



1. Exclusive validity and acceptance of our Terms and Conditions of Purchase; definitions

1.1 We, hereinafter also referred to as the Customer, place orders exclusively on the basis of our Terms and Conditions of Purchase of J. D. Theile GmbH & Co. KG.

The Supplier's terms and conditions shall not apply, even if we do not separately object to them.

This also applies if we accept the delivery from the supplier unreservedly in full knowledge of conflicting conditions or those that deviate from these purchasing conditions, drawn up by the Supplier.

1.2 Legally relevant declarations and notifications relating to the supply contract shall always be submitted in writing. Writing for the purposes of these General Terms and Conditions of Purchase includes written and text form (e.g. letter, email, fax). Statutory formal requirements for further forms of evidence, particularly in case of doubt regarding the legitimation of the declaring party, remain unaffected.

1.3 Purchase orders, agreements and alterations are only binding if they are awarded or confirmed by us in writing. Agreements made verbally or by phone require subsequent written confirmation in order to be legally valid.

1.4 For materials (substances, preparations) and objects (e.g. goods, parts, technical equipment, uncleaned empty containers), which could pose a risk to the life and health of persons, to the environment and to material assets due to their nature, characteristics or condition, and which therefore have to undergo a special treatment in terms of packaging, transport, storage, handling and waste disposal due to regulations, you shall submit a fully completed safety data sheet in accordance with Section 14 of the Hazardous Substances Ordinance and an applicable accident leaflet (transport) to us with the quotation.

In case of changes to the materials or the legal situation, you shall submit updated data sheets and leaflets to us.

1.5 In the event of insolvency proceedings against the contractual partner or in case of a change to its ownership structure, the Customer is entitled, irrespective of procedural consequences, to partially or fully withdraw from the contract.

The contractual partner is obliged to immediately advise the Customer of such circumstances.

1.6 If individual provisions of these Terms and Conditions of Purchase are or become ineffective, then this shall have no effect on the validity of the remaining provisions.

2. Confidentiality/property

2.1 The Supplier may not fully nor partially transfer concluded supply and service contracts as well as the Customer's counter-claim to third parties, unless the Customer has consented to such a transfer in writing beforehand.

2.2 The contractual parties undertake to treat all non-public commercial, product-specific and technical details, with which they become familiar through the business relationships, as trade secrets.

2.3 Drawings, tools, moulds, devices, models, templates, samples and similar objects, which are provided by the Customer, are and shall remain the property of the Customer. They must not be left with unauthorised third parties or otherwise made accessible without our express consent. If the aforementioned objects are produced for the Customer, these become the property of the Customer as soon as they are created or manufactured.

The Supplier must surrender these objects to us without being asked if they are no longer required by it in the ordinary course of business.

2.4 Subcontractors are to be committed to do the same.

3. Prices, Terms and Conditions of Payment

3.1 The price shown in the purchase order is binding, excluding statutory value added tax. Unless otherwise agreed in writing, the prices include delivery "carriage paid" to the delivery address specified in the purchase order including packaging.

3.2 Invoices shall be sent to the Customer separately in the correct form with all the associated paperwork and details following delivery/performance.

3.3 The payment is made subject to proper contractual performance and correct price and calculation. In case of defective delivery, the Customer is entitled to hold back payment to an appropriate extent until proper performance is made.

3.4 All payments shall be made using customary payment methods as selected by the Customer.

3.5 Unless otherwise agreed, payments shall be made within 14 days of the invoice date with a deduction of 3% cash discount or within 30 days of the invoice date without deductions.

3.6 For settling work paid at hourly rates, under the conditions agreed with the Suppliers/Service providers, the following requirements apply:

- The skills of the Supplier's / Service provider's employees being settled must correspond to the requirements of the actual task.
- The evidence for work paid at hourly rates shall be presented separately and submitted to the Customer's representative for confirmation without delay, i.e. at the start of the week following completion.

4. Delivery, delay, force majeure, transfer of risk

- 4.1 Each delivery must have a delivery note attached, in which the delivery is broken down exactly by type, quantity and weight. Delivery notes, bills of lading, invoices and all correspondence must include the Customer's purchase order number and object description, if applicable. Unless otherwise agreed in writing, the delivery must be made "carriage paid" to the Customer's premises, including packaging. Packaging is only returned if this has been expressly agreed. If packaging is returned, the Supplier shall bear the transport costs.
- 4.2 Excess or short deliveries as well as partial deliveries are only permitted according to agreements previously made with the Customer.
- 4.3 The dates agreed are binding. The receipt of goods at the delivery address specified by the Customer is decisive in keeping to the delivery date or delivery period. Completion or handing over by the Supplier in a manner suitable for acceptance is decisive for the timely provision of the performance, including handing over the entire documentation as required by statute and as contractually agreed in German, e.g. approvals, test certificates, certificates of conformity, operating and maintenance instructions, spare parts lists and user manuals.
- 4.4 The Supplier is obliged to inform the Customer in writing if circumstances occur or become identifiable to it, which mean that the agreed delivery time cannot be met.
Notifying a foreseeable delay by no means changes the agreed deadline.
- 4.5 In case of a delay in delivery, the Customer is entitled to the statutory claims. In particular, it is entitled to demand compensation due to non-performance once a reasonable subsequent period has elapsed without remedy, or to procure a replacement from a third party or withdraw from the contract.
- 4.6 Cases of force majeure and other unforeseeable, unavoidable and serious events, for which the Customer is not responsible, and which make fulfilling the acceptance obligation considerably more difficult or impossible, such as all kinds of operational disruptions, strikes, lawful lockout, release the Customer from its obligations under the contract; obstacles of a temporary nature, however, only for the duration of the obstruction.
- 4.7 Even if despatch has been agreed, the risk is only transferred to us once the goods are handed over at their destination.

5. Quality

- 5.1 The Supplier guarantees that all deliveries/services correspond to the latest state of the art, the relevant legal provisions and the regulations and guidelines issued by authorities, trade and professional associations. The use of appropriate materials, professional design or construction and workmanship, perfect working order, and achievement of the agreed performances under the agreed conditions shall be warranted by the Supplier. Changes to the delivery item require our prior, express written consent.

6. Warranted characteristics

- 6.1 Characteristics are deemed to be warranted if they are expressly designated by the Supplier as existing on request by the Customer.
- 6.2 Details or values contained in the works test certificate are definitely deemed to be a warranted characteristic, and do so for the entire batch to which the works test certificate relates.

7. Notification of defects / warranty

- 7.1 In case of purchase contracts and contracts for work and materials, clear defects in deliveries shall be immediately notified by the Customer in writing, as soon as they are identified in the normal course of business.
The notification is certainly deemed to be immediate if it is made within 2 weeks after receipt of the delivery at the Customer's premises. Defects not identified until later shall be notified to the Supplier within 2 weeks of becoming aware of them.
- 7.2 Defects to deliveries/services notified during the warranty period or the absence of warranted characteristics must be remedied by the Supplier on demand without delay and at no extra cost, including all ancillary costs, at our discretion by repairing them or providing a replacement delivery.
If a repair / replacement delivery is not possible or unsuccessful, or if this is delayed or refused after a reasonable extension period, then the Customer is entitled its statutory rights to cancellation of the contract or a reduction in price.
- 7.3 Claims for damages are expressly retained. This also applies to claims for damages due to non-performance.
- 7.4 In urgent cases, after agreement, the Customer can carry out the repair itself at the Supplier's expense and risk, or have it done by a third party. Minor defects can be remedied by the Customer itself without prior consultation, without this affecting the warranty obligation.
- 7.5 The warranty period is 2 years, commencing with the handover of the delivery item to or acceptance by the Customer, unless a longer warranty period is determined by law or is contractually agreed.
The warranty period for spare parts is 2 years after installation/commissioning, unless a longer warranty period is determined by law or is contractually agreed. Furthermore, the Supplier warrants being able to supply spare parts for the delivery item for a period of at least 10 years from handover or acceptance of the delivery item by us.
- 7.6 From the day the notification of defects is received, the limitation period shall be suspended until the Supplier has declared the defect to have been remedied or refuses to remedy it.
- 7.7 For repaired or replaced parts, the warranty period begins on the day of the repair or delivery of the repaired parts or the replacement delivery.



8. Liability/insurance

- 8.1 If the delivery/service includes defects, if there is a breach of contractual due diligence, duty of care, obligation to inform or other contractual secondary obligations or if contractually agreed deadlines are not met, the Supplier is obliged to compensate for the damage resulting directly or indirectly to the Customer from this.
- 8.2 The Supplier undertakes to indemnify us at first written request from third party claims due to breaches of obligation on its part.
- 8.3 If a claim is made against J. D. Theile GmbH & Co. KG because of a breach of official safety regulations or based on domestic or foreign product liability regulations or laws, due to a defectiveness in our product, which is attributable to the Supplier's goods, then we are entitled to demand compensation from the Supplier for this damage to the extent that it is caused by the products supplied by him. The damage also covers the costs of a precautionary recall.
- 8.4 The Supplier / Service provider must have liability insurance cover to a sufficient level.
It shall insure itself to an appropriate level against all risks arising from product liability including the risk of recall.
On request, the Supplier / Service provider shall present corresponding proof of insurance.

9. Property rights

- 9.1 The Supplier guarantees that all deliveries/services are free from third party property rights and in particular that the delivery or use of the delivery items does not infringe patents, licences or other property rights or third party patents pending at the time of acceptance.
- 9.2 The Supplier shall indemnify the Customer and its customers from third party claims arising from any property rights infringements caused by the delivered items and shall also bear all costs incurred in this regard at first request.
- 9.3 The Customer is entitled, at the Supplier's expense, to obtain permission to use the delivery items and services in question from the authorised party.

10. Performance of work

- 10.1 At the Customer's premises, the Supplier / Service provider must monitor its personnel and comply with and pay attention to particular legal, official and operational regulations issued for such premises.
Compliance and monitoring are part of the Supplier's or Service provider's due diligence.
- 10.2 In the Customer's operations, only personnel who correctly understand instructions given in German and can make themselves understood in German may be put to work by the Supplier / Service provider.
- 10.3 The work being provided must be carried out under observance of Section 2 Para. 1 Clauses 1 and 2 of the German accident prevention regulations (UVV). Compliance and monitoring are part of the Supplier's / Service provider's due diligence.

11. Place of performance/jurisdiction

The place of performance and jurisdiction is the location of the Customer's registered office.

12. Language

The language of the contract, proceedings and court is German, unless expressly agreed otherwise.
If the contractual partners use another language besides German, the German wording has priority.

13. Applicable law

The law of the Federal Republic of Germany applies solely, unless otherwise agreed.
The regulations of the UN sales law do not apply.