

## Purchasing Terms and Conditions

01/2018

The terms and conditions below apply to business relationships between the company Faudi GmbH and its suppliers unless differing terms and conditions have been established in writing. Conflicting sales and delivery terms and conditions of the seller are ineffective, even if we do not expressly object to them. Our order number must be specified in all correspondence with our company related to orders, and on all delivery notes and invoices.

### 1. Offers

Our suppliers are generally required to submit quotations free of charge when requested. No liability can be assumed for samples that may be required.

### 2. Orders

Only written orders are valid. Orders placed verbally or over the telephone must be confirmed by us in writing. In case of orders without pricing, we reserve the right of withdrawal in case we do not agree with the price provided in the order confirmation. Price increases must be confirmed by us expressly in writing and entitle us to withdraw from the contract. The negotiated discount concerning the main order is also valid for following additional orders regarding this main order and can also be reduced from invoice later on even the discount is not explicit mentioned in additional orders.

### 3. Order Acceptance

Every order must be confirmed immediately with precise information on pricing and delivery terms. If a confirmation is not obtained within 14 days, failure to confirm is deemed to constitute acceptance of our terms and conditions. Conflicting sales terms and conditions of the supplier are not effective, even if we do not expressly object to them.

### 4. Delivery Term

The delivery term specified by us is binding for the supplier. If the specified delivery term cannot be met, we must be notified promptly including reasons for and the duration of the delay.

### 5. Scheduling Delays

We must be notified of unforeseen difficulties that may result in delayed delivery as soon as the obstacle is encountered, with reasons for the delay. If this is not done, we reserve the right to withdraw from the contract if the delivery date is not met; granting a period of grace and threatening refusal is not required and the supplier is not entitled to any claims for compensation as a result.

### 6. Shipping

Unless differing agreements have been reached, all deliveries shall be free to our door including packaging where required. A delivery note shall be included with each shipment. Partial deliveries must be identified as such.

### 7. Warranty

The supplier warrants that the delivery object is free of defects impairing its value or suitability, that it corresponds to the terms and conditions specified in the purchase order and that it exhibits all other assured characteristics.

Our obligation to inspect shipments for conformance with the order and to submit a notice of defects only takes effect when a shipment arrives at our receiving station.

Should any defects be revealed in the course of said inspection, we have the right to demand redhibitory action, an abatement of the purchase price or the delivery of goods that are free of

defects, or compensation for non-performance if an assured characteristic is lacking. This right applies to defects that are only found upon putting into operation or during processing.

The warranty term is 12 months beginning when the delivery object is received at our receiving centre. Where appropriate we also reserve the right to rework defective materials delivered to us at the expense of the supplier.

### 8. Other Terms and Conditions

If the supplier offers or sells articles to us that are protected on behalf of other companies in whole or in part without disclosing this circumstance, the supplier is fully liable for any resulting damages incurred by us. Strictest confidentiality towards third parties must be maintained regarding orders placed by us. Information, drawings, samples, specifications etc. provided to us for submitting a quotation or to fill an order must not be used for any other purpose, duplicated or made accessible to third parties. Material, single components, tools and similar supplied by us may not be transferred to other companies without our consent. The supplier shall be liable for all damages incurred by us if this obligation is violated. Independent changes to the tools delivered by us, even if they are minor, require our prior consent as a matter of principle. Tools for which we have covered a proportion of the costs may only be used for our purposes. The tools paid by us on a pro-rata basis may only be destroyed with our written permission.

Installers or employees of other companies working on our property must comply with the work rules for our plant under all circumstances. Time worked shall be calculated solely on the basis of the job ticket signed by us. The contractor commissioned by us for the performance of the work shall be liable for any accidents and damage to property.

### 9. Payment

Invoices must be submitted in duplicate 14 days after delivery to us. Including invoices with the delivery objects is not permitted, they must be sent separately. Unless anything to the contrary is agreed upon, payment of the invoice amount after receipt of the invoice and goods shall be in 8 days with a 4% discount, 14 days with a 3% discount or 45 days net. We only recognise the assignment of receivables if we have consented based on previous agreements.

### 10. Place of Fulfilment and Jurisdiction

The laws of the Federal Republic of Germany apply to all relationships arising from the purchase contract. United Nations law and Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The place of fulfilment and jurisdiction are binding even if individual points of the remaining sections are ineffective.

Place of fulfilment: 35260 Stadtallendorf

Jurisdiction: 35039 Marburg/Lahn