



Terms and Conditions of Purchase

of the company August Hildebrandt GmbH - Kabeltrommeln - ,
Siemensplatz 1, 19057 Schwerin,
represented by the
managing directors Uwe Wenkel and Gerhard Lohraff, ibid.

§ 1 General – scope

- (1). Our terms of purchase apply exclusively; we will not accept any opposing or deviating terms and conditions of purchase of the customer unless we have explicitly agreed to their validity in writing. Our terms of purchase shall also apply if we accept delivery from the supplier without reservation and we are aware of opposing terms and conditions of the supplier or such terms which differ from our terms of purchase.
- (2). All agreements and arrangements made between us and the customers for the purpose of the performance of this contract are to be set forth in writing in this agreement.
- (3). Our terms of purchase only apply to entrepreneurs and contractors pursuant to § 310 (1) BGB (German Civil Code)
- (4). Our terms of purchase shall apply in the case of all future business transactions with the supplier.

§ 2 Offer – offer documents

- (1). The supplier is obliged to accept our order within a period of 2 weekdays.
- (2). We reserve our proprietary rights and copyright on illustrations, drawings, calculations and any other documents; they may not be made accessible to third parties without our prior explicit written consent. They are only to be used for production purposes on the basis of our order; they are to be returned to us, unrequested, after completion of the order. They are to be kept secret from third parties; in this respect the provision under § 9 (4) shall also apply.

§ 3 Prices – terms of payment

- (1). The price quoted in the order is binding. Except as otherwise agreed upon in writing, the price includes delivery “franco domicile”, packaging included.
The return of packaging materials is subject to special agreement.
- (2). Statutory sales tax is included in the price.

(3). We can only process invoices if the order number is indicated on this invoice, as specified in our order; the supplier shall be responsible for all consequences arising from non-compliance with this obligation unless he proves that he is not responsible for these consequences.

(4). Except as otherwise agreed upon in writing, we will effect payment of the purchase price within 2 weeks, calculated from the date of delivery and receipt of invoice, with 2 % cash discount or within 30 days from receipt of invoice.

(5). We are entitled to rights of set-off and rights of retention to the extent permitted by law.

§ 4 Delivery period

(1). The delivery period stated in the order is binding.

(2). The supplier is obliged to notify us in writing without delay if circumstances arise or if such circumstances become recognisable to him which result in his being unable to observe the stipulated delivery period.

(3). We are entitled to assert statutory claims in the event of a delay in delivery. In particular, we are entitled to demand compensation in place of performance after the fruitless expiration of a reasonable period. Should we demand compensation, the supplier is entitled to prove to us that he is not responsible for the breach of duty.

§ 5 Passing of risk – documents

(1). Except as otherwise agreed upon in writing, delivery is to be effected “franco domicile”.

(2). The supplier is obliged to indicate our exact order number on all shipping documents and delivery notes; should he fail to do this, we will not be responsible for any delays in processing.

§ 6 Inspection for defects – liability for defects

(1). We are obliged to inspect the goods for any discrepancies in quality or quantity within a reasonable period; the notification of defects shall be deemed in good time if it is received by the supplier within a period of 5 working days, calculated from the receipt of the goods or, in the case of latent defects, upon discovery thereof.

(2). We are entitled to warranty claims to the full extent; in either case we are entitled to opt to demand the remedy of defects or delivery of a new object from the supplier. We explicitly reserve the right to compensation, particularly to the right of compensation in place of performance.

(3). In the event of imminent danger or if the goods are required particularly urgently, we are entitled to remedy the defects ourselves at the expense of the supplier.

(4). The period of limitation is 36 months, calculated from the passing of risk.

§ 7 Product liability – exemption

Should the supplier be responsible for damage to products, he is obliged to indemnify us against claims for damages by third parties upon initial request insofar as the cause is in his field of authority and organisation and he is himself liable with regard to third parties.

§ 8 Place of jurisdiction and performance

(1). Insofar as the supplier is a businessman, our corporate domicile is our place of jurisdiction; we are, however, entitled to file action against the supplier at the court at his place of residence.

(2). Except as otherwise stated in our order, the place of performance shall be our corporate domicile.