

### **1 General provision**

The terms and conditions of purchase of METROLUX GmbH shall exclusively apply for all orders. Supplier's terms and conditions that differ from them or supplement them shall not be binding for the ordering company or person or the customer, even if it/he does not contradict or the supplier declares that he only wants to deliver on his own terms and conditions. Deviations from these terms and conditions require the expressive written consent of the customer in order to become effective.

The confirmation or execution of the order shall be considered to be the acceptance of these terms and conditions of purchase.

### **2 Correspondence**

Orders must be made in writing in order to be valid. Oral agreements shall only be legally valid, if they are confirmed in writing.

Immediately after the receipt of the order, the customer must be given a confirmation of the order. The correspondence related with an order shall be exclusively conducted with the purchasing department and the order number and/or another reference number must be indicated.

Unless otherwise demanded by the customer, the supplier shall create the advice of dispatch as a single document and the delivery note and invoice in duplicate and he shall submit them in due time.

### **3 Transport, passing of risk**

Deliveries are to be made at the suppliers' expense free of charge to the known address. The risk shall only be passed to the customer, if the goods delivered are accepted by the incoming goods department.

### **4 Terms for delivery**

The agreed terms for delivery shall be binding. The term for delivery shall be prolonged adequately, if the supplier is prevented from fulfilling his obligations through no fault of himself. If the supplier is behind the schedule, the customer shall be entitled – without giving additional time and at his own choice – to claim for a penalty amounting to ½ % of the amount of the order per week started, 5 % of the amount of order as maximum, and/or to claim for delivery and/or to withdraw from the contract.

If the delivery is in delay or a delay is to be expected, the supplier shall inform the customer immediately.

### **5 Warranty**

Unless otherwise specified in the order, the warranty period applies to 18 months after the passing of risk.

The customer shall be entitled to make claims for faulty deliveries within one month after having accepted the goods delivered.

Immediately after detection, the customer can claim for defects that only turn out to exist when the delivered goods are processed or used.

If defects of quality have been detected, the customer can claim for the legal warranties at his choice (for nullification: also partial nullification) or claim for the rectification of the defects. In urgent cases, he is entitled to replace or repair defect parts and to remove the damages that have been caused by such defects at the supplier's expense.

Before starting production, the supplier shall inform the customer about modifications in the composition of the material processed or in the constructional design that make the deliveries or services different from their earlier versions. Said modifications require the customer's written consent. The customer shall not be obliged to check the supplied goods and services for their similarity after receipt.

It is rather the obligation of the supplier to take all necessary measures related with the manufacture, test, package, etc., to be always able to guarantee the fulfillment of the demands placed by the customer. The supplier's warranty obligations also include the later supply or installation of possibly missing protective units at machines and devices and to ensure that the delivered system totally complies with the specific German occupational health and accident prevention regulations.

### **6 Industrial property rights**

The supplier shall be responsible for seeing that the supply and use of the purchased goods do not infringe upon the property rights of any third party.

### **7 Delivery according to data, drawings and patterns**

If the goods ordered by the customer are produced according to the data, drawings and patterns provided by him, the following provisions shall apply:

The goods ordered by the customer and the special equipment, matrices or similar units required for producing them must not be delivered to any third party without the customer's expressive consent. This provision shall also apply, if the supplier purchases the special equipment, matrices or similar units at his own expense or if the customer has refused the acceptance of the ordered goods because of a delayed or defect delivery or if, despite the proper delivery, the customer refrains from further treatments conditioning. If improvements with respect to the fulfillment of the orders are made at the supplier's, the customer shall have a free, not exclusive user right to the commercial use of the object improved and he shall be entitled to possibly relevant property rights. The right of the disposal of order-related joint uses, modifications or destructions shall be exclusively reserved for the customer. Models, patterns, drawings or technical documents of any kind remain the property of the customer and are to be treated as confidential; they have to be returned to the customer together with copies possibly made of them.

### **8 Provisions**

Material provided remains the property of the customer.

The customer reserves the property right to the material provided in such a way that the supplier produces the goods to be delivered to the customer by his order and for him.

Within the meaning of law, the customer is the manufacturer.

The customer and the supplier agree that the customer is entitled to the property rights of these goods.

The supplier shall hold the goods for the customer free of charge.

### **9 Place of jurisdiction**

The place of jurisdiction shall be exclusively Göttingen.