

General Terms of Purchase of Idepro GmbH, Bad Sobernheim

§1

General - Scope of Application

- (1) The present Terms of Purchase of Idepro GmbH (hereinafter referred to as "Buyer") shall apply exclusively for all present and future transactions until revoked; any opposing terms of the supplier or any terms of the supplier in derogation of the present Terms shall apply only upon the Buyer's written consent. The present Terms shall apply even if the Buyer accepts delivery without reservation in the knowledge of such opposing terms or terms of the supplier in derogation of the present Terms. Failure to reply either way shall not be deemed an acceptance.
- (2) All agreements concerning the performance of the Agreement between Buyer and supplier must be set out in writing.
- (3) The present Terms of Purchase shall apply only vis-à-vis merchants (entrepreneurs as defined by Sec. 310 para. 1 of the German Civil Code [Bürgerliches Gesetzbuch – BGB]).

§2

Prices - Terms of Payment

- (1) The price stated in the order form shall be binding. In the absence of deviating written agreements the price shall include delivery "free domicile" and packaging.
- (2) The Buyer shall process invoices which must be sent to the Buyer by mail and in duplicate only if such invoices include the order number and specify the delivery location in accordance with the requirements as stipulated in the order form. The supplier shall be responsible for any consequences arising from the non-compliance with this obligation.
- (3) Payments shall be due within 30 days of delivery and receipt of invoice. Unless otherwise agreed, the Buyer shall pay the purchase price within fourteen (14) days of delivery and receipt of invoice with a 3% discount or net within thirty (30) days of receipt of invoice.
- (4) The Buyer is entitled to set-off and retention rights to the extent stipulated by statutory provisions.

§3

Delivery Period

- (1) The delivery time stated in the order form shall be binding.
- (2) The supplier shall notify the Buyer without delay in writing if circumstances occur or become discernable which indicate that the agreed delivery time cannot be adhered to.
- (3) In the event of default in delivery the Buyer shall be entitled to the statutory claims. In particular after fruitless expiry of a reasonable extension period the Buyer may demand damages in lieu of performance. If a contractual penalty is agreed, it shall suffice if the Buyer contrary to Sec. 341 para. 3 BGB asserts such contractual penalty only upon final payment of the goods.

§4

Transfer of Risk - Documents - Packaging

- (1) Unless agreed otherwise, delivery shall take place with proper packaging at the expense and risk of the supplier. A type of packaging shall be selected that can be easily recycled. Any other types of packaging shall be returned subject to charge. The return of packaging requires a specific agreement.
- (2) The supplier shall indicate on all shipping documents and delivery notes the Buyer's order number and delivery location. The Buyer shall not be liable for any delays in processing which are inevitable because order numbers have been omitted.

§5

Defects - Inspection - Liability

- (1) The Buyer shall inspect the goods within a reasonable period for any deviations in quality or quantity. Notifications received by the supplier within a period of eight working days as of the discovery of the defect shall be deemed to have been made in good time.
- (2) The Buyer shall be entitled without restriction to any statutory claims for defects, also with respect to quality. Independent of this, the Buyer shall be free to choose between rectification of the defect or replacement delivery. In this case the supplier shall bear all expenditure required for rectification of the defect or replacement delivery. The right to claim damages, e.g. instead of indemnification is reserved.

- (3) The limitation period for claims for defects is 24 months from transfer of risk.
- (4) To the extent that the goods delivered Buyer are installed by the Buyer in consumer goods to be manufactured or used for such goods, the following provisions shall apply in addition:

If, as a result of supplier recourse against the Buyer, claims are asserted against the Buyer for reimbursement of expenses or any other claims for damages, reduction in purchase price or rescission, and if the defect in the consumer goods asserted vis-à-vis the Buyer results from a defect in the goods delivered, the claims for such defects shall become statute-barred in accordance with the provisions on the supplier recourse so that such statute-barring of the Buyer's claims is tolled until two months after the date on which the Buyer has fulfilled the requirements of its customer. However, the suspension of expiration shall end at the latest five years after delivery of the goods to the Buyer.

§6

Product Liability – Indemnification – Third-Party Liability Insurance Cover

- (1) To the extent the supplier is liable for damage to a product it shall indemnify the Buyer from any third-party claims for damages on first demand to the extent that the cause is within its sphere of control or organisation and the supplier itself is liable in the external relationship.
- (2) Within this scope the supplier shall also reimburse any expenditure resulting from, or in connection with, any necessary recall actions by the Buyer, inasmuch as the Buyer and/or the supplier are obliged to this recall action in accordance with contractual, tortious and/or under public law regulations. The Buyer shall notify the supplier of content and scope of the recall action to be carried out and - to the extent possible and reasonable – give the Buyer the opportunity to make a statement thereon.
- (3) The supplier undertakes to maintain product liability insurance cover with a lump-sum insurance cover of 3 million euros per instance of personal damage, damage to property and/or pecuniary damage in connection with products. This shall not affect further claims for damages of the Buyer.

§7

Intellectual Property Rights

- (1) The supplier guarantees that no third-party intellectual property rights in Germany or abroad are infringed by any deliveries of the supplier.
- (2) Should any third-party claims be asserted against the Buyer resulting from such intellectual property rights, the supplier shall indemnify the Buyer from such claims on the Buyer's first written demand, irrespective of any intent or negligence on the part of the supplier.
- (3) The supplier's indemnification obligation shall cover all expenses necessarily incurred by the Buyer as a result of, or in connection with, any third-party claims.

§8

Place of Performance - Place of Jurisdiction - Miscellaneous

- (1) The laws of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of performance and place of jurisdiction is 55566 Bad Sobernheim. We may also bring claims at the place of the supplier's registered office.
- (2) Inasmuch as supplier and Buyer agree-upon the validity of an international trade clause („Incoterms@2010“) worked-out by the International Chamber of Commerce (ICC) for the contract, this Incoterm clause has priority in case it should conflict with these terms and conditions of delivery.
- (3) Should one of the provisions of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected thereby.

Note:

We store and process business-related personal data.
Any references of the supplier to business relationships existing with us for advertising purposes require our express consent.

As of: 2012