

## Purchase Terms:

1. Validity
2. Offers
3. Prices
4. Delivery quantity / documents
5. Dates of delivery
6. Risk transition
7. Troubles of delivery
8. Quality
9. Transportation and package
10. Acceptance
11. Notice of defects
12. Product liability
13. Terms of payment / assignment of claims
14. Place of jurisdiction / place of output
15. Partial inefficacy

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Commerzbank AG  
Konto / Acc: 4 141 099  
BLZ / Code: 200 400 00  
Swift-Code: COBADEHH  
IBAN: DE08 2004 0000 0414 1099 00

Deutsche Bank AG, Hamburg  
Konto / Acc: 6 627 442  
BLZ / Code: 200 700 00  
Swift-Code: DEUTDEHHXXX  
IBAN: DE25 2007 0000 0662 7442 00

Hamburger Sparkasse  
Konto / Acc: 138 313 03 98  
BLZ / Code: 200 505 50  
Swift-Code: HASPDEHHXXX  
IBAN: DE65 2005 0550 1383 1303 98

### 1. **Validity:**

The following general purchase conditions underlain all businesses, also further businesses with us as far as no other conditions are confirmed from our side in written. Our purchase conditions also obtain, if we don't contradict to divergent purchase conditions of the supplier.

### 2. **Offers:**

If there is no other explicit agreement, the offerer is bound to his offer for four weeks. This also applies to verbal offers. An acceptance of the offer from our side is binding, if we confirm it with a written acknowledgement.

### 3. **Prices:**

Prices are net prices with special information for the specified taxes, in particular the VAT from the date of invoice.

### 4. **Delivery quantity / documents:**

We are not obliged to accept short delivery or over-delivery. The supplier is obliged to make all necessary certificates of weight and certificates of good available and to present them in due time. For the invoice it is authoritative which quantity we or our assistants of execution ascertain at arriving or at the place of destination. If it is not

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possible to completely unload a transport vehicle, we get a credit advice of the unloaded goods. If the execution of a delivery depends on documents, we are not in default for the cause that the supplier doesn't offer the documents in due time or not complete. There must also be an adequate time in which to examine the documents.

#### 5. **Dates of delivery:**

The specified dates of delivery are intended from the calendar and are fixed dates. Part-deliveries are only accepted with a written acknowledgement from us. The performance is adduced when the delivery is complete. The supplier is obliged to make the ordered goods available, so that we can execute a demand-order at all times.

#### 6. **Risk transition:**

As far as there is no agreement by written form, we are liable for the risks after unload at the named place of delivery. We have the right of choose any desired place of delivery.

#### 7. **Troubles of delivery**

If there are any troubles of delivery at the supplier or his pre-supplier, we must be informed immediately. This also obtains for the transport, even if the supplier organized the transportation with a third party. If the supplier leaves this obligation undone or he delayed the passing of this information, he has to compensate all of the damage according to the delayed or omitted information. The acceptance of a delayed delivery or output means no renunciation of claims. If the execution of a delivery is not possible because of strike, war, lockout or force majeure, we are rid of the obligation to accept the delivery.

#### 8. **Quality:**

We only accept the quality specified from us. Authoritative for the estimation of the quality is the quality control made by us, our assistants of execution and/or our customers after delivery.

#### 9. **Transportation and package**

The supplier is obliged, particularly with regard to dangerous goods, to observe the law according to the choice of the transportation vehicle, the way of transportation and the packaging. The prescriptions of work must also be observed. In case of dangerous goods, the supplier is obliged to label the packaging and the transportation vehicle according to international prescriptions. We are entitled to leave the used packaging according to the laws and prescriptions at the regular place of delivery for the supplier.

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#### 10. Acceptance:

In case of strike, war, lockout or force majeure at our costumers or assistants of execution, we are rid of the obligation to accept the good. If there are costs because of special outlay at the unloading of the transportation vehicle, e.g. the application of technical equipment or staffing, we are entitled to forward these costs to the supplier.

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#### 11. Notice of defects:

The supplier is obliged to make a delivery without defects. An acceptance of us is made with subject to the inspection of quality and quantity. A notice of defects according to the quality or quantity of the goods means without delay when it is made within four weeks after the delivery arrived at the place of delivery, in case of hidden defects within four weeks after detection of the defect.

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#### 12. Product liability:

The supplier is obliged to free us from any claims of product liability, which concern the supplied product.

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#### 13. Terms of payment / assignment of claims:

The agreed terms of payment of the contract are valid. We are entitled to stake out own claims against our supplier. A payment from our side is always subject to a final inspection of quality and quantity. An assignment of accounts receivable without our written agreement are invalid.

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#### 14. Place of jurisdiction / place of output

Place of performance for all our claims of orders is Buchholz i.d.N. Place of jurisdiction is the responsible court for Buchholz i.d.N. in Tostedt. The applicable law is the one of the Federal Republic of Germany. As far as agreements refer to other laws or prescriptions, our general purchase conditions take priority. This applies specially for the place of jurisdiction and the applicable law.

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#### 15. Partial inefficacy:

If there are conditions of our general purchase conditions that are legal ineffective, the authenticity of the other conditions and of the whole act in the law is not concerned. The parties to the contract are obliged to cooperate to find an economic aim that is nearby to the ineffective condition.

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