
GENERAL TERMS AND CONDITIONS FOR PURCHASE

1. For all legal ties between the Supplier and Bormann GmbH, Neusäß (hereinafter „BORMANN“) exclusively these BORMANN GENERAL TERMS AND CONDITIONS FOR PURCHASE apply. General Terms and Conditions of the Supplier only apply insofar as BORMANN has approved them explicitly in written form.

2. Order and acceptance, any amendment and any addendum have to be made in writing. Oral sub-agreements are invalid.

3. If no differing agreement has been made in written form, the invoices must be sent to BORMANN in two executions. They must contain supplier number, order number and the calendar date of the order. The Supplier is not entitled to assign or to have any third party collect his claims against BORMANN; this does not apply for the prolonged retention of title. An assignment of claim is only possible if BORMANN explicitly consents in written form.

4. The contractual partners undertake to treat all internal matters, which they come to know in the course of the business relationship, as a trade secret. The Supplier is only entitled to use the fact of the business relationship for promotion purposes if BORMANN has consented in advance in writing. Drawings, designs models, patterns, samples and similar items as well as confidential information, which BORMANN provides to the Supplier or which are paid for by BORMANN, remain the property of BORMANN. They must not be handed out to or in other way made accessible to any third party, and they may only be used for deliveries to third parties with prior written consent of BORMANN. The Supplier has to commit sub-suppliers accordingly.

5. If the Supplier does not comply with the stipulated time and date of delivery, BORMANN is entitled to withdraw from the contract and to demand damages for non-performance without warning notice and without specifying an additional period of time for performance.

6. Force majeure, collective action and civil commotions exempt the contractual partners from their duty of performance for the duration of the disruption and in the scope of its effect also in case of default.

7. For his deliveries or performances the Supplier must comply to the latest state-of-the-art-technology, safety regulations and to the stipulated technical data. This also applies to the applicable legal provisions relating to environmental protection, human rights and distortion of competition. For materials, which – due to laws, acts, other regulations or due to their composition and their effect on the environment – have to be processed or treated in a special way regarding packing, transport, storing, handling and disposal, the Supplier will transfer to BORMANN a completely completed safety data sheet according to DIN 52900 and a correct and appropriate accident procedures sheet (transport). In the event of changes of the materials or the legal situation the Supplier will transfer to BORMANN updated data and procedures sheets.

8. The beginning of the period of time for payment and trade discount is the receipt of goods at BORMANN's or the receipt of the original invoice of the Supplier at BORMANN's, depending on what occurs later. The payment is effected 14 days after the beginning of the period of time with 3 % trade discount or 30 days after the beginning of the period of time strictly net. If within the period of time for the trade discount BORMANN detects that the delivered goods are incomplete or defective, then the above mentioned beginning of the period of time is deferred until such time as the delivery is completed respectively as the defect is definitively cured. The payment process of BORMANN is effected at any one time on the Monday which is directly following the end of the beginning of the period of time.

9. If the period of time for warranty is not agreed upon separately, then it amounts to 36 months, if not a longer-lasting period of time for warranty is applicable by law or contract. BORMANN must report defects of the delivery or the performance to the Supplier in writing and without undue delay, as soon as they are detected due to the conditions of a orderly business process

10. The Supplier is liable for claims, which result by any contractual use of the deliveries and performances from the infringement of property rights chartered or applied for. The Supplier indemnifies BORMANN from all claims arising from the use of such rights. With the delivery of a copyrighted work, the Supplier grants to BORMANN an exclusive right to use, to re-assignment and to resale.

11. The delivery has to be effected free buyer's address. The costs for packing are included in the purchase price. The packaging has – as far as the stipulated price is not understood packing included – to be billed at cost price. Supplier has to prove the cost price by supporting documents when indicated. Returnable packaging has to be clearly labelled as such and has to be declared in the accompanying documents with its number of units. The pallets used for transport have to be in proper condition. In case of delivery of defective pool pallets BORMANN is entitled to bill those to Supplier. Regulations and specifications about the way of packaging have to be strictly observed. Deviations are regarded as essential defects of the delivered goods. The packaging billed or provided by the Supplier will - at the expense of Supplier - be returned to the Supplier, disposed of or brought to recycling.

12. Risk of transport: the goods travel at the risk of the Supplier.

13. If the Supplier stops payments, or if insolvency proceedings are opened against Supplier's assets or are rejected due to lack of mass, or if composition proceedings are conducted, then BORMANN is entitled to withdraw from the contract for the unperformed part of the contract.

14. Property rights: The Supplier warrants that in connection with his delivery no rights of third parties inside of Europe are infringed. If BORMANN is held liable by a third party for such infringement, then the Supplier is obligated to indemnify BORMANN from all such claims on first written demand; BORMANN is not obligated to close any agreements or settlement with this third party without consent of the Supplier. The duty of the Supplier to indemnify BORMANN applies to all expenditures arising from or in connection with the claiming by a third party.

15. Material provided by BORMANN remain in the property of BORMANN and have to be stored, marked and administered separately and free of charge. Their use is only permitted for orders of BORMANN. In case of depreciation or loss Supplier has to pay damages. This also applies for billed surrender of material which has to be used with the respective order. Any treating or processing of the material is conducted for BORMANN. BORMANN directly gains ownership of the new or remodelled goods. In case that this is not possible due to legal reasons, BORMANN and the Supplier agree that BORMANN at every time of processing or remodelling becomes owner of the new goods. The Supplier stores the new goods for BORMANN with the diligence of a prudent businessman and free of charge.

16. The transferring of orders to third parties is not permitted without written permission of BORMANN and entitles BORMANN to withdraw from the contract partly or fully and to claim damages.

17. Place of fulfilment is the place, whereto the goods have to be delivered according to the order, unless otherwise agreed.

18. Data Protection agreement

18.1 BORMANN uses personal data for the purpose of establishing and maintaining the contractual relationship. BORMANN guarantees compliance with the applicable data protection regulations. See current data protection version on www.bormann.de.

18.2 As soon as BORMANN receives personal data that can be assigned to a specific or identifiable person, only the transferring person is responsible for the person having consented to this processing of his data or obtaining a legal permit.

19. The place of jurisdiction for all disputes arising from or in relation to the contract is exclusively the headquarters of BORMANN in Neusäß, Germany. In any event the law of the Federal Republic of Germany excluding UN-CISG shall apply exclusively.