



1.0 Conclusion of Contract

- 1.1 We, R. STAHL HMI Systems GmbH, 50767 Cologne, Germany, only place orders with Suppliers, which are subject to and in accordance with the following Terms and Conditions: These following Terms and Conditions shall also be deemed solemnly agreed, even if Supplier refers to its own terms and conditions, when confirming or fulfilling our order. Any terms and conditions of Supplier are only valid and agreed, if and insofar as expressly accepted by us in writing. The aforesaid applies, even if we accept delivery and effect payment later on. No act or omission on our part at any given time shall be open to interpretation as, or deemed to constitute, tacit acceptance of any other terms and conditions.
- 1.2 Any and all agreements between us and Supplier about details of this Agreement require to be made and carried out in writing in this Agreement.
- 1.3 Supplier has to confirm our orders without delay in writing by returning a duly counter-signed copy of our order. We may revoke our order by way of written notice if we do not receive the confirmation of Supplier within three working days. Our order becomes non-binding after one week.
- 1.4 These Terms and Conditions are only applicable with regard to commercial enterprises as defined in Sect. 14 of the German Civil Code (BGB), to legal entities under public law or to special funds under public law.

2.0 Ownership of, Property and Copyrights in and Title to Designs, Samples, Models etc.

- 2.1 We reserve all our ownership of, property and copyrights in and title to our intellectual property, know-how and designs regarding any and all information that we pass to Supplier, in particular regarding subject and content of documentation such as designs, samples as well as models. Third parties shall not be granted any access to such information without our prior written express consent.
- 2.2 Any such documentation and models are exclusively to be used by Supplier for the purpose of production for this present purchase order and have to be returned automatically after execution of this order. They fall under the strict duty of confidentiality in accordance with clause 11.2.

3.0 Prices, Delivery and Packaging

- 3.1 All prices are fixed prices and agreed as DAP (Incoterms 2010) named place of destination, unless in our order we expressly refer to a fixed price offer of Supplier of delivery FCA (Incoterms 2010) named place of destination, and all prices cover full performance of the Agreement including all ancillary services, such as assembly and installation, and ancillary costs, such as packaging as owed, freight and transport insurance. In case there is no indication of prices, the current list prices of Supplier apply with deductions as commonly accepted in the trade. The current value added tax is added. Price arrangements do not influence the place of performance.



- 3.2 Supplier bears the risk of shipment. Supplier bears the risk of deterioration and accidental destruction until full delivery at the place of destination or at Supplier's location of further use, as named by us in the order.
- 3.3 Statutory duties to take back packaging notwithstanding, all packaging needs to be suitable for recycling in order to safeguard an environment-friendly disposal. Otherwise, Supplier may be charged for the disposal and for any connected additional costs. Irrespective of whether a statutory duty to take back packaging is applicable, we may demand Supplier to take back, free of cost, transport packaging and, where applicable, sales packaging.
- 3.4 Supplier's performance and delivery is free of any retention of title of any kind or effect, including any extended reservation of proprietary rights.

4.0 Delivery Time, Default, Procurement Risk, Performance by Third Parties

- 4.1 The delivery date specified in the purchase order is binding. Due delivery on time requires the physical arrival at the place of destination named in the order and, if so agreed, inspection of the delivered goods.
- 4.2 If Supplier is in default, we may claim a contractual penalty in the amount of 0.5% of the total value of the purchase order for each full week of delay, however limited to a maximum aggregate penalty equalling 10% of the total value of the purchase order. We are entitled to claim such penalty in addition to full performance of the Agreement. We undertake to state and declare to Supplier that we reserve contractual penalties within ten working days from any late delivery and, if so stipulated, inspection of the goods delivered. We reserve all further rights and claims.
- 4.3 Supplier has to immediately inform us in writing about any foreseeable delay and include an estimate of the likely duration of the delay. Delivery before the agreed time requires our prior approval.
- 4.4 Supplier bears the procurement risk, provided the goods are not customized products.
- 4.5 Unless we have given our prior written approval, Supplier has its contractual obligations in person and shall not sub-contract to third parties (sub-suppliers).

5.0 Terms of Payment, Late Payment

- 5.1 Invoicing needs to be effected strictly together with the delivery with the respective invoice to be sent by separate post, though. Processing of the invoice requires that the order number specified in the order is quoted in the invoice; Supplier is responsible for all consequences of not observing this obligation, unless he proves he could not comply. We will offset any credit as per the day that we are in possession both of the goods and the invoice.



- 5.2 In case of deliveries within the European Union, the Value Added Tax Registration Number as well as the necessary additional data required for the intra-European Union trade statistics (INTRASTAT) declaration have to be quoted on the delivery note and/or the invoice.
- 5.3 We effect payment upon receipt of both the invoice and the goods at own free choice either within ten days, deducting a 3% discount, or within 30 days, deducting a 2% discount, or by net payment within 60 days. When establishing the date of payment, the date of our payment order to the bank is decisive. Should, contrary to these above terms, a down payment be stipulated, Supplier is required to provide a bank guarantee in the amount of any such down payment.
- 5.4 We do not incur interest after the payment date. The aforesaid shall not limit any statutory right to interest due to payment default; us being in default requires receipt of a prior reminder from Supplier, though.
- 5.5 We reserve any and all statutory set-off claims and rights of retention as well as the plea of non-performance.

6.0 Warranty

- 6.1 Performance of the Agreement as owed requires that all objects to be delivered and all services to be performed are in accordance with the latest standard of technology, meet all applicable legal requirements and all other requirements under any and all regulations and directives of public authorities, of institutions for statutory accident insurance and prevention and of other trade associations (especially under the Machinery and Low Voltage Directives). Respective certificates, if required or customary, are to be handed over to us. Agreed quality characteristics, such as data contained in the technical data sheets provided by Supplier, have to be met.
- 6.2 We inspect the delivered goods within reasonable time regarding any obvious deficiencies in quality or quantity; any complaints are deemed to be sufficiently timely, if received by Supplier within three working days from delivery or, in the case of hidden deficiencies, from discovery.
- 6.3 We are entitled to any and all warranty claims granted by law without any limitation. We may choose between and demand, at our free choice, repair or replacement by new goods. We expressly reserve the right to claim damages, in particular including damages instead of contractual performance. Should repair fail, should danger be imminent or if repair is particularly urgent, we may conduct such repair, on account of Supplier, ourselves or through third parties. All these above rights apply, without limitation, should a part of the composed goods prove defective. Supplier bears any costs and expenses incurred in connection with inspections and tests, modifications and/or subsequent improvements even if retrospectively a defect cannot be proven without doubt; the aforesaid shall not apply, if and insofar as we had knowledge of such or such remained unknown to us due to gross negligence.



- 6.4 Supplier's liability for defects of goods extends to the duty to hold us, upon first demand, safeguarded and indemnify us against any liability and claim for damages by third parties, if and insofar as the cause for such liability or claim falls within Supplier's scope of control and/or organization and only insofar as external liability is given. For the duration of this Agreement, including all warranty periods, Supplier has to take out product liability insurance with a cover for each case of injury, death or damage to property in the amount of 5,000,000.00 EUR; we reserve our right to claim damages in excess of this amount. Upon first request, Supplier has to assign any such insurance claims to us.
- 6.5 Warranty claims become statute-barred after three years from the delivery of the respective goods at the agreed place or, where applicable, after the date of the agreed inspection of compliances, machinery or plants, as specified in the written inspection report; the provisions of Sect. 438 para. 1 No. 1 and 2 of the German Civil Code (BGB) remain unaffected.

7.0 Spare Parts

- 7.1 Supplier has to keep available, and deliver on reasonable terms, spare parts for all goods for the duration of their reasonably to be expected technical life span, however for at least ten years from their delivery.
- 7.2 In case Supplier intends to discontinue the production of certain spare parts, we have to be informed as early as possible about this decision and about the reasonable deadline for a last order. Upon our request, Supplier has to provide us with all the details required for the production of such spare parts such as technical information and descriptions and, where applicable, also with required devices. The use of such information and devices is to be granted free of charge.

8.0 Certificate of Origin, Declaration re. Export Restrictions, REACH

- 8.1 Supplier has to establish and provide the prerequisites required by law in order to establish the Country of Origin of the goods ordered. In particular, the following rules apply:

8.1.1 Preferential Origin

Supplier has to provide a Long-term Supplier's Declaration or a Supplier's Declaration in accordance with what is required under the law current at the time of delivery, at present under the Council Regulation (EC) No 1207/2001 also indicating the Country of Origin and the Commodity code. The mentioning of only "European Union" and/ or "EU" does not suffice. Suppliers from EFTA- signatory states or from Turkey are required to provide us with a Movement Certificate, i.e. the EUR.1 (EFTA) or the A.TR. (Turkey) respectively..



8.1.2 Non-Preferential Origin

If the goods are of third country origin or do not suffice the requirements of preferential origin, Supplier has to provide a valid Certificate of Origin issued by a competent public authority (in the Federal Republic of Germany, this is the International Chamber of Commerce (IHK)) or provide an IHK- certification; any other declaration of origin, f.ex. Supplier's respective declaration as part of the commercial invoice, requires our prior consent in order to suffice and needs to include the confirmation of conformity with the EC Rule of Origin.

- 8.2 In order to fulfill legal export requirements, goods subject to EU- or US- export legislation require detailed identification of the respective export list number according to EC Dual Use Regulation, and of the Export Control Classification Number (ECCN) respectively, as well as of the country of origin of the goods and of the Commodity Code.
- 8.3 Violation of the preceding provisions of 8.1, 8.2: Supplier is liable for any damage arising out of or in connection with any non-conformity with the above. Such damage may include consequences under civil, administrative or criminal law (for example fixing of additional foreign tariffs, customs penalties, fines etc.).
- 8.4 Supplier must strictly adhere to the applicable prohibition of certain substances under the current German and European directives, especially under Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as amended. Supplier has to identify any substances contained in delivered materials, which fall under legal restrictions on use. On our website, we offer for download a list "Prohibited and Restricted Use of Substances" containing an overview of such substances. Offers are to be accompanied by a written statement to the effect that said substances are not contained in the offered material or, respectively, a list of the substances contained including name, CAS-Number and quantity. Any duties of Supplier under the REACH-Regulation remain unaffected. We take due registration and provision of up-to-date, complete safety data sheets for granted as forming part of the fundamental business basis of each order; in a case of non-compliance, we may cancel the respective order and reject delivery.

Should a third party hold us liable because of such non-compliance, Supplier has to safeguard and indemnify us against any liability and reimburse expenses resulting from such non-compliance.

9.0 Place of Performance

Place of performance for all deliveries and services is the agreed place of destination; as far as payments are concerned, place of performance is Cologne, Germany.



10.0 Assignment, Ownership Rights

- 10.1 Supplier may only assign any claims against us with our prior written approval. Supplier hereby guarantees expressly that the delivered goods are free and clear of any liens held by third parties or any other encumbrances and that they are in particular free of any retention of title. Should the goods delivered not comply with said requirement, the Parties herewith already agree on a contingent right to transfer of respective property from Supplier to us.
- 10.2 Supplier is liable for and holds us harmless against any damages, costs (legal fees, court costs, expenses for discovery proceedings or for other evidence preservation procedures) and other disadvantages, including loss of earnings due to not being able to use the delivered goods as planned, resulting from any such rights and claims of third parties.

11.0 Data Protection, Strict Confidentiality

- 11.1 We save and process the contractual data for the purposes of this Agreement in accordance with the German Federal Data Protection Act (BDSG). All data is kept confidential.
- 11.2 Supplier has to keep all data (including digital data), other information and documents provided (such as pictures, graphics) strictly confidential for the duration of this Agreement and thereafter. This obligation only ceases, if and insofar as such data, information or material has fallen into the public domain.

12.0 Venue, Applicable Law, Invalidity Clause

- 12.1 The courts of Cologne, Germany, shall have jurisdiction and venue regarding all disputes out of or in connection with this present Agreement. However, we are entitled to also bring an action against Supplier at the courts with statutory jurisdiction over Supplier.
- 12.2 The entire Agreement is governed by German Law, excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 12.3 Should any provision in these Terms and Conditions of Order and Purchase be or become invalid, such shall not affect the validity of all other provisions or contractual agreements contained herein.