

**Hecht Technologie GmbH**  
**General Terms of Purchase - Revised 04/2016**

**Sect. 1 Principles of the Contract**

- (1) Our Conditions of Purchase apply exclusively. Conditions of the supplier contrary to or deviating from our conditions are not recognised; this applies also upon non-reserved acceptance of the delivery. We do not recognise contrary conditions even if we do not expressly object to them or when referring to letters from the contractual partner that refer to the partner's conditions. Our Conditions of Purchase apply also for all future business with the supplier, even if they are not expressly referred to again.
- (2) The statutory provisions (particularly German Civil Code and German Commercial Code) apply supplementary to this.

**Sect. 2 Offer, Contractual Records, and Confidentiality**

- (1) Our order is non-binding insofar as binding periods are not agreed in the specific case.
- (2) Design drawings, plans, documents, models, electronic data carriers, drawings, and similar company records remain our property and must be handled always in strict confidence. Making them accessible to third parties requires our consent. The supplier undertakes to exercise the strictest of confidence regarding all other information to which they become party as part of their work activity for us.  
They are duty bound to oblige their staff and their **subcontractors** to fulfil these duties too. On request and also after contract completion, the documents including copies and reproductions must be relinquished to us.  
Using our name or similar elements for promotional purposes requires our prior consent.  
All records, documents, and files of importance for the service must be presented by the supplier without prompting when the service is delivered at the latest.  
In the event of a violation of these obligations, the supplier is liable to us to the fullest extent permitted by law.
- (3) The contractual parties agree that the personal communication data of the respective contractual partner communicated to one another may be saved and processed insofar as this is permissible pursuant to the German Federal Data Protection Act.

**Sect. 3 Prices and Payment Conditions**

- (1) The price stated in the order is binding.
- (2) The price includes – except if there is an agreement deviating from this – statutory value-added tax. Free delivery including loading and packaging is also included.
- (3) We are entitled to offsetting and retention rights to the extent of the statutory scope.
- (4) We settle invoices within 14 days with a deduction of 3 % cash discount, otherwise within 60 days with deduction; the pre-deadline payment and cash discount periods are counted starting from receipt of the invoice, however not before the goods are delivered or rendering and acceptance of the service, or before the complete handing-over of contractually agreed documentation or other records. In the case of the payment conditions of the supplier being more favourable, they apply without the incidental Terms and Conditions of Business of the supplier thus being recognised.
- (5) Payments may be effected by cheque or bank transfer. Payment has been effected on a timely basis if the cheque is sent by post on the due date or if the bank transfer has been commissioned at the bank or post office on the due date.

**Sect. 4 Delivery Time and Delivery Delay**

- (1) The delivery time stated in the order is binding. The supplier will inform us immediately as soon as they expect that they will not be able to adhere to delivery deadlines or adhere to them on time; the notification will include the reason and expected duration of the delivery delay.  
Non-agreed partial deliveries are not permissible if we do not expressly request them or consent to them.
- (2) In the case of the delivery delay, we have the right to demand a lump sum for the damage caused to the sum of 1 % of the delivery value (net excluding value-added tax)  
for each week of the delay; however, we may assert a maximum of 5 % as a lump sum.  
In the process, the supplier has the right to prove to us that no damage or significantly lower damage has arisen.  
More extensive statutory or contractual claims (particularly compensation due to violation of duty) remain reserved.
- (3) Delivery or service dates in addition to delivery or service deadlines must be placed in writing; they are deemed adhered to if the delivery object has been received by us according to the contract by the time that the deadline expires.  
The supplier must choose always the most inexpensive and suitable mode of dispatch and transport from our point of view.  
Each delivery must contain a delivery slip and a packaging note (in the case of transport by ship, the name and address of the shipping company and the ship must be stated).

The order code and information on the unloading point stated by us must be included in full on all documents (particularly on invoices and delivery slips, dispatch notifications, on packaging notes and in freight papers in addition to on the external packaging).

Hazardous substances and hazardous goods must be packed, designated, and dispatched consistent with nationally and internationally valid regulations.

The information in the accompanying papers must be consistent with the respective national provisions.

The supplier is responsible for the adherence to these duties also by their sub-suppliers.

They are liable for all damage and necessary expenditure as a consequence of their duties being violated.

Consignments that cannot be accepted due to the violation of these obligations are stored at the cost and risk of the supplier. We may establish the content and state of such consignments.

The rules regarding take-back of packaging are determined by the respective valid packaging ordinance.

#### **Sect. 5 Inspecting for Defects**

- (1) An obligation of investigation and complaints on our part for non-evident defects pursuant to Sect. 377 German Commercial Code is excluded. We undertake to carry out a minimum inspection based on the delivery slip and for transport damage; the supplier undertakes to carry out final goods inspection and will conclude a quality assurance agreement with us on request.
- (2) For the case that there is not a quality assurance agreement or that there are evident defects, our complaint is deemed to be timely in any case if it is received by the supplier within 7 working days (excluding Saturdays), calculated as of the date of goods receipt or discovery in the case of hidden defects. Insofar as the 'immediate deadline' from Sect. 377 German Commercial Code should be longer than 7 working days in a special case, this longer deadline applies.

#### **Sect. 6 Material Defects and Defects of Title**

- (1) We are entitled to all statutory rights in the case of property and legal defects in their entirety.  
The supplier is particularly responsible for the delivery object being consistent with the contractual and statutory specifications and not exhibiting any other defects. The delivery object must be consistent with the current rules of science and technology, in addition to the currently valid regulations on the environment, occupational protection, and accident prevention.  
We have the right particularly to demand in the case of defects at our choosing defect rectification or delivery of a defect-free item (supplementary performance); the supplier must bear the required cost here to its full extent.  
Moreover, we are entitled to the statutory compensation claims without reduction or limitation.  
In accepting the goods or a specimen or a sample, the supplier is not automatically relieved of defect liability.
- (2) A statute of limitation of three years upon delivery applies, insofar as statute does not make provision for later deadlines. Insofar as supplementary performance involves new delivery of the delivery item, the limitation starts anew if this delivery is viewed as an acknowledgement of the duty of supplementary performance. The same applies in the case of supplementary performance for the improved part of the delivery object.
- (3) In urgent cases (risk involved in delay or special urgency) we have the right to rectify the defect ourselves at the cost of the supplier. An urgent case is deemed when it is no longer possible to inform the supplier and to set them a deadline (even with short notice) for supplementary performance.

#### **Sect. 7 Retention of Title**

- (1) Insofar as we provide parts to the supplier, we reserve the right of property to the parts.
- (2) The retention of title also includes the full value of the produce created by processing or altering our goods, with these processes occurring for us so that we are regarded as their manufacturer. If in the case of processing or altering with third-party goods the third party retains a property right, we acquire co-ownership in the ratio of the objective values of these goods.  
In the case of mixing or connecting our items with other objects, we acquire also co-ownership in the ratio described above. If this process takes place in the manner that the item of the supplier is to be viewed as the main item, it is agreed that the supplier transfers to us co-ownership on a pro-rata basis.  
The manufacturer will store our property with the degree of care usual in the trade.

#### **Sect. 8 Regress**

- (1) If due to a defect of an item delivered by the supplier we become subject to claims resulting from manufacturer liability, product liability, or due to other liability facts, the supplier must relieve us from the liability resulting from the defect insofar as they are culpable for the defect. In the process, the release must be granted at the first request to do so.
- (2) Within this framework, the supplier is also duty bound to reimburse any expenditure pursuant to Sect. 683, 670 German Civil Code and Sect. 830, 840, 426 German Civil Code resulting from or in the context of a warning or recall campaign. Within the frame of reasonableness and possibility, we will inform the supplier immediately about the content and scope of the campaign. More extensive statutory claims remain reserved.
- (3) If due to a defect of an item delivered by the supplier we become subject to other claims, we are entitled to claim regress against the supplier pursuant to Sect. 478 German Civil Code to the full extent; there is an exception only if we were granted an equivalent settlement for the regress claim in advance.
- (4) Claims and rights against the supplier extending beyond this remain unaffected by these regulations.

#### **Sect. 9 Property Rights**

- (1) The supplier is liable for no third-party rights being violated as part of the delivery of the supplier.
- (2) If we are therefore subject to such claims from third parties, the supplier is duty bound to relieve us from these claims, insofar as they are culpable for the violation of third-party rights. The release shall be granted at the first request to do so. Without the consent of the supplier, we do not have the right to enter into any agreements with the third party (particularly settlements).
- (3) This obligation of release relates also to all necessary expenditure arising from or in the context of the claim by a third party.
- (4) Claims and rights against the supplier extending beyond this remain unaffected by these regulations.
- (5) Insofar as no later deadline is provided for by statute, the statute of limitations for claims pursuant to sections (1) to (4) is three years and begins upon delivery of the delivery item (in the case of work contracts, upon acceptance of the service).

#### **Sect. 10 Withdrawal and Overall Liability**

- (1) The statutory right of withdrawal of the supplier shall be neither excluded nor restricted. In the same way, statutory or contractual rights or claims to which we are entitled are to be neither excluded nor limited.
- (2) We assume unlimited liability only for intent and gross negligence (including that of our legal representatives or vicarious agents) and for injuries to life, limb, and health. We also assume unlimited liability for issuing warranties and making representations if a defect covered by them gives rise to liability. Our liability for absolute offences is also unlimited.
- (3) For other culpable violations of substantial contractual duties, our remaining liability is limited to the foreseeable damage typically occurring under this type of contract.
- (4) In addition, our liability—regardless of the legal reason (in particular claims for violating principal or secondary contractual obligations, or tortious liability), is excluded.
- (5) The same (exclusions, limitation, exceptions thereof) applies to claims under culpa in contrahendo.
- (6) This Sect. 10 applies accordingly for the case of reimbursement of expenses.
- (7) An exclusion or a limitation of our liability also takes effect on our legal representatives and vicarious agents.
- (8) A reversal of the burden of proof is not intended. Cardinal duties are substantial contractual obligations; that is, obligations shaping a contract and which the contractual partners may rely on; that is, the substantial rights and duties that create the pre-requisites for contract fulfilment and that are indispensable for achieving the contractual purpose.
- (9) The liability of the supplier is governed in Sect. 6, 8, and 9, in addition to in law.

#### **Sect. 11 Place of Performance, Place of Jurisdiction, Applicable Law, and Allocation of Burden of Proof**

- (1) Place of performance for our duties (particularly for our payments) is our place of business.
- (2) Place of jurisdiction is our place of business, provided that the supplier is also a merchant, a legal person under public law, or a special fund under public law (Germany). The same applies if the purchaser has no general place of jurisdiction in Germany or moves their place of business abroad after contract conclusion. We are entitled to sue the supplier at other permissible places of jurisdiction.
- (3) All claims and rights from this contract are governed solely by the law of the Federal Republic of Germany (German Civil Code, German Commercial Code). We expressly exclude the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-related standards of the Introductory Act to the German Civil Code (EGBGB). The contractual language is German.
- (4) The supplier must take out suitable third-party liability insurance for damage resulting from their services, their staff, and/or their subcontractors at their own cost (particularly company, product, and environmental liability insurance); proof of this insurance must be presented if we demand as such. Furthermore the supplier must take out sufficient transport insurance at their own cost.
- (5) No clause agreed in these conditions modifies the statutory or judicial allocation of burden of proof.

#### **Sect. 12 Other Provisions**

- (1) Any changes to the contract require our consent to be effective.
- (2) Should individual provisions of these conditions become ineffective or invalid, in full or in part, this will not affect the validity of the remaining provisions. The contractual partners undertake to agree to a provision that comes as close as possible to the economic sense and purpose of the ineffective or invalid provision.
- (3) We will use all data of the supplier exclusively for the purpose of doing business and in compliance with the applicable data protection provisions. On written request, the supplier also has a right to information about their personal data we have collected, processed, or used.
- (4) All terminologies and regulations used are to be interpreted as gender-neutral and anti-discriminatory in terms of the German General Law on Equal Treatment (AGG).