

## General Purchasing Conditions of EasCon GmbH (“EasCon”)

### 1 Order and contract formation

- 1.1 The following General Purchasing Conditions are exclusively definitive for all orders. The terms and conditions of the suppliers do not become part of the contract, even if they are not explicitly ruled out by the buyer.  
If we accept a delivery/service without express contradiction, then in no case may it be deduced from that that we have accepted your delivery conditions. Changes and additions as well as contract-forming explanations of the respective purchase contract must be made in writing (communication by post, fax, or email).
- 1.2 The order confirmation must be received by us within 14 days of the order date.  
If you do not accept our order within two weeks of its reaching you, then we have the right to revoke it. You must draw our explicit attention in writing to any respect in which your acceptance differs from our order, in which case the contract is only formed when such difference has obtained our written consent.
- 1.3 We are only legally bound by the orders that we have placed and/or confirmed in writing. In case of doubt, verbal agreements or arrangements discussed over the phone shall only be binding if confirmed in writing.
- 1.4 All commercial or technical details that are not public knowledge but come to your knowledge as a result of our business relationship must absolutely be treated as business secrets. Corresponding obligations must be imposed on subcontractors. If one of the contract partners discovers that any information to be kept secret has come into the possession of an unauthorized third party, or that any document to be kept confidential has gone missing, then it will advise the other contract partner of that immediately.
- 1.5 We may request changes in what we have ordered that are reasonable for you, even after entering into the contract. In the case of such contract changes the effects on both sides, particularly in respect of additional or lowered costs and of delivery deadline(s), must be taken into consideration appropriately.

### 2 Delivery date and Time of performance, Delays in Delivery, Delivery

- 2.1 The agreed dates are binding and can only be changed with our consent. If you recognize that, for any reason, an agreed appointment cannot be complied with, we must be immediately informed, stating the reasons and the expected duration of the delay in writing.
- 2.2 In the event of a delay in delivery, we are entitled to withdraw from the contract or to assert any other legal claims against you.
- 2.3 We do, by the way, have the right - after fruitless expiry of an appropriate period of grace set by us - at our option, to continue to demand the delivery / service, to announce our withdrawal from the contract with or without compensation in damages, to obtain replacement supplies for ourselves from some third party and/or to assert compensation in damages in lieu of performance. Our claim for the delivery to be made/the service to be provided expires if we declare our withdrawal in writing or if we demand compensation in damages in lieu of performance.
- 2.4 We accept only the quantities or numbers of units that we have ordered. Deliveries that are in excess or fall short are permissible only after agreements have been reached with us in advance.  
Partial or additional deliveries can only be made with our express consent. The same applies if goods are delivered to us before the agreed delivery dates. If necessary, we are entitled, at the expense and risk of the supplier, to return the goods or place them in storage. Until the handover to us, or to the receiving point specified by us, the supplier shall bear both the transport hazard as well as the risk of deterioration or accidental destruction.

### 3 Prices

Agreed prices are fixed prices and include packaging and carriage at no cost to the recipient. Quantity and weight differences will be determined by us on our approved scales and these values will be decisive for the calculation.

### 4 Transportation

- 4.1 The goods are to be sent carriage paid to the destination specified by us. The shipping instructions given in the order form are binding and must be strictly observed. Any costs incurred due to misallocation and the cost of any delay experienced shall be borne by the sending supplier.
- 4.2 All consignments must be accompanied by specific shipping documents. In addition to the order number, they must also include the exact name, quantity, weight, type and packaging of the item to be delivered. These order details must also be indicated in consignment notes and invoices as well as externally visible on packaging and parcel addresses.
- 4.3 Invoices are not considered as shipping notices and may not be attached to the consignment.
- 4.4 If the specific and required shipping documents for a delivery are not included, or if the above-mentioned information is missing in the shipping documents, we are entitled to refuse acceptance or to store the goods at the supplier's expense until completion.

### 5 Invoicing

- 5.1 An invoice is not a valid order confirmation.
- 5.2 Once delivery has been made, or service provided, one set of invoices must be submitted to us in a proper manner with all the documentation pertaining to the following email address: [auftragsabwicklung@eascon.de](mailto:auftragsabwicklung@eascon.de). Invoices that are submitted to us incorrectly will count as having been received by us only when they have been corrected.
- 5.3 For each item of the delivery the respective order numbers as well as the unit and the total prices are to be indicated. The agreed discounts are to be listed by item and deducted from the total item price. The sales tax is to be shown separately.
- 5.4 We have the right to offset your claims against claims owed of EasCon affiliated.

### 6 Payment

- 6.1 Payment is made in the normal trading manner on the payment conditions that have been agreed, provided the delivery/service was free of faults and provided the invoice has arrived.
- 6.2 Unless agreed otherwise in writing, we are entitled to make payments within 30 days less 2% discount from the receipt of the proper invoice.
- 6.3 The payment period for the invoice begins only when the delivery has been fully completed/the service wholly rendered. In the case of performance having been defective or incomplete we have the right to withhold payment in proportion to value until proper fulfilment has taken place.

### 7 Product liability, rights of recourse

- 7.1 If any claims are made on account of defectiveness of any of our products owing to disregard of official safety requirements or on the basis of domestic or foreign product liability regulations, and if that claim is attributable to your merchandise, then we have the right to demand compensation for damages from you to the extent that it is caused by products delivered by you. Such damages also encompass the costs of any precautionary recall campaign.
- 7.2 Should any claim be made on us on account of some fault in our product that is attributable to your merchandise, then §§ 478, 479 of the German Civil Code are correspondingly applied to our rights of recourse vis-à-vis you.
- 7.3 We will mark the items delivered in such a way that they are permanently identifiable as your products.
- 7.4 You must carry out quality assurance that is appropriate in its form and scope and is in line with the latest state of the technology concerned, and you must demonstrate this to us on request. You will – in so far as we consider it necessary to do so – enter into a corresponding quality assurance agreement with us.
- 7.5 You will also insure against all risks arising from product liability including the risk of recall at an appropriate level, and on request present the insurance policy for us to inspect.

## **8 Guarantee**

- 8.1 Delivered goods, plant, documents, etc. must be free of defects and free of rights of third parties, Specifications and regulations given by us must be adhered to and the goods must be suitable for the intended use in accordance with the order. Furthermore, they must comply with all relevant legal requirements and with official regulations and guidelines in their current versions. Quality certificates are to be attached. The supplier guarantees the suitability of the respective construction according to the recognized rules of technology.
- 8.2 If the conditions of 8.1 are not met, we may, even if the goods are already being worked on or processed, or have already been put into operation, claim the statutory warranty provisions at our discretion. All transportation and ancillary expenses associated with replacement deliveries and repairs are always at the expense and risk of the supplier.
- 8.3 The warranty period is 24 months and for plant, equipment and moving parts will be based on a running time of 8,800 hours. The deadline for machinery and equipment begins with the acceptance of the complete delivery. The period for remedying identified minor defects in equipment is determined by the time of acceptance and must not exceed six weeks. The warranty also covers parts manufactured by subcontractors. For repaired or newly delivered parts a new warranty period of 24 months begins with delivery or acceptance.
- 8.4 If the supplier does not confirm a reasonable deadline set by us for correcting the defect immediately, we are entitled in the interest of the reduction of damages, to remedy the defects ourselves at the expense of the supplier, or have them remedied, or to obtain replacements. We decide, after due consideration and prior consultation with the respective supplier, what constitutes an urgent case. The same applies if the supplier, after the setting by us, and unsuccessful expiry of, a reasonable grace period with the warranty is in default. We reserve the right to withdraw from the contract and to claim damages for default.
- 8.5 The warranty period is interrupted in the time span between notification of defects and removal of defects, if the goods are not available for contractual use due to defects that fall under the warranty obligation. The interruption is valid until the time of the declaration by the supplier, not to be able to remedy the defect or until the removal of the defect.
- 8.6 You commit yourselves, in the case of your deliveries/services and also in the case of subcontracted deliveries or ancillary services provided by third parties, to deploy – in so far as it is commercially and technically possible to do so - products and processes that are environmentally friendly. You are liable for the environmental viability of the products delivered and for all consequential losses that arise as a result of dereliction of your statutory duties in respect of waste disposal. Up-to-date safety information leaflets for the first delivery involved must be handed over when you deliver it in each case. You indemnify us against all third party claims of recourse in the event that you have not delivered safety information leaflets to us, or have delivered them late or incompletely. The same applies to all later changes.

## **9 Property rights**

You guarantee and warrant that all deliveries are free from third-party property rights and that patents, licenses or other proprietary rights of third parties are not infringed by the delivery and use of the delivered items. You indemnify us and our customers against third-party claims arising from any infringement of intellectual property rights and also bear all costs incurred by us in this connection. We are entitled to obtain the authorization to use the relevant delivered items with services from the claimant at your expense.

## **10 Implementation, documents and specifications**

All information, drawings and models, etc., which are provided by us to the supplier for the manufacture of the delivery item, as well as the drawings provided by the supplier according to special specifications, etc., may not be used by the supplier for other purposes, reproduced or made available to third parties. Upon request, they must be returned to us without delay, together with all copies and reproductions. If delivery does not take place, then the supplier has to hand them over to us without being requested. The supplier shall treat the order and the related work as a business secret and accordingly treat them confidentially. He is liable for damages including any infringement of intellectual property rights arising from the breach of any of these obligations. Models sent by us, or produced by the supplier at our request, which are our property, must be returned to us immediately upon completion of the order.

## **11 Changes in products and/or procedures**

Suppliers with whom we have on-going business relationships are obligated to inform us, in writing and in good time, if they intend to make any changes in products and/or procedures or any changes in their methods of analysis in relation to the products that we obtain from them.

## **12 Protection of the environment, employment safety, energy efficiency, antidiscrimination (AGG), minimum wage, prevention of accidents and general safety**

- 12.1 You are obliged to comply with the relevant legal requirements and regulations with regard to protection of the environment, employment safety, antidiscrimination (AGG), prevention of accidents, and general plant and transportation safety, to have in place an effect management system in the areas specified, and on request to make available to us appropriate proof and/or allow us to inspect it. Without limiting the generality of the foregoing you must ensure adequately that your employees get to know our Corporate Business Principles concerning quality, environmental protection, energy efficiency, protection of health and safety as well as the relevant legal regulations. You will ensure that your employees shall realize the importance of being compliant with the regulations, our Corporate Business Principles and the potential consequences in case of failure to comply with these policies.
- 12.2 You acknowledge that we purchase energy consuming products by considering energy efficiency criteria.
- 12.3 As part of compliance with the provisions of the General Equal Treatment Act (AGG) you will instruct your employees regularly to prevent discrimination regarding race, ethnic origin, gender, religion, ideology, disability, age, or sexual orientation pursuant to Article 12 (2) AGG. In the event that we are held liable for discrimination of our employees, which is caused by your employees, in particular pursuant to Article 15 (1,2) AGG, you will fully indemnify us against any resulting claims and costs. Upon acceptance of our purchase order you will undertake that your employees are adequately trained and experienced to fulfil their obligations regarding to the principles.
- 12.4 You agree to comply with the German Minimum Wage Act (MiLoG) and the German Employee Posting Act (AEntG) at all times, including but without limitation to payments of the minimum wages in a constant and timely manner. You are obliged to ensure that any of your subcontractors or temporary work agencies also comply with these laws. You agree to indemnify us against any claims to third parties arising from a breach of the laws mentioned in this clause 10.4. This indemnification also applies to any claim made by social insurance institutions and revenue authorities.
- 12.5 Furthermore you shall ensure that your staff deployed is insured by the responsible Employee's Liability Insurance Coverage. To verify the requirements mentioned in this clause 10 you will provide us with relevant supporting documents and/or grant us access to your records on our demand.

## **13 Final provisions**

- 13.1 You do not have the right to pass on the order or substantial parts of the order to third parties without our prior written consent.
- 13.2 If you stop making payments, appoint a provisional liquidator or open insolvency proceedings on your assets, we are entitled to withdraw from the contract in whole or in part.
- 13.3 The goods supplied must conform to the conditions of origin specified in the preferential agreements of the EEC, unless the order confirmation expressly states otherwise.

## **14. Place of delivery and jurisdiction**

The place of delivery is the place of receipt named by us. Jurisdiction: Hamburg.  
The law of the Federal Republic of Germany will be applied exclusively, to the exclusion of the UN Convention on the International Sale of Goods of 11 April 1980.