

BEKO-TECHNOLOGIES GMBH  
Im Taubental 7  
D-41468 Neuss

## §1 Preface

These General conditions of purchase apply to the entire business volume with our suppliers. They also apply when the supplier, in particular when receiving the order, refers to his own business conditions which we have not explicitly accepted in writing. If we do not comment on deviant conditions of the supplier, these are not accepted. Confirmation or processing of our order is considered to be consent to these conditions of purchase.

## §2 Order

Only written orders are valid. Oral agreements require written confirmation. We accept no liability as regards the content for obvious errors contained in our orders, such as scribal, calculation or construction errors. In this case, the supplier is obliged to immediately advise us, just as we are obliged to immediately correct our order.

## §3 Order processing, call-off

If the supplier does not accept the order by written confirmation within two weeks from the day of reception, we are entitled to cancel the order free of cost. Call-offs will become binding at the latest when the supplier does not object within two weeks from the day of reception.

## §4 Prices

The price shown in the order is binding. Without an alternative written agreement, the price applies to a delivery according incoterm "DDP", including the packaging and possible

serviceable fitting.

With this price, all those services and ancillary services are settled which, according to the offer documents, drawings or catalogues of the supplier, belong to the ready-for acceptance of the overall performance described in the contract. All possible additional charges, taxes and duties are also included in the price, except for the value added tax.

## §5 Modifications

Each modification, also with regard to the price, requires our written consent for its validity. As far as framework agreements are concerned, the stipulated price applies to the total duration of the agreement.

## §6 Delivery period

The delivery periods indicated in the order, as well as all other time specifications indicated by the supplier are binding. Timeliness of deliveries is determined by the date of arrival at the destination indicated by us, timeliness of deliveries including the set-up or installation or services is determined by acceptance of the latter.

The supplier shall immediately inform us in writing should circumstances arise or become apparent to him due to which the agreed delivery date cannot be met.

Early deliveries, deliveries outside the delivery times specified by us, as well as partial and excess deliveries require our prior consent. In the case of delay in delivery we are entitled to the legal rights. In particular, we are entitled to demand compensation in lieu of performance after a reasonable period without proper fulfilment.

# ■ General conditions of purchase

## §7 Place of contractual duties, passing of risk

The respective indicated delivery address is the place of contractual duties.

As regards deliveries including the set-up or installation or services, the risk passes with the acceptance; as regards deliveries excluding the set-up or installation, the risk passes with the arrival at the receiving destination.

## § 8 Warranty, notice of defects

The warranty period is 24 months, calculated from the passing of risk, unless otherwise agreed in the order.

BEKO will lodge a complaint about ascertained defects within the statutory periods. For the obligations of examination and notification of non-conformity in accordance with Article 377 of the German Commercial Code (HGB), a period of time of 6 weeks subsequent to the passing of risk shall apply. As far as defects are concerned which are only detected during the processing or start-up, we are also entitled to lodge a complaint immediately after discovery of these defects.

Should the non-usability of the supplied goods be ascertained, the supplier shall, upon request, immediately deliver parts for replacement. The costs and the efforts of the supplier and the orderer for the compensation delivery will be borne by the supplier. In urgent cases, we are entitled to have the faults eliminated on the account of the supplier or to eliminate the faults ourselves, irrespective of our other claims.

## §9 Reservation of proprietary rights, provision of material

If we provide parts for the supplier, we retain title to these. Processing or transformation by the supplier is carried out on our behalf. If our goods which are subject to retention of title are processed together with other objects which do not belong to us, we acquire joint

title to the new object in proportion to the value of our object (purchase price plus VAT) compared with the value of the other objects when they are processed.

If the object provided by us is inseparably mixed with other objects which do not belong to us, we acquire joint title to the new object in proportion to the value of the object which is subject to retention of title compared with the value of the other objects when they are mixed. If mixture takes place in such a way that the supplier's object can be regarded as the principal object, it is deemed to be agreed that the supplier will transfer joint title to us proportionally; the supplier will retain sole possession or joint possession on our behalf.

## §10 Drawings, tools and models

We retain title to drawings, tools or models which we provide to the supplier for the processing of the order. The supplier undertakes explicitly not to make these available to third parties without our written authorisation. After completion of the order, all drawings, tools or models must be returned to us upon request.

## §11 Shipment, invoices, documents

A delivery note with our order details must be enclosed with each delivery and each packet. The goods and/or the packaging must be marked with our item code and designation. The invoice must include our order details. We reserve the right to return the packaging free of transportation charges.

## §12 Payments, claims

The payment period starts with the date of receipt of the goods, and not with the invoice date.

Payments are made either with a cash discount or using the payment target within the agreed period, remitted by BEKO. Payments do not mean that the delivery or performance has been recognised as contractual.

## ■ General conditions of purchase

Offsetting and title retention rights shall be available to us as defined by law.

The assignment of claims against us to any third party shall be excluded. Article 354a of the German Commercial Code (HGB) shall be applied.

### §13 Quality

For its deliveries the supplier must comply with the recognised rules of technology, the safety regulations, and the agreed technical data. Relevant attestations, test certificates and proofs must be provided.

During the entire contract period, the supplier undertakes to closely co-operate with our Quality Management.

If a Quality Assurance Agreement was concluded, the latter shall serve as the basis for co-operation, besides the General conditions of purchase.

### §14 Duties to furnish information

The supplier is obliged to notify the purchaser promptly if circumstances arise or become evident to the supplier which mean that the stipulated delivery times, quantities, or the quality which was stipulated or required cannot be met.

### §15 Protective rights

The supplier guarantees that by the delivery and use of the delivered objects, patents and protective rights of third parties are not infringed. In the event that we will be held responsible in this respect by a third party, the supplier is obliged to indemnify us from these claims upon the first written request. The supplier's obligation to indemnify relates to all costs incurred by us from or in connection with the third-party claim.

### §16 Product liability, release

To the extent the supplier is responsible for damage to a product he shall insofar be under the obligation to indemnify us upon first

demand against claims for damages by third parties if the cause lies within his sphere of control and organisation and he himself is liable in relation towards third parties. Within the scope of his liability for damages in the sense of Para. 1, the supplier shall also undertake to reimburse any expenses for us resulting from or in connection with a recall action carried out by BEKO. We shall, as far as possible and reasonable, inform the supplier regarding the content and extent of the recall action to be taken and provide the supplier with an opportunity to comment. Other statutory claims shall remain unaffected.

### §17 Secrecy

The supplier is sworn to secrecy with regard to all information which is provided to him within the scope of the business relationship. The supplier is obliged to sign a separate confidentiality agreement upon our request.

### §18 Final provisions

The law of the Federal Republic of Germany is applicable, excluding the stipulations of the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules of conflict of the German private international law.

Court of jurisdiction for any differences between the supplier and the orderer is Neuss, Germany.

In the event that individual provisions of our Conditions of purchase are void, the validity of the remaining provisions will not be affected. The invalid provisions shall be replaced by a legally valid wording corresponding to the sense of the individual case.