

GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

§1 VALIDITY OF THE GTC

1. These General Terms and Conditions of Purchase (GTC of Purchase) apply for all contract sections of all present and future contracts concluded between Barthelme GmbH & Co.KG and its contractual partners, and also for any supplements to said contracts.
2. Barthelme GmbH & Co. KG shall not recognise any conflicting terms and conditions of its contractual partners. This also applies if the contractual partner expressly refers to its own terms and conditions, whereby Barthelme GmbH & Co. KG has accepted goods or services without reservation or without expressly contradicting said terms and conditions.
3. Unless otherwise stipulated, the individually concluded agreements and the provisions of existing framework agreements shall take precedence, to the extent that the respective assignment falls within the scope of a framework agreement.

§2 QUOTATION, CONCLUSION OF CONTRACT AND AGREED SCOPE OF CONTRACT

1. The contractual contents, prices and conditions stated in quotations, orders, order confirmations and/or contracts are binding for the contractual partner. The prices are fixed prices that apply for the entire term of the contract. The prices are inclusive of taxes (in particular statutory value added tax). Packaging, freight charges and price increases due to wages and material costs shall not be remunerated by Barthelme GmbH & Co. KG, even for long-term call orders. Conflicting provisions shall only be valid with an explicit written agreement.
2. To the extent that quotations, orders, order confirmations or contracts contain information on the units of measure, dimensions, quality or embodiment of the goods or services, or other requirements relating to these, the contractual partner shall precisely comply with such specifications.
3. The contractual partner shall ensure that its goods and services correspond to the current technological state of the art and comply with the applicable regulations and recommendations issued by the relevant authorities and/or professional associations. To the extent that the intended use is (or must be) known to the contractual partner, the contractual partner shall also guarantee the corresponding usability of the goods and/or services.
4. In the case of recurring purchases of goods and services, the contractual partner shall notify Barthelme GmbH & Co. KG immediately in writing immediately of any alterations to the delivery item due to changes in properties (dimensions, weight, etc.), materials, production or programming techniques. This written communication must include a description of the nature and extent of the changes.
5. The commissioning of third parties to fulfil the contractual obligations incumbent upon the contractual partner requires the written consent of Barthelme GmbH & Co. KG.

§3 DELAYS, DATES FOR DELIVERIES AND SERVICES

The agreed dates for the delivery of goods or the provision of services are binding for the contractual partner. Should the contractual partner become aware that they cannot meet a particular deadline, they must notify Barthelme GmbH & Co. KG immediately, stating the reasons and, as far as possible, the duration of the anticipated delay. This communication shall not waive the contractual partner's obligation to timely performance.

§4 PLACE OF PERFORMANCE, DELIVERY NOTE, DELIVERY AND PACKAGING

1. The place of performance is the delivery address specified in the contract or, if this is not indicated, the office of Barthelme GmbH & Co.KG for which the goods to be delivered or the service to be provided are intended. Upon delivery of the goods at the place of performance, the risk of accidental destruction and accidental deterioration shall pass to Barthelme GmbH & Co.KG.
2. The contractual partner shall give Barthelme GmbH & Co.KG timely prior notification of the time of delivery of the goods. Barthelme GmbH & Co.KG is entitled to refuse the delivery of goods if the contractual partner has failed to provide prior notification of the delivery, or has failed to do so on time. All costs associated with such a refusal shall be borne by the contractual partner.
3. Unless otherwise stated in the order, deliveries may only be made on weekdays (Mondays to Fridays, but not on public holidays) in the time period from 8.00 am to 5.00 pm at the incoming goods area of Barthelme GmbH & Co. KG at the respective place of performance.

§5 ACCEPTANCE OF GOODS DELIVERIES

1. Acceptance of the goods by the person so commissioned by Barthelme GmbH & Co. KG shall not constitute an unconditional acceptance of the goods. In particular, Barthelme GmbH & Co. KG reserves the right to assert subsequent claims for quality and quantity defects. Receipt of the goods may also be refused due to a lack of proper accompanying documents.
2. Delivered goods shall be inspected by Barthelme GmbH & Co. KG for any quality or quantity deviations as soon as and to the extent that this is customary in the ordinary course of business and in accordance with the nature of the goods and their intended use.
3. Quality and quantity-related complaints shall be deemed to have been submitted in good time if, in the case of obvious defects, they are asserted verbally or in writing to the contractual partner within 5 working days after receipt of the goods. For hidden defects, this time limit shall be 5 working days from the defect's dis-

covery. The calculation of these deadlines shall not include the day of delivery of the goods or the day of discovery of the defect. If the goods are delivered without the proper accompanying documents and therefore an investigation in the ordinary course of business is not possible or unreasonably difficult, the deadline for reporting obvious defects shall not begin upon delivery of the goods, but instead upon receipt of the proper accompanying documents.

§6 INVOICES, DELIVERY/PERFORMANCE CERTIFICATES AND PAYMENTS

1. The contractual partner must enclose a delivery note/performance certificate with each delivery/service. Invoices must include the order number of Barthelme GmbH & Co.KG and be sent to the purchasing department of Barthelme GmbH & Co. KG. Invoices that do not include the order number will not be processed and will be returned. In addition, the order number must be listed on all delivery notes/performance certificates. If the order number is missing, Barthelme GmbH & Co. KG shall not be held responsible for any delays in processing.
2. Payments for goods and services shall be due in accordance with the respective individual agreement. The payment date is the day on which the payment is booked by Barthelme GmbH & Co. KG or the day on which it leaves the account of Barthelme GmbH & Co. KG. The submission of a single invoice for deliveries and services relating to multiple purchase requisitions received from Barthelme GmbH & Co. KG is only permitted with the prior consent of Barthelme GmbH & Co. KG.

§7 CLAIMS FOR DEFECTS

1. The contractual partner shall deliver goods and services that are free from material defects and/or defects of title.
2. Barthelme GmbH & Co. KG is entitled to assert statutory claims for defects without restriction; in all cases Barthelme GmbH & Co. KG is entitled, at its discretion, to request remedy of the defect or delivery of a new item by the contractual partner. The right to compensation, in particular the right to claim damages in lieu of performance, is expressly reserved.
3. Furthermore, the contractual partner shall, for the purpose of supplementary performance, bear the necessary expenses, in particular all expenses incurred in connection with the determination of deficiencies and the remedy of defects, including those incurred by Barthelme GmbH & Co. KG, and in particular inspection costs, removal and replacement costs, transport and travel costs, and labour and material costs. This also applies if the expenses increase due to the fact that the delivered goods were moved to a place other than the place of performance, unless this results in disproportionate costs. The type of supplementary performance chosen by Barthelme GmbH & Co. KG may not be refused on the grounds that it is only possible with disproportionate costs, provided that the costs of the chosen supplementary performance do not exceed three times the original purchase price of the defective goods.
4. Where there is a risk of default or in cases of special urgency, Barthelme GmbH & Co. KG shall be entitled to remedy the defect itself at the contractual partner's expense.

§8 PROPERTY RIGHTS

1. The contractual partner guarantees that all goods and services supplied by it are free from third-party property rights and that their intended use does not violate trademarks, patents, registered designs, copyrights, copyrighted usage rights, industrial designs and other property rights of third parties.
2. The contractual partner shall indemnify Barthelme GmbH & Co. KG against any third-party claims for infringement of such rights. This duty of indemnity of the contractual partner applies for all expenses that necessarily arise for Barthelme GmbH & Co. KG, whether directly or indirectly, due to each third-party claim.

§9 LEASED ITEMS

Should the contractual partner lease items to Barthelme GmbH & Co. KG, the former shall adequately insure said items at its own expense against typical risks and damage (for example due to lightning, hail, storms, fire, water and burglary). Barthelme GmbH & Co. KG has no obligation to acquire such insurance cover.

§10 HAZARD/ENVIRONMENTAL/FIRE PROTECTION REQUIREMENTS

1. The contractual partner shall comply with all safety and environmental regulations, in particular those specified in the ROHS 2011/65/EU and WEEE 2012/19/EU guidelines and the resulting national implementation laws as well as the Ordinance on Hazardous Substances and the legislation referred to therein. In all cases, the applicable version of the respective legislation at the time of delivery of goods or services shall apply. The contractual partner shall always and exclusively deliver goods or services that are free from prohibited halogens or halogen compounds to Barthelme GmbH & Co. KG. If the contractual partner is not in a position to do so, it must inform Barthelme GmbH & Co. KG immediately. If, by contractual agreement, chemicals or hazardous substances within the meaning of the Ordinance on Hazardous Substances are to be delivered, the contractual partner shall, on its own initiative, provide the EC safety data sheet (§14 GefStoffV) before executing the delivery.

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2. Machinery and/or technical work equipment must be supplied with an operating manual and an EC declaration of conformity in accordance with the Machine Ordinance, and must also be provided with a CE marking if required. It must also comply with the standards listed in directories A and B of the „General administrative regulation on the law governing technical work equipment“ (Allgemeine Verwaltungsvorschrift zum Gesetz über technische Arbeitsmittel) and any other rules with safety-related content.

§11 PRIVACY, CONFIDENTIALITY, DATA SECURITY

1. The contractual partner shall maintain confidentiality regarding trade secrets, know-how and other confidential information, unless the confidential information is generally known or becomes generally known without a breach of the confidentiality obligation by the contractual partner. The contractual partner shall oblige its employees and commissioned subcontractors to maintain confidentiality accordingly. The confidentiality obligation also applies to the period of time after termination of the contract, insofar as this is reasonable in the light of the respective employees' occupational freedom.
2. The contractual partner shall observe the applicable regulations governing data security as well as the internal arrangements of Barthelme GmbH & Co. KG. The contractual partner shall also impose these obligations on its employees and any subcontractors that it commissions. The contractual partner may only use trustworthy employees who are known to it by name.
3. In the case of contract data processing, separate agreements shall be concluded in order to ensure compliance with the technical and organisational measures pursuant to the Annex to §9 German Federal Data Protection Act (BDSG) and/or the requirements of § 11 BDSG.

§12 PAYMENT TERMS

Unless otherwise agreed, the payment deadline is 14 days after receipt of the invoice with a 3% discount or 30 days net. The payment shall be deemed complete when the payment instruction is received by the bank; for payments by cheque, the dispatch date shall be decisive. If the goods arrive after the invoice, the payment deadline shall commence from this later date. The invoices must be sent separately (= not together with the goods) by post. The invoices must be laid out in a clear and simple manner. In the case of complaints about the goods, Josef Barthelme GmbH & Co. KG is entitled to postpone the payment deadline.

§13 PROVISION OF GOODS

We shall retain ownership of all materials, parts and tools provided by us. These objects may only be used as intended. The supplier shall inspect the material provided by us for defects immediately upon receipt. Any defects or missing documentation must be reported to us in writing within 14 days. In the case of obvious defects, this period begins upon handover of the goods; in the case of hidden defects, it begins from the time of their discovery in the ordinary course of business. Where defects are identified, the defective material may not be used by the supplier. If the supplier fails to issue a timely notification and uses the material, it shall be held liable for the resulting damages. The processing of materials and the assembly of parts shall be carried out on our behalf. We shall become co-owner of the products manufactured using our materials and parts in a ratio of the value of the materials provided by us to the value of the product as a whole, which in this respect shall be kept by the contractor for us free of charge. Should the substances or parts provided by us be inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the newly manufactured (mixed) goods in a ratio of the value of the materials provided by us to the total value of the mixed objects at the time of mixing. The contractor shall also keep the co-owned objects for us free of charge. To the extent that the contractor manufactures tools or production facilities at our expense, their production shall be carried out on our behalf, whereupon we shall acquire ownership of the respective object. The contractor shall use the goods ordered by us or produced for us exclusively for the production of the goods and services ordered by us. Further, the contractor shall, at its own expense, insure the goods belonging to us at their replacement value against damage due to fire, water, theft and other kinds of damage, including damage caused by employees. Any necessary maintenance and inspection work shall be carried out in good time by the contractor at its own expense, whereby the contractor shall notify us of any malfunctions without delay. The goods handed over by us shall be returned to us by the contractor upon first request, and at the latest upon termination of the business relationship.

§14 UNFORESEEABLE EVENTS, BANKRUPTCY

Force majeure, labour disputes (strikes and lockouts), unrest, government action (plant closures, operating restrictions, withdrawal or restriction of operating licences, etc.), natural disasters, and other unforeseen, unavoidable and serious

events shall exempt us from our purchase commitments for the duration of the disruption and to the extent of its impact. For the duration of the disruption, the parties shall not be entitled to assert claims for remuneration or damages due to delayed completion. The contracting parties shall provide the necessary information as soon as reasonably practicable and shall adapt the relevant contractual obligations as far as possible to reflect the changed circumstances in good faith. If, after placing the order, there is a material deterioration in the financial circumstances of the supplier, in particular if an application for the opening of insolvency proceedings concerning the supplier's assets is filed or rejected due to a lack of assets, or if the legal form of the supplier's company changes, we shall be entitled to withdraw from the contract within a period of one month. This period shall begin as soon as we become aware of one of the aforementioned circumstances. Should any of these Terms and Conditions of Purchase be or become invalid in whole or in part, the validity of the other provisions shall not be affected, including those governing their existence or non-existence – is the competent court in Nuremberg. However, Josef Barthelme GmbH & Co. KG may also designate a different court with jurisdiction over the supplier's place of business.

§15 INCOMING GOODS INSPECTION

The incoming goods inspection shall be carried out in accordance with AQL DIN/ISO 2859 (single sampling plan). If the shortfall pursuant to AQL DIN/ISO 2859 is exceeded, the goods shall be rejected accordingly and returned to the supplier. The associated costs shall be borne exclusively by the supplier.

§16 FINAL PROVISIONS

1. All declarations of intent must be made in writing. The transmission of declarations of intent electronically via e-mail shall suffice to meet this written form requirement.
2. Barthelme GmbH & Co. KG may transfer rights and obligations arising from contracts concluded with the contractual partner to third parties with due consideration of these GTC of Purchase. The contractual partner may, after prior notification and for good cause, object to a transfer of obligations. Such an objection must be declared immediately, and at the latest within a period of two weeks. Barthelme GmbH & Co. KG does not recognise or accept any contractual prohibitions concerning the assignment of claims of Barthelme GmbH & Co. KG vis-à-vis the contractual partner, whereby the statutory assignment prohibitions remain unaffected.
3. The assignment of claims against Barthelme GmbH & Co. KG shall require the written consent of Barthelme GmbH & Co. KG in order to be effective.
4. The contractual partner is only entitled to offset payment if its counterclaim is undisputed or legally binding. The same applies to the contractual partner's rights to performance and rights of retention. The contractual partner's rights of retention shall not exist insofar as they are based on another contractual relationship.
5. This contract and all resulting claims are subject to German law to the exclusion of the uniform UN convention on the international sale of goods (CISG).
6. The place of jurisdiction is Nuremberg. If another court has local jurisdiction for the place of performance, Barthelme GmbH & Co. KG is entitled to assert its claims before this court as well. Furthermore, Barthelme GmbH & Co. KG is entitled to bring an action before the court with jurisdiction over the contractual partner's place of business.