

## 1. General

These conditions are content of the purchase agreement. Contrary or deviant terms of delivery or other limitations of the supplier are not accepted, unless the buyer has accepted them in particular case expressly and written.

## 2. Offer

2.1. The offer shall be made free of charge and does not create any obligations for the inquirer. Cost estimates will be refunded only upon request.

## 3. Purchase and order confirmation

3.1. Orders and order changes shall be placed in writing. The content of oral and telephonic meetings is in doubt only be binding if confirmed in writing.

## 4. Delivery Time

4.1. The delivery time runs from the date of the order. Once the supplier can assume that he cannot fulfill his contractual obligations in whole or in part, or not in due time, he shall inform the customer immediately indicating the reasons and the likely duration of the delay.

4.2. If the supplier shall not fulfill the agreed delivery time, he is liable under the law. Any agreed contractual penalty in the event of late delivery will remain unaffected according to § 340 para 2 BGB.

## 5. Warranty, claim and liability

The Supplier warrants that the delivered item does not have its value or its suitability affecting deficiencies, it has the agreed or guaranteed composition, is suitable for the purpose stipulated, it complies with the generally recognized rules of technology, the applicable provisions of the authorities, the equipment safety law, the applicable safety requirements and occupational safety and accident prevention regulations.

If the delivery item does not stand these conditions, the purchaser may at his option, shall demand remedy of the defect or delivery of goods free from defects, withdraw from the contract or reduce the purchase price or claim damages or compensation of expenditures. If the supplier has concluded a guarantee for the quality or durability of the goods delivered, the purchaser may in addition also assert his claims under the warranty. This does not apply to defects or damages of the delivered goods, which are caused

- a) by wear
- b) by improper treatment on behalf of the purchaser

The customer will notify the supplier defects of the goods delivered without delay as soon as they are detected in the normal course of business operations. For services such as installation, maintenance, etc. apply mutatis mutandis to the above conditions.

- 5.2. The supplier will assume the warranty for two years from delivery of the goods.
- 5.3. Warranty of supplier extends to the parts produced by the sub-supplier.
- 5.4. By notice of defects, the warranty period is extended by the time period of the notice and elimination of defects. If the delivery object is completely replaced the warranty period begins again, for partial renewal this is only valid for the revised parts.
- 5.5. The complained parts from the warranty remain at the disposal of the buyer and shall be property of the supplier by proper replacement.
- 5.6. In cases of emergency or default or failure of the supplier with the removal of defects the buyer can eliminate the defects at the expense of the supplier or revert to the other warranty rights acc. to fig. 5.1.
- 5.7. By acceptance of the deliveries and services by the purchaser, the warranty obligation of the supplier is not affected.
- 5.8. The supplier releases the buyer from the rights of producer-exempts and under the product liability act, if the supplier or its subcontractor caused product defects under warranty.
- 5.9. Moreover, the supplier shall be liable under the law.

## 6. Insurances

- 6.1. The supplier shall conclude an adequate liability insurance about possible damage from him, his staff or his agent by services rendered, provided work or materials at its own expense. The amount of coverage per event, shall be proved by the purchaser upon request.
- 6.2. In particular cases the completion of an installation insurance besides the liability insurance acc. Section 7.1 is a special agreement between buyer and supplier.

## 7. Rights

7.1. The supplier warrants that by delivery and use of products of items no patents, licenses or protective rights are infringed. Possible license fees shall bear the supplier.

## 8. Shipping instructions

8.1. All deliveries must take place free of charge for ReiCat on the supplier's risk to the specified shipping address. The receipt of goods documented in writing by ReiCat presents on no account the immediate incoming goods inspection and testing.

## 9. Payment

- 9.1. Payment is made upon full receipt of the goods and / or acceptance of service and receipt of a proper and auditable invoice. Decisive for terms of payment and discount is the date of receipt of deliveries and invoice. For other services the acceptance date becomes valid.
- 9.2. Payment will be made after receipt of goods and its acceptance or receipt of invoice within 14 days less 3% discount or within 30-days net. ReiCat GmbH is entitled for deduction of discount after expiry of terms of payment if delay is to be represented by the supplier.
- 9.3. In case of acceptance of early deliveries, the due date bases on the agreed delivery date.
- 9.4. In case of defective delivery, ReiCat GmbH is entitled to withhold the payment pro rata until its proper fulfillment.
- 9.5. The supplier shall not, without the prior written approval of ReiCat GmbH assign his claim against ReiCat GmbH to third parties.

## 10. Documents

- 10.1. All drawings, standards, guidelines, recipes and other documents left to the supplier by the buyer for the production of the delivered goods, as well as customer-made documents by the supplier are the property of the purchaser and may not be used for other purposes, reproduced or disclosed to third parties by the supplier. Upon request, they are issued to the buyer including all copies and duplicates, without undue delay. The purchaser reserves the right to intellectual property rights in all documents submitted to the supplier. The supplier shall consider the request and purchase order and any relevant work as a trade secret and treat them accordingly confidential. He is liable for all damages incurred by the buyer caused from breach of these obligations.
- 10.2. Documents of any kind that the purchaser needs for use, installation, assembly, processing, storage, operation, inspection, maintenance, repair and maintenance of the delivered goods are provided by the supplier on time and free without being asked to provide.
- 10.3. The customer's stated standards and guidelines are valid in the latest edition. Company standards and guidelines of the supplier shall be requested by the supplier in time if not already provided.

## 11. Applicable law, interpretation and clauses, etc.

- 11.1. German law applies. The application of the CISG Convention of 11.04.1980, valid from 01.01.1991 is excluded.
- 11.2. Trade terms shall be interpreted according to Incoterms.

## 12. Origin of goods

12.1. The delivered goods shall fulfill the original terms of the income of the EU, if it is not expressly stated to the contrary in the order confirmation.

## 13. Place of performance and jurisdiction

13.1. Place of performance is the customer's intended place of receipt, unless otherwise specified in the order. Place of jurisdiction is Hanau.

Gelnhausen, January 6, 2004

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