

Purchasing Terms

1.0 Quotations, Orders, Conclusion of contracts

- 1.1 All your supplies, services and offers shall be provided exclusively on the basis of these General Delivery Terms. These shall constitute an integral part of all contracts that we conclude with you for the supplies or services offered by you. They shall also apply to all future supplies, services and offers provided to us, even if not specifically stipulated again. Your business terms or those of third parties shall not apply even if, in some individual instance, we do not specifically object to their application. Even if we refer to correspondence containing your business terms or those of a third party or making reference to such terms, no agreement to the application of such business terms is implied as a result.
- 1.2 No payments will be made for visits or the preparation of quotations, plans, etc.
- 1.3 Only orders given in writing will be legally binding. Orders given orally or by phone require subsequent written confirmation from us to be legally binding. The same applies to oral ancillary agreements and amendments of contracts. Orders, calls for delivery and amendments or supplements thereto may be made by telecommunications means or machine-readable data carrier.
- 1.4 We order on the basis of our General Purchasing Terms. No other conditions will form part of the contract, even if we do not specifically object to them. If we accept the delivery/service without any specific objection, it cannot under any circumstances be deduced from this acceptance that we have agreed to your conditions.
- 1.5 If you do not accept our order in writing within 8 calendar days of its receipt, we shall be entitled to cancel it, unless our proposals expressly contain some other commitment period.
- 1.6 On confirmation or, if confirmation has not yet been carried out, at the latest on the start of the execution of the order, these purchasing terms shall be deemed to be agreed. Any variations from our order must be specifically pointed out in the confirmation. Such variations will only be deemed to be valid when confirmed in writing by us.
- 1.7 You are responsible for checking the usability of any technical documents and aids provided by us.
- 1.8 We can request changes to the delivery item even after the conclusion of the contract, provided this is reasonable from your point of view. In the event of such a change in the contract, its effects must be fairly taken into consideration by both parties, particularly with regard to cost increases or reductions and delivery dates.

2.0 Prices, Dispatch, Packaging

- 2.1 The prices agreed are fixed prices and extra charges of any kind are excluded. Any price changes require our written consent. Prices include the costs of packaging and transport to the address for shipment or place of utilization indicated by us as well as customs formalities and tariffs. If no prices are quoted in the order, your current list prices with normal commercial deductions will apply on confirmation of the order; we reserve the right to object. Prices that are not agreed will not be accepted by us. The type of quotation will not affect the agreement regarding the place of fulfillment.
- 2.2 All delivery documents (delivery dockets, freight waybills, etc.), all invoices and all correspondence with us must give the date of the order, the contact person and reference no. of the order.
- 2.3 We will only accept the volumes or number of items ordered by us. Deliveries of higher or lower quantities will only be permitted following prior arrangement with us.
- 2.4 Dispatch will be at owner's risk. You must bear the risk of any deterioration including accidental loss pending delivery to the address for shipment or place of utilization requested by us. Any loss or damage occurring during transit shall be deemed, in the event of there being any doubt about the matter, to be the consequence of incorrect packaging.
- 2.5 Your obligation to take back the packaging is based on the statutory regulations. The goods must be packed in such a way that losses in transit are avoided. The volume of packaging materials used must be the minimum needed to achieve the purpose, without additional labor inputs or increased costs arising for WISKA. Only environmentally friendly, non-pollutant, easily recyclable packaging materials are to be used; preference should be given to reusable systems.
- 2.6 We only accept Euro pallets or pallets CP1-CP4. If disposable pallets are supplied, we reserve the right to charge you a flat-rate disposal fee. The maximum load per pallet is 1,250 kg.

3.0 Invoicing and payment

- 3.1 Invoices should be submitted to us separately in duplicate and in proper form along with all relevant documents and data, after delivery/service has been carried out. Invoices that are not correctly submitted will only be deemed to be received by us from the time that they have been corrected. Partial invoices will only be accepted following specific agreement to this effect.
- 3.2 Payments will be made as follows, unless otherwise agreed in writing:
 - a) For invoices dated 01 - 15 of the month, on 10th of the following month, less 3% discount, and
 - b) For invoices dated 16 - 31 of the month, on 20th of the following month, less 3% discount.
- 3.3 Where materials testing certificates have been agreed to, they will constitute an essential component of the delivery and must be forwarded to us with the invoice. At latest, however, they must reach us 10 calendar days following receipt of the invoice. The time allowed for payment of invoices will start on receipt of the agreed certificate.
- 3.4 In the event of a deficient delivery, we will be entitled to hold back payment ad valorem pending proper fulfillment.

4.0 Delivery dates, Late delivery, Force majeure

- 4.1 The agreed delivery dates are binding. The time of receipt of the goods at the delivery location or place of utilization named by us and the on-time completion of successful acceptance will be definitive as far as compliance with the delivery date or delivery deadline is concerned.
- 4.2 If you realize that an agreed deadline cannot be adhered to for whatever reason, you must immediately inform us of this in writing, outlining the reasons and the anticipated length of the delay.
- 4.3 If you default on delivery, we will be entitled to our statutory rights.
- 4.4 If a reasonable period of grace set by us has passed without successful execution, we will be entitled, as we prefer, to demand compensation instead of the delivery, or obtain substitution from a third party or cancel the order. The claim to delivery/service will cease, as soon as we demand compensation in writing instead of service or alternatively cancel the order.
- 4.5 If a reasonable period of grace is agreed, you must select the quickest possible method of dispatch for the delivery. Any additional resultant costs must be met by you.
- 4.6 You can only plead the non-arrival of essential documents supposed to be supplied by us, if you have reminded us about the documents in writing and have not received them within a reasonable period of time.
- 4.7 Force majeure and labor disputes will discharge the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect on these obligations. The contracting parties are obliged, as far as reasonable, to give the essential information immediately and to adapt their obligations to the altered circumstances in good faith. We shall be released from the obligation to accept the delivery/service ordered, wholly or in part, and to this extent entitled to cancel the contract, if the delivery/service is no longer usable - from a financial standpoint - as far as we are concerned, on account of the delay caused by force majeure or the labor dispute.
- 4.8 In the event of delivery earlier than agreed, we reserve the right of return at your expense. If the delivery is not returned in the event of early delivery, the goods will be stored at our premises up to the delivery date at your expense and risk. In the event of early delivery, we reserve the right not to make payment until the agreed payment dates.
- 4.9 We will only accept delivery in installments by express agreement. For early deliveries in installments, written agreement about the value date must be reached in advance.

5.0 Guarantees, Product liability

- 5.1 You guarantee that all deliveries/services will be in line with the latest technology, the relevant legal regulations and the stipulations and guidelines of authorities, professional associations and trade associations. If, in individual cases, divergences from these provisions are necessary, you must get our written consent thereto. Your liability for defects will not be restricted by this consent. If you have misgivings about the type of execution requested by us, you must inform us of this in writing immediately.

- 5.2 In the event of any deficiency or shortcoming, we shall be fully entitled to our statutory rights. However, the guarantee period shall notwithstanding be 36 months.
- 5.3 We will notify you immediately in writing of any apparent shortcomings in the delivery/service, as soon as they are identified, bearing in mind the exigencies of proper business operation, but at the latest within 5 calendar days of receipt of the delivery by us.
- 5.4 You are obliged to discharge us from claims for compensation that may be made against us by third parties on the basis of deficiencies in the delivery.
- 5.5 If there is a claim made against us based on violation of official safety regulations or of domestic or foreign product liability regulations or laws on account of the defectiveness of our product, which is due to your goods, we will be entitled to claim compensation from you for this loss, where the loss is caused by the products supplied by you. This loss also covers the costs of precautionary recall measures. You must apply quality assurance systems in line with the latest technology, suitable in terms of type and scope, and demonstrate this to us on request. You will conclude an appropriate quality assurance agreement with us if we consider this necessary. In addition, you will insure yourselves at an appropriate level of cover against all risks arising under product liability, including recall risk, and present the insurance policy to us for inspection if so requested.

6.0 Property rights

- 6.1 You guarantee and pledge that all deliveries will be free of third party property rights and, in particular, that the patents, licenses and other property rights of third parties will not be infringed by the delivery and use of the items supplied.
- 6.2 You discharge us and our clients from the claims of third parties based on any infringements of property rights and will also bear all costs which are incurred by us in this connection.
- 6.3 We will be entitled, at your expense, to secure consent to use the relevant items supplied and services from the rightful owner.

7.0 Assignment of claims, Third party rights

- 7.1 Any assignment of your demands or claims against us will only be possible with our prior consent.
- 7.2 You herewith specifically guarantee that the goods supplied to us are free of third party rights and claims, in particular free of retention of title. If the goods supplied do not comply with this provision, any reversionary interest that you have will be transferred to us on the conclusion of the contract, or at the latest on delivery.
- 7.3 In addition, you will be liable for compensation for all damages and losses incurred by us in consequence of the third party rights and claims, and also for losses suffered by us on account of the fact of not being able to use the goods supplied as planned.

8.0 Provision of materials, Retention of ownership, Confidentiality

- 8.1 Materials provided will remain our property. You waive acquisition of ownership under § 946 ff., Civil Code.
- 8.2 The goods provided must be stored clearly and separately as our property and adequately insured against fire, water damage, theft or disaster at your expense and may only be used as specified.
- 8.3 Models, tools, moulds, samples and drawings and also other documents, which are supplied to you, will remain our property. You undertake to keep them safe and protect them, free of charge and in a proper manner; this includes the provision of adequate insurance against fire, water damage and theft.
- 8.4 You undertake to keep confidential all information, drawings, models, tools, samples, etc. provided to you and to only use them to execute our orders. They may not be used by you for other purposes, or be copied, nor may third parties be given access to them.
- 8.5 You must treat the conclusion of the contract confidentially and may only refer to business links with us in advertising material after receiving our written consent thereto.
- 8.6 The contracting parties undertake to treat as commercial secrets all commercial or technical particulars that are not in the public domain, and of which they become aware as a result of the business relationship. Sub-suppliers must be subject to the same obligation. If one of the contracting parties realizes that information supposed to be kept confidential has come into the possession of an unauthorized third party or a document supposed to be kept confidential is missing, it must immediately inform the other contracting party of this.

9.0 Concluding provisions

- 9.1 Should individual sections of these General Purchasing Terms be legally invalid, the effectiveness of the remaining provisions shall not be adversely affected thereby.
- 9.2 You are not entitled, without our prior written consent, to pass on the order or essential parts of the order to third parties.
- 9.3 We will treat personal data relating to you in accordance with the Federal Data Protection Act.
- 9.4 Unless specifically agreed otherwise, the place of fulfillment for the delivery obligation will be the address for shipment or place of use requested by us; for all other obligations of both parties, it will be Kaltenkirchen.
- 9.5 If you halt your payments, or an interim insolvency receiver is appointed, or insolvency proceedings are initiated in relation to your assets or there are protest proceedings against you in relation to bills of exchange or cheques, we will be entitled to cancel the contract, in full or in part, without it being possible for any claims to be brought against us as a result.

10.0 Court of jurisdiction, Supplementary law

- 10.1 The legal venue shall be Norderstedt, if you are a business operator. However, we reserve the right to assert our claims in any other authorised legal venue.
- 10.2 The contracts between us are subject to the law of the Federal Republic of Germany, to the exclusion of the Convention on Contracts for the International Sale of Goods.