

General purchasing conditions

Status: 1st January 2014

I. Enquiries and offers

1. Our enquiries shall be part of the contract as a matter of principle. Delivery faults caused by deviations not agreed upon shall be borne by the supplier.
2. The supplier shall observe our technical specifications indicated in the offer and any deviations shall have to be pointed out explicitly. The submittal of offers shall be free of charge and non-binding for us. Without explicit written agreement, no remuneration shall be granted for visits, preparation of plans, drawings and the like.

II. Contract conclusion and contract modifications

1. Orders, subsequent modifications and supplements shall require written form to be effective. Orders given in any other form shall be binding only after written order - also by data transmission or by e-mail. The price rendered in the order is a binding fixed price (plus VAT) and shall exclude subsequent claims of any kind.
2. In his or her order confirmation the supplier shall not deviate from our order without having pointed out to any deviations explicitly.
3. If nothing to the contrary has been agreed upon, the price shall include delivery "free domicile" including packaging.
4. The contract shall come about by order or by call-off by **bissinger**, when the supplier does not object in writing within a week as from receipt of the order and/or the call-off. Proof shall be established by postmark or by the date of the e-mail sent in case of electronic transfer by e-mail.
5. Priority of the contractual documents:
 - a. Consensual written modification of the ordering extent
 - b. Order **bissinger**
 - c. Technical specifications **bissinger**
 - d. General purchasing conditions **bissinger**
 - e. Enquiry **bissinger**
 - f. Offer - supplier

III. Extent and content of performance obligation

1. The extent of the performance obligation of the supplier results from the specifications and performance descriptions passed on during contract conclusion by **bissinger** or, if the said shall be absent, from the offers and leaflets of the supplier.
2. All deliveries shall have to be in compliance with the respectively latest German DIN and/or VDE standards as well as the otherwise customary standards and/or EU standards, provided nothing to the contrary has been agreed upon specifically and in writing.
3. The contractor shall guarantee the professional execution of all parts in conformity with the latest state of the art under observation of the relevant regulations, rules and standards.
4. The delivery shall have to be carried out on time in conformity with our order in execution as well as extent. Additional or short deliveries shall be permissible only after previous arrangement with **bissinger**. We shall not be obligated to accept partial and additional deliveries not agreed upon.

- We shall not be obligated to pay partial invoices not agreed upon.
- All additional costs which the C wishes to charge the OP in addition to the price agreed upon shall have to be indicated to the OP directly after awareness. If due to the late indication of additional costs the OP should be prevented from passing these on to the causer, the OP shall not be obligated to accept these costs. It shall be agreed that the latest point for the indication of additional costs shall be two weeks after the occurrence of these costs.
 - Models, matrices, templets, samples, tools and other manufacturing means as well as confidential information which are rendered available to **bissinger** by the supplier or for which **bissinger** shares in the costs significantly, shall be used only for the performance of the respective contract with **bissinger** and for the own purposes of the supplier as well as for the delivery to third parties only with previous written approval of **bissinger**.
 - Order-related manufacturing means which are manufactured or procured by the supplier at the costs of **bissinger** shall pass into the property of **bissinger** after payment. The supplier shall keep the manufacturing means safe for **bissinger**.

IV. Modification of the performance

- If it is revealed whilst fulfilling the order that deviations from the originally agreed upon specifications are required or purposeful, the supplier shall have to inform **bissinger** of the fact immediately. **bissinger** shall then indicate in writing whether or if which modifications of the original order shall be carried out by the supplier. If this action causes costs for the supplier when performing the contract, **bissinger** as well as the supplier shall be permitted to demand a corresponding adaptation of the remuneration due to the supplier.
- bissinger** may demand modification of the performance after completion of the contract as well, if this is acceptable for the supplier. In such a contract modification, the two contractual partners shall take into consideration appropriately the consequences, in particular with respect to additional or lower costs as well as delivery deadlines.

V. Delivery time

- The deadlines agreed upon are binding. Decisive for the observation of the delivery date or the delivery period shall be the receipt of the goods at **bissinger** or at the recipient specified by **bissinger**.
- The supplier shall be obligated to inform **bissinger** immediately in writing when circumstances occur or become apparent which result in the fact that the delivery date cannot be kept. The supplier shall have to inform **bissinger** about the foreseeable duration of the delay. The obligation to observe the deadlines originally agreed upon shall remain unaffected hereby.
- The supplier may claim the absence of deliveries or services to be provided by **bissinger** as required or agreed upon by contract only, if the said has requested these documents in due time and has not received them within reasonable time.
- When the delivery time agreed upon has been exceeded, the supplier fall behind schedule without reminder.
- In case of delivery delay **bissinger** shall be entitled to legal claims. In case of a repeatedly missed deadline, **bissinger** shall be entitled to withdraw from the contract. The damage created by the renewed delay shall have to be compensated by the supplier within the framework of the legal regulations.
- Independent thereof **bissinger** shall be permitted to request from the supplier as from the time of delivery delay a penalty of 0.5 percent for each week started, maximum, however, 5 percent of the overall order value of the delivery.

If the penalised deadlines are postponed in writing amicably between **bissinger** and supplier, the new deadlines shall be penalised in the same way as if they were the original deadlines. The assertion of other damage shall be reserved explicitly. Even if **bissinger** does not explicitly reserve the right to assert the contractual penalty when accepting delayed service, the contractual penalty may be asserted after acceptance of the service to the final payment.

7. If no deadlines have been set in writing, the usual completion dates shall be considered to be agreed.

VI. Notification of defect

1. Defects in delivery shall have to be indicated to the supplier immediately in writing by **bissinger** as soon as they have been detected during the correct course of business. In this respect the supplier shall renounce the objection of a delayed notice of defect.
2. If the supplier does not remove the defect within an adequate period after the first request, **bissinger** shall reserve the right to remove the said itself or by a third party at the cost of the supplier. Small defects may be removed directly by **bissinger** at the cost of the supplier. The liability of the supplier for the entire scope of delivery shall remain unaffected in this respect.
3. Hidden defects may be complained about by **bissinger** after expiry of the guarantee period as well and have to be removed by the supplier according to the contractual conditions. The supplier explicitly refrains from the objection of late notice of defects. The fact that defects have existed before expiry of the guarantee period shall have to be proven by **bissinger**.

VII. Payment

1. Provided nothing to the contrary has been agreed upon in writing, the payment shall be carried out within fourteen days as from delivery and receipt of invoice at two percent discount or within thirty days after receipt of invoice net. In case of acceptance of early delivery, the maturity shall depend on the delivery schedule agreed upon.
2. In case of faulty or incomplete delivery **bissinger** shall be permitted to keep back payment until correct fulfilment.
3. Offset and retention rights shall be entitled to **bissinger** to the extent allowed by law. The supplier shall have a right of offset and retention only for legally established or uncontested counterclaims.

VIII. Documentation

1. The documentation shall be part of the delivery; non-delivery shall result in deferred payment.
2. The documentation shall have to be prepared in keeping with Machine Directive 2006/42/EC. The documentation shall include all documents required for the operation, maintenance and spare parts orders as well as the required or agreed test protocols and works certificates, at least consisting of data sheets, instructions for initial operation, operation and maintenance, spare parts lists, dimension sheets.
3. Handover in duplicate in paper and single in digital form in German language.

IX. Liability for material defects

1. **bissinger** shall be entitled to legal defect claims.
2. The guarantee period shall be twenty-four months after initial period, at the latest thirty-six months after delivery.
3. Wear parts shall be excluded.
4. In case of steel constructions which are not subject to the Machine Directive, a guarantee period of five years shall apply for corrosion protection and function.

X. Product liability and call-back

1. For the case that **bissinger** is approached due to product liability, the supplier shall exempt **bissinger** from such claims, if the damage has been caused by a defect of the contractual object supplied by the supplier. In cases of infringement-related liability the said shall apply only when the supplier has to be blamed. If the cause of damage is within the field of responsibility of the supplier, the said shall have the onus of proof. In these cases the supplier shall take over all costs and expenses including costs of a potential prosecution or call-back action. For the rest, the legal regulations shall apply.

XI. Execution of work

1. Staff of the supplier who carry out work on our premises when fulfilling the contract shall have to observe the stipulations of the respective work rules. The liability for accidents which occur on the premises shall be excluded unless the said has not been caused by intentional or gross negligent breach of duty of our legal representatives or vicarious agents.

XII. Property rights

1. The supplier shall be liable for claims which arise from the violation of the IPR family in case of contractual use of the delivery item, published either in the native country of the supplier, by the European patent office or in the Federal Republic of Germany.
2. The said shall exempt the ordering party and buyer from all claims resulting from the use of such property rights.
3. This shall not apply if the supplier has manufactured in keeping with the drawings, models or matching other descriptions or data of **bissinger** and does not know or must not know in conjunction with the products developed by him that thus property rights are violated.
4. The contracting parties obligate themselves to notify each other immediately of violation risks and cases of potential violation become known and to give each other the opportunity of counteracting amicably the corresponding claims.

XIII. General aspects

1. These conditions shall apply for goods deliveries as well as for services, such as planning services, transport and assembly.
2. The present purchasing conditions shall be applicable exclusively. Delivery conditions of suppliers which deviate from our conditions shall not become content of the contract, even we do not object explicitly. Our purchasing conditions shall apply also when we accept deliveries without reservation knowing about the conditions of the supplier deviating from our purchasing conditions, although **bissinger** knows about conditions of the supplier opposing or deviating from these conditions.

These purchasing conditions shall apply also for all future business between the contractual parties without requiring a new indication of these conditions. This shall apply also when these conditions shall get to the knowledge of the supplier only after completion of the contract for the first business.

3. An potential invalidity of individual stipulations shall not affect the applicability of the remainder. The contractual partners shall be obligated to replace the ineffective conditions by a stipulations which comes as closely as possible to the economic effect.
4. Rights, obligations and claims in particular from the business relationship must not be passed on third parties.
5. If a contracting party discontinues payment or if insolvency proceedings are initiated for his assets or if a counter or extra-court composition proceedings are applied for, the other shall be permitted to withdraw from the unfulfilled part of the contract.
6. The laws of the Federal Republic of Germany shall apply exclusively. The application of the Agreement of the United Nations on Contracts for International Goods Purchase shall be excluded. The exclusive place of performance shall be the domicile of **bissinger** in D-74373 Zaberfeld in Federal Republic of Germany. The legal venue for all litigation resulting from the contractual relationship and affecting the existing and effectiveness shall be Heilbronn in the Federal Republic of Germany. However, **bissinger** shall be permitted to claim justified demands at any legal venue.