



Kaiserstraße 30 • 90763 Fürth • Germany
2016/12/10

ALLGEMEINE EINKAUFSBEDINGUNGEN

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1.Preamble

These Standard Terms and Conditions for the Purchase of Goods and/or Supply of Services of GGP Metalpowder AG (hereinafter referred to as GGP) shall exclusively apply, save as varied by express agreement accepted in writing by both parties. These Conditions shall also apply if the GGP accepts delivery of goods and/or services under the existence of the seller's as the case may be service provider's (seller and service provider hereinafter referred to as "seller") contradictory Standard terms not being subject of the contract. Any agreement being concluded between GGP and seller shall only be binding between the parties if they are laid down in writing. Any conditional or different terms proposed by the seller are objected to and will not binding upon GGP unless assented in writing by GGP. These conditions shall govern any future individual contract of purchase between GGP and seller to the exclusion of any other terms and conditions. These provisions extend to standard contract conditions which are used in a contract with a merchant in the course of business only.

2.Formation of a Contract

The contract shall be deemed to have been entered to when, upon receipt of an order, the seller has sent an acceptance in writing, the time limit of fourteen days hereby fixed by GGP. Any weights, dimensions, capacities, prices, performance ratings or any other data contained in GGP's specifications, catalogues, circulars, advertisements or price lists constitute an approximate guide and shall not be binding save to the extent that they are by reference expressly included in a contract. Any such data submitted to the seller prior or subsequent to the formation of the contract remain the exclusive property of GGP. They must not be communicated to a third party.

3.Price of the goods

The price of the order or the seller's quotation and offer as accepted by GGP shall be binding and shall be based on "delivery duty paid" in accordance with the Interpretation of Trade Terms (Incoterms 2000) of the International Chamber of Commerce. Prices as agreed upon shall include the cost of packaging or protection required under normal transport conditions to prevent damage, and shall also include any applicable value added tax (VAT).

4.Terms of payment

Payment shall be made in the manner and at the time or times agreed by the parties. If not agreed upon otherwise, payment for the delivery shall be made within thirty days after delivery and receipt of invoice with a 2% discount or within sixty days net. Any costs arising out of the payment transaction have to be borne by the seller.

5.Delivery

Delivery shall be effected on due date as fixed in the contract or the order of purchase being subject to the contract. The seller is obliged to give notice in writing to the buyer if a delay in delivery is to be expected. If the seller fails for any reason whatsoever to effect delivery on due date GGP shall be entitled by notice in writing to the seller to recover from the seller any loss suffered by reason of such failure (i.e. additional costs for transportation, insurance, storage etc.).

6.Transfer of Risks

Save as provided in an individual contractual agreement the time at which the risk of damage to or loss of the goods shall be fixed in accordance with the Interpretation of Trade Terms (Incoterms 2000) of the International Chamber of Commerce. If no further indication is given in an individual contract of purchase, the goods shall be



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deemed to be sold δ DDPö (Delivery Duty Paid, Incoterms 2000).

7. Warranties

7.1. Warranties relating to the quality of goods
The seller warrants that all goods delivered will be free from any material defect and conform to agreed specifications. Seller's warranties hereunder shall extend to any defect or non-conformity arising or manifesting itself within two years after delivery. With respects to goods not in accordance with any such warranties, GGP, without waiving any rights or remedies provided by law and/or elsewhere under these Standard Terms and Conditions, may require the seller to correct or replace such goods at the seller's risk and expense or refund such portion of the price as is equitable under the circumstances. Any goods corrected or replaced shall be subject to the provisions of these Standard Terms and Conditions in the same manner as those originally delivered hereunder.

7.2. Warranty of compliance with laws
The seller warrants and undertakes to GGP that in the performance of any contract of sale between the parties he will comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental, state or other authority.

7.2. Warranty of Title
The seller warrants that the goods are in his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hirepurchase, conditional sale or credit sale agreement and according to EU - standards, DIN - standards, environmental protection standards as well as all other statutory regulations which are relevant at the time of the delivery.

8. Miscellaneous Clauses

These Standard Terms and Conditions supersede and invalidate all other commitments and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the date the contract is signed. This agreement shall not be assigned or transferred by either party without the written consent of the other. Each party shall be responsible for all its legal, accountancy or other costs and expenses incurred in the performance of its obligation hereunder. If any of these Standard Terms and Conditions, in whole or in part, is unenforceable, the enforceability of the remaining Standard Terms and Conditions (or the remaining part) will not be affected. These Standard Terms and Conditions have been executed in both, German and English language. Both versions shall be equally authentic. In case of any discrepancies or differences in interpretation between the English and German version, the German version shall prevail.

9. Applicable Law; Place of Jurisdiction

These Standard Terms and Conditions shall be governed by and construed in accordance with German law and each party agrees to submit the jurisdiction of the courts having jurisdiction for GGP. GGP shall have the right to bring a claim before a court at the buyer's principal place of business or at its discretion before any other court being competent according to any national or international law.

10. Management standards

The quality and environmental management standard (DIN ISO 9001 and DIN ISO 14001) of the Customer are to be complied with the supplier.

Decisive is respectively the version which is valid at the time of the order of DIN ISO 9001 and DIN ISO 14001.