



I. Scope of validity

1. The legal relationship ensuing from the contract between the supplier and Emil Bucher GmbH & Co KG (EBE) is determined in these General Purchasing Terms and any other written agreements. The general business terms of the supplier shall not apply to this contract unless EBE has specifically agreed to their application. These General Purchasing Terms are also valid where EBE accepts or pays for goods or services from the supplier in the knowledge of conflicting or deviating terms of the supplier.
2. The General Purchasing Terms of EBE shall also apply to all future goods and services from the supplier.

II. Contract conclusion

1. Orders and acceptance as well as alterations and amendments (side letters) shall require the written form. Additional oral agreements on contract conclusion shall only take effect if they have been confirmed in writing by EBE. This shall also apply to alterations and amendments after contract conclusion.
2. If the supplier fails to accept the order within 14 days, EBE shall be entitled to written withdrawal without any entitlement on the part of the supplier towards compensation for damages or other claims.

III. Delivery

1. The design, construction, scope, and delivery schedule of the delivery shall correspond to the order or the protocol / declaration and shall be carried out to deadline. The values determined by EBE at goods reception regarding the number of items, dimensions, and weights shall apply. EBE shall not be obliged to accept part or excess deliveries that have not been agreed.
2. Agreed deadlines and schedules are binding. The goods reception date at EBE shall apply regarding compliance with the delivery deadline.
3. If agreed delivery deadlines have not been upheld, the supplier shall compensate EBE for all damages resulting from the breach of deadline caused by the delay. EBE may withdraw from the contract on repeated breach of the deadline.
4. Natural disasters, riots, official action, shipping interruptions, strikes, lockouts and other operating interruptions affecting EBE or its suppliers that hinder or limit production or hinder EBE in collecting the goods ordered shall relieve EBE of its duty to accept delivery for the duration and scope of the hindrance as long as the hindrance cannot be prevented at any or by reasonable means. Claims by the supplier for payment or damages shall be excluded. The supplier shall store the goods at its own cost and risk until transfer to EBE in cases of hindered collection.
5. EBE shall be entitled to use software included in the scope of delivery including the accompanying documentation to the extent permitted by statute as well as the right to usage at the agreed performance characteristics and to the extent necessary for the use of the product according to

the contract. EBE shall be permitted to make backup copies.

IV. Guarantee

1. The supplier shall only delivery goods that have been subjected to a final check regarding material, design and construction compliant with standards applicable.
2. EBE shall not be limited by time in raising objections regarding obvious or hidden faults. Hidden faults shall entitle EBE to claim for compensation of wasted material and labour expenses. In urgent cases, EBE shall be entitled to have the faults removed at the supplier's expense or, if this is not possible, to satisfy its supply requirement from another supplier the original supplier's expense.
3. Goods delivered outside the contractual agreement shall be returned to the supplier at the supplier's risk and expense. Returned goods shall remain the property of EBE until the reception of a replacement consignment or compensation for the value of the goods paid. If services are carried out in breach of the contractual agreement more than once, EBE shall be entitled to withdraw from the contract.
4. Unless otherwise agreed with regard to guarantee, the supplier shall assume the guarantee for the delivery according to statutory regulations. This shall also apply to multiple-shift operation.
5. If defective goods are delivered, the supplier shall be given in the opportunity to sort out the defective goods and to remedial action by removing the faults or delivering fault-free replacement goods before the manufacturing process begins (processing or installation), unless this poses an unreasonable burden on EBE. If the supplier cannot remove the fault or deliver fault-free goods, or if the supplier should fail to fulfil this duty immediately, EBE may reduce payment, withdraw from the contract, demand compensation for damages or expenses incurred in the case of negligence on the part of the supplier, or return the goods to the supplier at the risk of the supplier, within a reasonable period of notice previously set.
6. If the fault is only found after processing but before delivery of the goods to the final customer of EBE, EBE shall also be entitled to demand compensation for the processing, dismantling, installation, and material expenses incurred by the processing that cannot be used (net product manufactured in vain). If the fault is only detected once the product has been delivered to the end customer of EBE, the supplier shall also carry the costs for damages additionally incurred related to the customer or end-customer complaint that do not serve towards subsequent fulfilment, including consequential damages.
7. The period to claim against faults shall expire after two years from acceptance of the goods by the end customer of EBE. The period to claim against faults shall expire at the earliest three months after the fault has been remedied at the end customer.
8. In the case of defect in title, the supplier shall indemnify EBE against any possible claims from third parties. The period to claim against defects in title shall expire after ten years.



9. If a material defect is found within six months of transfer of risk, the fault shall be assumed to have existed at the time of transfer of risk unless this assumption is at conflict with the nature of the goods or the defect.
 10. If claims are made against EBE due to liability towards a third party due to mandatory law, the supplier shall indemnify EBE inasmuch as the supplier itself would otherwise be found directly liable. The principles in BGB [German Civil Code] shall apply correspondingly regarding compensation for damages between EBE and the supplier. This shall also apply in the case of direct claims against the supplier.
 11. Claims from EBE shall be excluded where the damages are the result of contravention of operating, servicing or installation instructions, unsuitable or improper use, improper or negligent treatment or improper repair on the part of EBE.
 12. The supplier shall be liable for damage prevention measures by EBE to the extent that this is the supplier's statutory duty.
- V. Product liability**
1. If claims are launched against EBE due to product liability, the supplier shall indemnify EBE from such claims. In cases of liability independent of negligence, this shall only apply where the supplier has been negligent. If the cause of the damage is within the sphere of responsibility of the supplier, the supplier shall have the burden of proof in this matter.
 2. The supplier shall bear all costs and expenses including those for any legal action or call-back measures. Otherwise, the statutory regulations shall apply.
- VI. Intellectual property of third parties**
- The supplier shall be liable against any contraventions against patent inside or outside Germany arising from patent or other intellectual property protection laws through the delivery of the goods and their utilisation by EBE.
- VII. Compliance with the Minimum Wage Act and the Act on the Posting of Workers / subcontractors**
- A. For the provision of services within the Federal Republic of Germany:**
1. By entering into the contract the supplier confirms to EBE to comply with the requirements of the German Minimum Wage Act (Mindestlohngesetz) and the German Act on the Posting of Workers (Arbeitnehmer-Entsendegesetz).
 2. The supplier hereby warrants vis-à-vis EBE that the supplier and any subcontractor or assigned lender contracted by the supplier will comply with the provisions of the German Minimum Wage Act and the German Act on the Posting of Workers.
 3. The supplier shall indemnify and hold EBE harmless from any claim against EBE under the German Minimum Wage Act and the German Act on the Posting of Workers by the supplier's employees and / or of employees of any subcontractor or assigned lender contracted by the supplier and shall bear any damages and costs – including any necessary legal defense costs – which arise from such disputes, unless the supplier cannot be held responsible (Vertretenmüssen) for the breach. Sec. 774 of the German Civil Code (BGB) shall remain unaffected.
4. The supplier shall support EBE in defending against such claims to the best of his knowledge and with the greatest care possible.
 5. Without a request being necessary, the supplier shall provide EBE with records of wages and salaries (documents pursuant to § 17 German Minimum Wage Act) for the hours worked by staff deployed for purposes of performance under the contract no later than six weeks after the beginning of performance under the contract. If there are legitimate grounds to suspect a violation of the provisions of the German Minimum Wage Act or the German Act on the Posting of Workers the supplier shall provide EBE with such data at any time without undue delay and at EBE's first request and in line with data protection provisions, e.g. (partly) anonymized and / or (partly) blackened. The provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz) or any other applicable data protection provisions shall remain unaffected.
 6. Contracting of subcontractors or assign lenders by the supplier shall be subject to the prior written approval of EBE. Such approval shall be applied for in writing, attaching documents which allow for a plausibility check of the subcontractor's or assigned lender's offer and indicate that the subcontractor or assigned lender fully complies with the provisions of the German Minimum Wage Act and the German Act on the Posting of Workers. If such approval is granted, the supplier shall impose all the obligations under the German Minimum Wage Act and the German Act on the Posting of Workers as set out herein likewise on the subcontractor or assigned lender. This shall also apply to the foregoing obligation to impose obligations on the subcontractor or assigned lender.
 7. In case of any single or repeated violation by the supplier of the statutory provisions of the German Minimum Wage Act and the German Act on the Posting of Workers, which could establish claims of employees of the supplier and / or of employees of any subcontractor or assigned lender contracted by the supplier or which could lead to the initiation of administrative offence proceedings against EBE, EBE shall be entitled to immediately terminate the contract for cause without notice.
 8. If proof that the minimum wage is paid is not provided by submitting the documents as described in para. 5 by the time the final invoice is submitted or if the supplier has not paid the minimum wage, has not paid it in full or has not paid it in a timely manner, the supplier shall pay a contractual penalty of 0.1% of the net order amount per employee concerned, but not more than a total of 2.5% of the net order amount. This contractual penalty shall not affect the fulfilment obligation under the contract and shall serve as the minimum compensation of EBE. EBE's right to claim damages shall remain unaffected. The contractual penalty shall be credited towards any such further damage claims.



B. 6.2 For the provision of services in countries outside the Federal Republic of Germany:

For the provision of services in countries outside the Federal Republic of Germany the relevant legal provisions of that country must be applied and respected.

VIII. Dispatch

1. EBE reserves the right to determine the dispatch type and method as well as the transport type and packaging. Unless otherwise agreed, delivery shall be made to the destination CIF. The INCOTERMS in their current version at contract closure shall suffice as a trading clause.
2. The supplier shall comply with the standards of the state of the art regarding technology, safety regulations and agreed technical data. If the supplier is to provide its services on the premises of EBE, it shall consult with the coordinator appointed by EBE on the start and extent of the work as well as the procedure. The coordinator shall be authorised to issue instructions in this matter. The supplier shall submit a completed safety data sheet according to the *Gefahrstoffverordnung* (German regulations on hazardous materials) and accident instructions for shipping together with the offer for materials and objects that are hazardous to life and limb or the environment or property due to their nature, characteristics, or state, and therefore require special treatment with regard to packaging, shipping, handling and waste disposal. If the materials or the legal situation should change, the supplier shall submit updated data and instructions.

IX. Delivery notes

Delivery notes shall be marked as such with the order number of the goods, and included with the consignment in duplicate. Each consignment shall be accompanied by one delivery note and, unless otherwise agreed, one invoice shall be issued with each delivery note.

X. Invoicing and payment

1. Invoices shall be marked as such with the corresponding order number and delivery note number, and shall be sent to EBE in duplicate.
2. Payment shall be made on the 25th day of the month following delivery unless otherwise agreed. EBE shall select the method of payment at its own discretion.
3. All payments shall be made under reservation of later examination and possible claims on return payment plus interest.
4. If the supplier should cease payment or if bankruptcy or insolvency should be filed against the supplier, EBE shall be entitled to withdraw from the contract without notice. If no withdrawal should take place, EBE shall be entitled to reserve the amount of 5% (five percent) of the payment as security for contractual obligations up to the end of the contractual guarantee period.
5. The supplier shall not assign its claims against EBE to a third party or have a third party collect the claim.

XI. Manufacturing utilities

1. Tooling items such as models, samples, dies, tools, gauges, drawings and similar that are provided by the supplier to EBE or manufactured by the supplier according to the data given by EBE shall not be sold, attached, or otherwise passed on or used by a third party in any way without the express consent of EBE. The same shall apply to objects manufactured using these tooling items.
2. After the order has been completed, the tooling items provided by EBE or manufactured for EBE for the account of EBE shall be returned without specific request.
3. Objects developed or further developed by EBE together with the supplier may only be delivered to EBE.

XII. Confidentiality

1. The supplier shall treat all orders from EBE and all commercial and technical details involved in the orders as trade secrets.
2. EBE shall reserve all rights on commercial and technical information including copyright and the right to apply for the protection of intellectual property such as patents, registered designs, semiconductor protection etc. This reservation shall also apply to any third parties to which EBE should grant access to these rights.

XIII. Place of contract fulfilment

The place of contract fulfilment is Eislingen/Fils, Germany. Court jurisdiction shall be in Göppingen. All disputes – even in the case of overseas orders – shall be exclusively subject to German law.

In the case of doubt or deviations between our "German" and "English" purchase conditions, the content of the "German" purchase conditions is valid.