally binding for us. We remain bound to our order for one week from the date of the order. Receipt of the supplier's written order confirmation by us is decisive for timely acceptance. Oral or telephone agreements require our written confirmation. All order confirmations, delivery papers and invoices must include our order and order numbers, article numbers, delivery quantity and delivery address.

(2) All drawings, calculations and models provided for the execution of the orders remain our property; we reserve all copyrights to these documents. They may not be made accessible to third parties, used or reproduced by the supplier directly or by third parties. If the supplier does not accept our order, the documents must be returned to us immediately.

(3) The supplier must check drawings, tenders and instructions provided to it and carry out the work in accordance with the applicable technical and legal regulations, in particular the applicable DIN/EN standards and engineering practice. The supplier cannot refer to an inadequate tender or incorrect instruction unless it has raised concerns in writing and nevertheless been instructed to do so by us in writing.

2. Prices

The agreed prices are binding and apply as delivered duty paid (DDP according to INCOTERMS 2010) to the delivery address as specified in the order with unloading and including tolls, shipping costs and packaging and insurance costs, unless other agreements have been made. Price increases are only effective if they have been made with our prior written consent.

3. Delivery

(1) Delivery is made after prior notification to us by the supplier, delivered duty paid (DDP according to Incoterms 2010) to the delivery address as specified in the order, unless otherwise agreed. The delivery item must be packaged appropriately; on our request the supplier must take back the packaging at its own expense.

(2) The agreed delivery deadline or the specified delivery date are binding on the supplier and must be adhered to. Otherwise, in the case of imminent danger or in the case of great urgency, without setting an extension period, without prejudice to our other legal claims, we reserve the right to demand compensation instead of performance due to non-performance or performance not rendered as owed, or to withdraw from the contract. If there is a delay in delivery due to force majeure, the legal consequences of the delivery contract remain ineffective if we are informed immediately. For the same reasons, however, we also have the right to postpone the acceptance deadlines without the supplier being entitled to compensation or being able to withdraw from the contract if the urgency of other obligations so requires. If the delivery dates are not met or the deliveries do not meet our satisfaction in terms of quality and design, we are entitled to withdraw from any orders that have already been placed without replacement.

(3) In addition, if the delivery or completion dates are exceeded, we are entitled to impose a contractual penalty for each working day of 0.3%, up to a maximum of 5% of the respective order value and to be deducted from the supplier's invoice, whereby the supplier reserves the right to provide evidence of lower losses. Irrespective of this contractual penalty, we are entitled to assert claims for damages due to culpable delay in delivery. The contractual penalty is to be offset against the default damage to be compensated by the supplier.

4. Invoicing and payment

(1) The invoice must be submitted separately immediately after delivery; for monthly deliveries the invoice must be issued by the 5th of the following month at the latest. Invoices are paid in accordance with the agreements unless otherwise agreed, within 14 working days calculated from the delivery of the goods and receipt of the invoice with a 3% discount or within 30 days. The receipt of our transfer order by our bank is sufficient for the timeliness of the payments owed by us. In the event of a delay in payment, we owe default interest of five percentage points above the base rate according Section 247 BGB.

(2) We are fully entitled to the statutory rights of set-off and retention. We are entitled to assign all claims from the order without the consent of the supplier. The assignment of the supplier's claims against us is excluded.

(3) Invoices will not become due if they do not meet these conditions. A value date is set for the value. We agree on the same right for notices of defects and non-agreed partial deliveries.

(4) In order to secure any warranty claims, 5% of every invoice amount will be retained for the duration of the warranty period. If the security has not been used, the supplier can demand payment on condition that it provided that he provides an absolute, unlimited guarantee from a credit institution or credit insurer approved for this purpose in the European Union without a deposit clause - in accordance with our template - in the amount of the security owed. Any investment and interest obligation is waived.

5. Guarantee/liability for material defects

(1) The supplier grants a two-year guarantee on the ordered item after delivery with regard to all defects in material and workmanship. This guarantee does not limit the statutory rights, in particular claims for material defects and possible claims arising from product liability against the manufacturer. Irrespective of this, the supplier guarantees the use of the best, appropriate material, correct, appropriate and masterly execution, appropriate construction, faultless assembly, for power requirements, performance, efficiency etc. in such a way that it will remedy all damage arising during the guarantee period due to the lack of these properties immediately at its own expense free to the place of use or, in urgent cases, have them remedied by third parties.

(2) Immediately after receipt of products, we will check whether they correspond to the quantity and type ordered and whether there is any externally visible transport damage or externally visible defects. We have no obligation to conduct any closer examination. A notification of defects is deemed to have been made in good time if it is submitted without culpable delay after the delivery item has been put into use.

(3) We are entitled to the statutory claims for material defects against the supplier without restriction and the supplier is liable to us to the statutory extent. In deviation from this, however, the warranty period is 36 months. In case of imminent danger and in case of great urgency, we are entitled to remedy the defects ourselves immediately at the expense of the supplier. The supplier assumes the statutory liability for material defects from the time of commissioning for defects that were not recognisable at the time of commissioning. In the case of hidden defects, we are also entitled to demand compensation for wages wasted, materials, recourse costs of third parties and other costs.

(4) If material was provided by us, the supplier is obliged to check the material provided for its suitability.

(5) Our acceptance or approval of submitted samples does not constitute any waiver of warranty claims.

(6) Upon receipt of our written notification of defects by the supplier, the limitation of warranty claims is suspended until the supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts begins anew, unless the conduct of the supplier caused us to assume that the supplier did not feel obliged to take such action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

6. Transfer of ownership

The transfer of ownership of ordered goods to us takes place upon invoicing, at the latest upon handover, in any case after payment has been made, as already agreed. The agreement reached hereby that the supplier will store the ordered goods for us free of charge replaces the handover. The supplier must separate them from the remaining stocks, nevertheless bear the risk of fire, theft and other loss as well as any damage and depreciation and insure the goods until the time of transfer of risk. The supplier declares that it is the sole owner of the delivered goods and is entitled to transfer the ownership of these goods to us free of third party rights.

7. Confidentiality and intellectual property rights

(1) The supplier is obliged to keep the terms and conditions of the order and all information and documents provided for this purpose (with the exception of publicly available information) confidential for a period of five years after conclusion of the contract and to use them only for the execution of the order. The supplier will return them to us immediately upon request after dealing with enquiries or after processing orders. Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us. The supplier will oblige its sub-suppliers to act accordingly.

(2) The supplier grants us an exclusive right of supply for parts specially manufactured and delivered according to our specifications. In the event of infringements of this right, we are entitled to demand 5% of the respective order value as a contractual penalty, whereby the supplier reserves the right to provide evidence of lower damage. Irrespective of this contractual penalty, we are entitled to claim damages. The contractual penalty will be offset against the damage to be compensated by the supplier due to a breach of duty in accordance with this paragraph 2. The supplier is liable for ensuring that the supplied items or their use do not infringe any third-party property rights.

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8. Spare parts

The supplier is obliged to keep spare parts for the products supplied to us for a period of at least 10 years after delivery. If the supplier intends to discontinue the production of spare parts for the products supplied to us after 10 years, it will inform us immediately after the decision to discontinue has been made. This decision - subject to sentence 1 - must be at least six months before production is discontinued.

9. Closing Provisions

- (1) All side agreements, amendments and supplements to the contract are only valid in written form.
- (2) For all rights and obligations arising from this contract, the place of performance for both parties is the destination specified in our order.
- (3) The exclusive place of jurisdiction for both parties is 32469 Petershagen. However, we shall also be entitled to bring an action against the supplier at its general place of jurisdiction.
- (4) German law excluding the United Nations Convention on the International Sale of Goods (CISG) applies exclusively to all contracts between the parties.
- (5) In the event of deviations between the German and a translated version of these terms and conditions, the German version shall always take priority.
- (6) Where written form is required in these provisions for messages or declarations, the requirement of written form is also satisfied by fax or email.
- (7) If any of the individual provisions of these terms and conditions are or become invalid or void, the validity of the remaining provisions shall be unaffected. Together with the supplier in good faith, within reason we shall replace any invalid provisions with provisions that come as close as possible to the economic purpose of the contract without thereby materially modifying the content of the contract. The same shall apply in the event that there is no express provision for circumstances requiring a provision between the parties.

All information as of: September 2020