



**J.D. NEUHAUS**  
powered by air!

## Purchasing Conditions

Status: May 2003

### 1. **General provisions**

The following Purchasing Conditions apply exclusively for our orders, unless another agreement has been made in writing. Acceptance or execution of an order by the supplier represents agreement to these Purchasing Conditions. This also applies where the supplier states his own conditions in the offer or acceptance of order, expressly excludes others and this is not objected to by us. Verbal orders and agreements, amendments or modifications are subject to our written confirmation.

### 2. **Acceptance of order**

Acceptance of an order made by us shall be confirmed without delay, indicating the order number, price, delivery period and contents of the order. The order is binding upon us only if the supplier has confirmed receipt in writing within 14 days at the latest. Should this not be the case, we reserve the right to cancel the contract partially or completely without obligation to pay damages.

### 3. **Prices**

The agreed prices are fixed prices, free buyer's address. They include all costs including packaging and shipping, excluding VAT. We expressly disallow price reserves. The price lists available to us shall only be altered with a 1 month term of notice from the end of the month. New prices come into force only when acknowledged in writing by us. Packaging costs are paid upon express agreement only.

### 4. **Delivery period**

Agreed delivery periods shall be strictly adhered to. The relevant stipulated periods apply to receipt of the ordered goods at our plant. As soon as changes in the delivery period are identified, the supplier shall notify us without delay in writing with details of the reasons for and duration of the delay. The assertion of damage claims and/or other statutory rights in the case of delays is not excluded thereby. If scheduled delivery dates are exceeded, a warning is automatically deemed to be issued with the effect that the shortest statutory period of grace begins from that date. In the event that acceptance of delivery by us is prevented due to vis major, e.g. strikes or similar industrial action, lock-outs etc., this shall not constitute default of acceptance. Partial deliveries are permissible only upon express agreement. In cases of vis major, we reserve the right to cancel a contract in cases where it has not yet been fulfilled at the relevant time.

### 5. **Shipping**

Shipments shall be delivered to the address provided by us. All shipping documents and notifications of dispatch shall contain the company reference numbers and order information stipulated by us. Notifications of dispatch shall be sent to us without delay following shipment. Each delivery shall be accompanied by a delivery note in duplicate, which shall contain all the order details and the information contained in any relevant test certificates. We will accept only the quantities ordered by us. Overdeliveries or underdeliveries are only permissible where previously agreed by us. Obligation to take back packaging is in accordance with the statutory provisions. All goods shall be packaged so as to prevent damage during transit. Only environmentally friendly packaging materials shall be employed. Should, in exceptional circumstances, packaging be invoiced to us, we reserve the right to return such packaging to the supplier, carriage paid, against a credit note to the amount of 2/3 of the value indicated on the invoice.

### 6. **Passage of risk**

The risk of loss or deterioration shall be borne by the supplier until delivery of the goods or until delivery to the place of destination by the carrier, even if the items are delivered ex works in accordance with a special agreement. The cost of insurance for the value of the goods will be met by us only insofar as this has been previously agreed to in writing.

### 7. **Invoice and payment**

Separate invoices in duplicate shall be made out for each order, whereby the duplicate copy shall be marked clearly as such. Invoices shall on no account be attached to the goods. The order information specified in the order shall be repeated in full in the invoice. Improperly submitted orders (e.g. incorrectly addressed) are deemed to have been received by us only at the time of correction. Insofar as test certificates and other materials certificates have been agreed upon, these constitute an essential component of the delivery and are to be sent to us together with the delivery. At the latest, however, such certificates shall be sent to us together with the invoice. The period allowed for payment shall begin only upon receipt of such certificates. Payments will be

made within 21 days after receipt of the goods, less 3% discount, or net after 30 days.

An assignment of claims on the part of the supplier under the contract is only admissible with our prior written permission, which cannot be refused without grounds.

In the event of a delivery earlier than agreed, we reserve the right to make payment only on the agreed due date.

**8. Quality and documentation**

Upon request, the supplier shall provide us with evidence of an efficient, reliable and uniform provision of service, supported by process capability studies. Upon request, the supplier shall disclose to us the inspection and control parameters for the monitoring of production as well as the criteria, systems, methods and frequencies of the internal and external inspections performed on the products. The supplier is responsible for the quality of the items supplied and he pledges to carry out suitable quality assurance and documentation measures. The quality of the items delivered shall be at least equal to that of comparable competitors, and shall fulfil all statutory requirements. Moreover, the supplier shall inform us of any planned changes in production or inspection processes. The supplier shall grant us the opportunity to convince ourselves that the quality assurance measures are implemented to the necessary extent and that the associated duty of documentation is observed. On this occasion, the supplier shall allow us, upon appointment and at any time, to visit the production and testing facilities and to inspect the production and inspection records, including the documentation.

**9. Guarantee, warranty**

The supplier undertakes to only supply products and services which comply with the agreed technical conditions, the current technological standard and the statutory requirements. He is liable for and warrants the maintenance of all safety and other regulations, for example accident prevention rules. Should some individual terms and conditions of our order not correspond to these basic principles, the supplier shall inform us thereof unsolicited, including all the relevant information and documentation, and request a response from us prior to acceptance and acknowledgement of the order. The supplier undertakes to employ environmentally friendly products and processes within the scope of the economic and technical possibilities available; this also applies to subcontracts or incidental services provided by third parties. Upon request, the supplier shall make out a procurement certificate for the goods supplied. Outstanding defects with regard to deliveries/services will be reported by us in writing as soon as such are identified in accordance with the proper rules of business.

Defects with regard to deliveries/services notified during the warranty period, which include non-observance of guaranteed tolerances and the absence of warranted characteristics, the supplier shall remedy these upon request without delay and free of charge, including all additional expenses, by means of subsequent improvement or new delivery as specified by us. In addition, we are entitled to all statutory claims, in particular claims with regard to cancellation, abatement, replacement and damages.

Following the unsuccessful expiry of a reasonable time limit set by us for subsequent improvement or new delivery, we are entitled to the statutory rights of cancellation and abatement. We expressly reserve the right to make claims for damages. The warranty period is of 2 years unless expressly agreed otherwise.

**10. Product liability**

The relevant statutory regulations apply with regard to product and manufacturer's liability. Irrespective of these statutory regulations, we are entitled to carry out at the supplier's expense any objectively necessary measures to prevent impending product liability claims caused by the supplier from occurring or being asserted, even prior to such claims being made by third parties. We will inform the supplier without delay with regard to the intended measures. Prior to carrying out such measures, we will provide an opportunity for the supplier to propose suitable measures of his own forthwith.

**11. Drawings**

All the drawings, samples, specifications or other information issuing from the subsequent business dealings which result from the execution of orders remain our property and shall be protected from unauthorised access and/or use. Such documents shall not be duplicated, made available to third parties or employed for other purposes. This confidentiality continues to apply after the end of the contract. Insofar as individual parts of such documents are marked as being particularly confidential in nature, the supplier bears full responsibility for himself and his employees with regard to the appropriate treatment of these with regard to all unauthorised third parties.

**12. Tools and models**

Insofar as the order includes the assumption of tooling and/or model costs or proportionate

tooling costs - regardless of whether these are explicitly mentioned or included in the purchase price - such tools and models become our property with the fulfilment of the order. They shall be stored for us by the supplier free of charge, ensuring the appropriate care and safekeeping, including adequate insurance against fire, water and theft, in lieu of providing them to us.

By accepting the order, the supplier agrees to provide us with the tools, models etc. at our discretion, and waives the right to any objection thereto.

**13. Provision of materials**

Materials delivered for us, e.g. for the execution of orders, remain our property. The supplier waives the right to acquisition of ownership according to sections 946 ff of the German Civil Code.

**14. Transfer of contract**

The transfer of our order to third parties without our prior written permission is not permissible and entitles us to withdraw from the contract fully or in part and to make claims for damages. Should the supplier be unable to perform significant individual parts of the work entrusted to him, or if he does not produce the relevant parts himself, he shall inform us thereof at the latest upon acceptance of the order.

**15. Place of performance and legal venue**

German law applies, as between German nationals resident in Germany. The place of performance for all deliveries and supplier's services is Witten. The legal venue for all disputes shall be the seat of the local or district court having jurisdiction for Witten, or the supplier's general legal venue, as specified by us. Statutory regulations regarding exclusive jurisdiction remain unaffected.

**16. Final provisions**

Should individual parts of these Conditions be legally ineffective, the validity of the remaining provisions is not affected thereby.