General Terms & Conditions of Purchase

1. Preamble

1.1 The following terms and conditions of purchase apply to all purchase, work and work, work or service contracts concluded by PVL GmbH (hereinafter: us) as well as similar contracts that we conclude with our contractual partners, unless mandatory statutory provisions conflict with this and unless otherwise specified in the contracts themselves or in our order letters.

1.2 Deviating, conflicting or supplementary general terms and conditions of our contractual partners shall not apply unless we have expressly agreed to their validity in writing by one of our General Managers. This approval requirement applies without exception, in particular even if we do not separately object to their deliveries and services in the knowledge of the general terms and conditions of our contractual partners. Insofar as our contractual partners do not want these terms and conditions of purchase and order to apply, it must expressly object in writing within a period of 10 days, calculated from the dispatch of our order, to which these conditions are enclosed. General terms and conditions, terms of delivery and payment of our contractual partner shall not become part of the contract even if these are sent to us in an order confirmation or in a commercial confirmation letter and our contractual partner carries out the delivery or service without prior objection by us. Unless otherwise expressly agreed, the orders placed by us with our Terms and Conditions of Purchase and Order shall be deemed to be part of the contract in any case if our contractual partner begins to execute the order without timely objection to our Terms and Conditions of Purchase and Order.

2. Contract

2.1 Our inquiries are always non-binding.

2.2 All orders, orders, ancillary agreements as well as changes and/or additions thereto are only binding if they are made in the original in writing or in electronic form by us.

2.3 Our contractual partner is obliged to expressly point out any deviations between an inquiry from us and his offer as well as any deviations between our order and his offer. In all cases of such deviations, a contract with the content of your offer is only concluded with the express written consent of us.

3. Delivery periods and delivery dates, delay in delivery

3.1 The agreed delivery periods and delivery dates must always be binding and strictly adhered to. The delivery period begins with the date stated on our order or on our order confirmation. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at the place of receipt or use specified by us or the timeliness of the necessary acceptance.

3.2 If our contractual partner recognizes that an agreed date cannot be met for any reason, it must inform us immediately in writing, stating the reasons and the expected duration of the delay. In the event of a breach of this obligation, we shall be compensated for the damage caused by the omission of the notification; further claims for compensation for damage caused by delay remain unaffected.

3.3 Our contractual partner is obliged to compensate us for all direct and indirect damages caused by delay.

3.4 If the agreed delivery date is not adhered to due to a circumstance for which our contractual partner is responsible, we shall be entitled, after the inconclusive expiry of a reasonable grace period set by us, to demand damages due to non-performance at our discretion or to obtain compensation from a third party or to withdraw from the contract.

3.5 Our contractual partner can only invoke the absence of necessary documents to be supplied by us if it has issued a written reminder and has not received the documents within a reasonable period of time.

3.6 Force majeure and labor disputes release the contracting parties from the performance obligations for the duration of the disruption and to the extent of its effect. We and our contractual partners are obliged to provide the necessary information immediately within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

We are released from the obligation to accept the ordered delivery/service in whole or in part and are entitled to withdraw from the contract in this respect if the delivery/service can no longer be used by us due to the delay caused by the force majeure or the industrial dispute, taking into account economic aspects.

3.7 We are not obliged to accept the goods before the agreed delivery date has expired. In the event of earlier delivery than agreed, we reserve the right to return the goods at your expense. If no return is made in the event of early delivery, the goods shall be stored with us until the delivery date at the expense and risk of our contractual partners. A premature delivery to which we have not agreed shall not affect a payment period that may be tied to the intended delivery date. In the event of early delivery, we therefore reserve the right to make payment only on the agreed due date.

3.8 Excess deliveries and services will not be remunerated, short deliveries and services will not be accepted. We only accept partial deliveries after express agreement. In the case of agreed partial shipments, the remaining quantity must be listed.

4. Prices

All agreed prices are fixed prices and exclude additional claims of any kind. Price sliding clauses used by our contractual partner are not accepted by us. All prices are exclusive of the statutory value added tax, even if this is not shown separately. This also applies to any ancillary services that you may have to provide.

5. Spare parts and readiness for delivery

5.1 Our contractual partner is obliged to deliver spare parts for the period of normal technical use, but at least fifteen years after the last delivery of the delivery item on reasonable terms.

5.2 If our contractual partner discontinues the delivery of the spare parts after expiry of the period specified in section 5.1 or the delivery of the delivery item during this period, the customer must be given the opportunity to place a final order.

6. Delivery and shipping, transfer of risk

6.1 Delivery and shipping are free of all expenses at the expense and risk of our contractual partner, including costs for packaging, insurance, customs, import duties, transport and ancillary costs, in particular rolling fees, as well as other expenses, to the place of receipt designated by us, or, if that is not prescribed, to our place of business. In the case of delivery to a receiving point designated by us, both the shipping costs and any fees and costs incurred by us with the receipt of the goods as well as other ancillary fees and expenses shall be borne by our contractual partner.

6.2 If a price calculation ex works or ex sales warehouse of our contractual partner has been agreed, the shipments are to be transported at the lowest costs in each case, unless we expressly prescribe a specific mode of transport.

6.3 Even in the aforementioned cases, the risk shall only pass to us upon receipt of the goods or services by us.

6.4 At our request, transport packaging must be taken back by our contractual partner free of charge in accordance with the Packaging Ordinance or disposed of at his expense.

7. Maturity

7.1 Apart from specially agreed terms of payment and due date, the due date of all claims of our contractual partner against us requires an auditable invoice that meets our requirements and the complete and defect-free fulfilment by our contractual partner.

7.2 Unless otherwise agreed, discount and payment periods shall only begin to run from the date of receipt of the defect-free delivery and service or the proper invoice, in each case from the later of the two dates.

7.3 Unless otherwise agreed in writing, payment shall be made within 30 days from the end of the month of the invoice date without deduction. The statutory provisions shall apply to the occurrence of our default. In any case, however, a reminder by our contractual partner is required.

8. Assignments, offsetting

8.1 Claims of our contractual partner against us can only be assigned with our written consent.

8.2 Offsetting by our contractual partner against us is excluded if the claim is disputed by us or has not been legally established.

9. Transfer of ownership

The delivered goods shall become our unrestricted property upon payment. We do not accept any security in favor of our contractual partner that goes beyond the simple retention of title of our contractual partner, such as forms of extension or extension of the retention of title, in particular a current account retention of title or an advance assignment of claims from the resale of the reserved goods, and are ineffective in this respect. We may dispose of goods subject to retention of title in the ordinary course of business.

10. Inspection and notification obligations

The obligation to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code) is two weeks for us from receipt of the goods by us.

11. Warranty

11.1 We are entitled to the statutory warranty claims in full. Irrespective of this, we are entitled to demand that our contractual partner remedy the defect or deliver a replacement at our discretion. In this case, our contractual partner shall bear the expenses necessary for the purpose of remedying the defect or delivering a replacement. The right to compensation for damages is reserved.

11.2 The warranty period is 36 months from handover of the delivery item to us.

11.3 Our contractual partner guarantees and assures that all services/deliveries comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and professional associations. In particular, our contractual partner assures that all environmental laws and official requirements as well as other environmentally relevant provisions are complied with when manufacturing or procuring the delivered product or service . If deviations from these regulations are necessary in individual cases, our consent must be obtained. If our contractual partner has doubts about the type of execution or use of the delivery item desired by us, it must inform us immediately in writing.

11.4 In all cases of a warranty obligation of our contractual partner, we are entitled, but not obliged, to carry out or have carried out the removal of a defect after setting a prior deadline at the expense of our contractual partner in any case. Likewise, we are entitled, but not obliged, to procure a replacement for a defectively delivered item elsewhere at the expense of our contractual partner. The right to compensation for breaches of duty remains unaffected.

11.5 In urgent cases or if danger is imminent and in each case after prior notification of the contracting parties or if our contractual partner is in default with the fulfilment of its warranty obligations, we are entitled to take the necessary measures at the expense and risk of our contractual partner. and without prejudice to its further warranty obligations, to carry them out themselves or have them carried out by a third party. All costs incurred, including, without limitation, for disassembly, assembly, freight, packaging, insurance, customs duties and other public charges, tests and technical acceptances, shall be borne by our contractual partner.

12. Product liability

12.1 If claims are asserted against us due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to a defectiveness of our delivery or service that can be traced

back to the delivery item of our contractual partner, we are entitled to demand compensation for this damage insofar as it is caused by the products delivered by our contractual partner. This damage includes all costs, even indirectly caused.

12.2 Our contractual partner shall mark the delivery items in such a way that they are permanently recognizable as its products. Our contractual partner must carry out a quality management system that is suitable in terms of type and scope and corresponds to the latest state of the art and prove this to us upon request. If we deem it necessary, we will conclude a corresponding quality management agreement with him.

12.3 Our contractual partner will also insure himself against all risks arising from product liability, including the recall risk, in an appropriate amount and, upon request, submit the insurance policy to us for inspection.

12.4 Environment, hazardous substances, dangerous goods: With regard to the storage of hazardous substances and the transport of dangerous goods, our contractual partner is obliged to comply with the applicable laws, regulations and regulations.

12.5 Our contractual partner is obliged to deliver only goods that have been manufactured in accordance with the ROHS guidelines.

12.6 Our contractual partner guarantees that the delivered goods fully comply with the provisions of the European regulation REACH (EC. No 1907/2006). In particular, it guarantees that its goods do not release any substances under normal or reasonably foreseeable conditions of use and do not contain any substances above 0.1 percent by mass (w/w) per separate component of the goods that meet the criteria in accordance with Art. 57 REACH (particularly problematic substances), in particular according to Art. 59 para. 1 REACH; this applies in particular to the substances listed in Annex XVII REACH.

12.7 The obligation of our contractual partner to comply with the Ordinance on the Prevention of Packaging Waste (BGBI. 1234 ff.) shall be deemed to be binding.

13. Payment, payment consequences

13.1 A payment by us does not in any case constitute a confirmation of a contestable or void legal transaction. Likewise, it does not imply recognition of billing.

13.2 In the event of faulty delivery, we shall be entitled to withhold payment on a pro rata basis until proper fulfilment.

14. Data

14.1 Before the start of production, workshop and assembly work, all drawings and technical documents must be discussed with us. The approved documents form the basis of production and assembly. Our contractual partner is obliged to transfer ownership of them to us free of charge. The intellectual property of them is not affected by this.

14.2 Our consent to drawings, calculations and other technical documents shall not affect the warranty and guarantee obligations of our contractual partner with regard to the delivery item. This also applies to suggestions and recommendations on our part, unless expressly agreed otherwise. All execution documents may only be used for the agreed purpose and made accessible to third parties only to this extent. After completion of the order, they must be returned to us unsolicited and free of charge.

14.3 We reserve all rights to the drawings produced according to our specifications.

15. Confidentiality obligation

15.1 Our contractual partner is obliged to regard the orders and the related details as a trade secret, unless an express written agreement to the contrary has been made. This also applies after termination of the

business relationship.

15.2 Our contractual partner undertakes to impose the obligation of secrecy listed in Section 15.1 above on all its employees, agents and/or subcontractors and their employees and to ensure compliance with the obligation by employees, agents and/or subcontractors as well as their employees, also for the time after execution of the order, etc., by appropriate measures.

15.3 Our contractual partner is liable for all damages incurred by us as a result of a culpable violation of the above obligations.

16. Place of performance, place of jurisdiction

16.1 Place of performance and exclusive place of jurisdiction for all mutual claims and obligations is Cadolzburg or the registered office of the relevant branch.

16.2 The contract, including the future legal relationship between us and our contractual partners, is exclusively subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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