



GENERAL TERMS AND CONDITIONS OF PURCHASE

THINKING STEEL. SINCE 1969



GENERAL TERMS AND CONDITIONS OF PURCHASE

A. General provisions

The present document establishes the General Terms and Conditions of Purchase of Rolf Kind GmbH.

I. Conclusion of the contract, order

1. The relationship between the supplier and us shall be governed exclusively by the following Terms and Conditions of Purchase. Any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase shall require our express written consent to be valid. Our Terms and Conditions of Purchase shall also apply in cases where we are aware of the supplier's contrary or deviating terms and conditions and unreservedly accept the services.

2. Any agreements between the supplier and us for the purpose of executing this contract must be made in writing. A qualified electronic signature is not required unless otherwise agreed with the supplier.

3. All future transactions with the supplier shall also be governed by our Terms and Conditions of Purchase.

4. The supplier agrees to accept our order within two (2) weeks of receipt.

II. Prices, payment terms

1. The agreed prices constitute fixed prices and are subject to turnover tax if payable in accordance with statutory requirements. If not agreed otherwise in writing, the prices shall include packaging and delivery to the address stated by us (freight costs shall not be covered). The return of packaging must be agreed separately.

2. We can only process invoices that contain the reference number shown in our order and comply with the legal requirements. The supplier shall be liable for any consequences resulting from non-compliance with this obligation unless the supplier can demonstrate that it is not responsible for such non-compliance.

3. Unless specified otherwise in writing, we will receive a three (3) per cent discount on the net amount if we pay the invoice in full within fourteen (14) days of delivery and receipt of the invoice. Otherwise, we will pay the full invoice amount within thirty (30) days of receipt of the invoice without a discount. This period shall commence upon receipt of the contractual performance and a duly issued and verifiable invoice. However, if we accept deliveries before the agreed delivery date, this period shall commence no earlier than the agreed delivery date.

4. We shall be entitled to exercise our full statutory offsetting and retention rights.

5. The supplier shall not be entitled to assign claims against us or have them collected by third parties. This is without prejudice to Section 354 (a) of the German Commercial Code (HGB).

III. Retention of title, provision of material, tools, confidentiality

1. We shall retain the title and all other rights (e.g., copyrights) to calculations, samples, drawings, illustrations, and other documents. They may only be used for production in accordance with our order. They must be returned to us without request after completion of the order. They may not be disclosed to third parties (including subcontractors) without our specific written permission. Likewise, reproductions may only be made with our prior written permission and the title to such reproductions shall pass to us. The obligation of confidentiality shall survive the execution of this contract. It shall expire only if and to the extent that such information has become public knowledge.

2. The supplier may not advertise our business relationship without our prior written permission.

3. We shall retain the title to any parts we provide to the supplier. The supplier shall carry out any processing or alterations on our behalf.

4. Suppose the goods subject to retention of title are processed with other goods not belonging to us. In that case, we will obtain a co-ownership right in the newly created goods based on the value of our goods in proportion to the other processed goods at the time of processing.

5. Suppose the goods provided by us are inseparably commingled with other goods not belonging to us. In that case, we will obtain a co-ownership right in the newly created goods based on the value of the goods subject to retention of title in proportion to the other commingled goods at the time of commingling. Suppose the goods are commingled in such a way that the supplier's goods are to be regarded as the main good. In that case, it shall be deemed agreed that the supplier will transfer co-ownership to us on a pro-rata basis. The supplier shall keep safe for us the solely- or co-owned goods.

6. We shall retain the title to tools; the supplier agrees to use the tools exclusively to manufacture the goods we ordered. The supplier shall insure the tools belonging to us for their replacement value against damage resulting from fire, water, and theft. The supplier hereby assigns all claims for compensation under this insurance policy to us at this point already, and we hereby accept such assignment. The supplier shall carry out any necessary maintenance and inspection of our tools and any servicing and repair at their own expense and in good time. He shall promptly notify us of any malfunctions. The above shall not affect any claims for damages if the supplier culpably fails to comply with this obligation.

7. Suppose the collateral rights assigned to us in accordance with Para. (4) and/or Para. (5) exceed the purchase price of all our unpaid goods subject to retention of title by more than 10%. In that case, we are obliged, at the supplier's request, to release the collateral rights at our discretion.

B. Performance of the service

I. Subject matter and scope of service/s

1. Our order shall determine the content and scope of delivery. The supplier will ensure that they have all facts and circumstances required for meeting their contractual obligations and are aware of our intended use of their deliveries in good time.

2. Suppose the order contains no further requirements regarding the technical delivery conditions. In that case, the goods shall be delivered in commercial quality and in accordance with applicable standards, such as DIN, VDI.

3. The supplier undertakes to ensure that their deliveries include all services necessary for proper, safe, and economic use. Furthermore, the supplier undertakes to ensure that they are suitable for the intended use and reflect the latest developments in science and technology.

4. The supplier will supply the services in compliance with all relevant standards, laws, and regulations (e.g., environmental legislation, technical instructions, accident prevention regulations, and protective clothing legislation).

5. The supplier shall inform us of the necessary administrative permits and reporting requirements for importing and operating the delivered goods.

6. We may request the supplier to change the construction and design of the delivered goods within reason. The supplier shall implement the changes within a reasonable period. The parties shall mutually agree on appropriate arrangements regarding the increased and reduced costs and other effects.

II. Delivery periods, delivery dates

1. Agreed dates and periods shall have a binding effect.

2. The supplier shall promptly notify us in writing of any foreseeable delays in delivery, stating the reasons and the expected length of the delay.

3. In the event of delays in delivery, we shall be entitled to exercise all rights granted by law. Notably, we shall have the right to demand damages in lieu of performance and withdrawal if we have without result set a reasonable period. If we demand damages, the supplier shall be entitled to furnish proof that they are not responsible for the breach of duty.

III. Deliveries, transfer of risks

1. Deliveries (including packaging) shall be made at the supplier's expense at the place specified by us.

2. The supplier agrees to state our reference number on all shipping documents and delivery notes. The supplier shall ensure that their subcontractors also comply with this obligation. We shall not be liable for any delays in processing should this information be missing.

IV. Notice of defects, claims for defects

1. We shall inspect the goods received for external defects and deviations in terms of identity and quantity within a reasonable period. We shall promptly

give notice of such defects within a period not exceeding four (4) working days. We shall also promptly give notice of any hidden defects as soon as they are discovered in the ordinary course of business.

2. We shall be entitled to assert the statutory claims for defects in full. This includes that we shall always be entitled to require the supplier to remedy the defect or deliver a new good at our discretion. We expressly reserve the right to compensation, particularly compensation in lieu of performance.

3. We shall have the right to remedy defects ourselves at the supplier's expense in case of imminent danger or urgency.

4. The limitation period shall be thirty-six (36) months from the transfer of risks.

C. Limitations of liability and property rights

I. The supplier shall be fully liable; there shall be no limitation of liability. Suppose the supplier is responsible for a product defect. In that case, at first request, they shall indemnify and hold us harmless from and against any third-party claims for damages if the cause lies within their sphere of control and influence. The supplier shall be liable to third parties.

II. The supplier warrants that their delivery will not violate any third-party rights within the Federal Republic of Germany. At the first written request, the supplier shall indemnify and hold us harmless from and against any claims asserted against us by a third party.

The supplier's obligation to indemnify shall include all expenses we necessarily incur from or in connection with a third-party claim. The limitation period shall be ten (10) years from the conclusion of the contract.

We may only enter into agreements with the third party with the supplier's consent.

D. Other

I. Governing law

This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

II. Place of performance and jurisdiction

We shall specify the place of performance for delivery and service. The parties submit all their disputes arising out of or in connection with this agreement to the jurisdiction of the Courts of Cologne. We reserve the right to take legal action against the supplier at their general place of jurisdiction.

III. Severability

If any provision of these General Terms and Conditions of Purchase should be held to be invalid for any reason, such invalidity shall not affect the validity of the remaining provisions. The parties will substitute for such provision a valid provision that most closely approximates the economic effect of the invalid provision.

Following Section 33 of the Federal Data Protection Act (BDSG), we hereby inform you that the data required for transaction processing are processed and stored on a computer in accordance with Section 28 BDSG. We will keep all personal data confidential.

Updated: July 2022