

Purchasing Conditions

Of the company aqua signal Teterow GmbH & Co. KG

I. Validity of the Purchasing Conditions

1. These purchasing conditions apply to all delivery orders, purchase contracts and other orders from aqua signal Teterow GmbH & Co. KG (purchaser) to their suppliers and even for future business deals. Different conditions of the suppliers are only valid in individual cases if the purchaser has acknowledged them in writing.

II. Quotation and Contract Conclusion

1. Orders and inquiries of the purchaser are not binding unless they are made in writing and marked as a firm order. All contracts are made only upon receipt of a written confirmation of the customer.
2. Binding orders of the purchaser can only be accepted within a period of 10 days after the order date in writing. After this period to the purchaser, declarations of the suppliers are considered a new contract offer and only lead to conclusion of a contract, if they are confirmed by the purchaser in writing. Authoritative for the content of the contract is solely the written confirmation and the conditions of the purchaser. Opposing contractual arrangements must be explicitly agreed upon by the purchaser in writing.

III. Prices and Payment and Packaging

1. The amount specified in the firm order or the order confirmation is a final binding fixed price for the delivery, which includes the required packaging for transportation of the goods and transportation to the place of receipt given in the order or confirmation respectively.
2. Should the market prices of metal and alloy surcharges reduce or the seller lowers his prices, then these discounted prices are applicable to all future deliveries made.
3. Payments are made after the receipt of goods and invoice with the deduction of a 3% early payment discount; invoices received by the 15th of a month are paid at the end of the month and invoices received from the 16th to 31st day of the month are paid on the 15th of the following month.
4. The supplier is not entitled to assign accounts receivable from the purchaser in whole or partially to a third party. In individual cases, where there are no legitimate interests of the purchaser opposing this, he is obliged to agree upon a proposed assignment of account receivable by the supplier.
5. We are entitled to offset any accounts payable on our side against accounts receivable from the supplier or to exercise a reasonable right of retention.

IV. Delivery, Dates and Transfer of Risk

1. Deliveries must be made in each case by the supplier and before the expiration of the agreed delivery date to the customer's stated delivery address. Every delivery must contain a delivery note in duplicate; all order data must be stated on the delivery note and invoice. Impending delays must be reported immediately by the supplier.
2. The risk of accidental loss of the delivered items is only transferred to the purchaser at the time of arrival of the delivery, if the supplier does not deliver themselves, but delivers via a third party with the agreement of the purchaser. In this case transportation insurance must be taken out. The costs of such are not reimbursed separately.
3. If the costs of transportation are to be borne by the purchaser due to a deviating agreement, the supplier is to choose the most cost-effective shipping possible and is required to conclude transport insurance. Additional costs of an accelerated delivery, such as express and air freight costs, which are caused by a delayed shipment, are at the expense of the supplier.
4. Deliveries prior to the due date are subject to the consent of the purchaser. Payment claims of the supplier are due at the earliest on the contractual delivery date even for items which are delivered at an earlier time.
5. Force majeure frees the supplier for their duration only if he informs us of the circumstances immediately and is not already in delay at the time.
6. In the event of a delay in delivery by the supplier we are entitled to claim reimbursement for resultant direct and indirect damages. We are entitled to withdraw wholly or partially from the contract or to a damage claim due to non-compliance if our interest in fulfilling the contract lapses due to the delay or we have extended the deadline and this elapsed unused. The acceptance of late deliveries and / or services does not constitute a waiver of our contractual and legal claims.

V. Warranty

1. If the goods supplied by the supplier are defective, or do not exhibit the characteristics promised by the supplier in the contract, the purchaser is entitled to demand, in addition to the statutory claims for rescission, price reduction and damages, subsequent delivery of defect-free goods, which exhibit the characteristics promised by the supplier.
2. If a defect of the delivered item or a missing feature results in product liability for the purchaser with regard to one of his customers or a third party or the regulations of the Product Liability Law are exercised, then the supplier is obliged to grant the purchaser warranty claims even after the limitation period in full amount.
3. The supplier ensures that the goods supplied including their intended use and the services to be provided do not violate any rights of third parties (patents, utility models and industrial designs, copyright, competition law, protection of imitation). The supplier is also liable beyond the expiry of the limitation period specified in subsection 4 to indemnify the purchaser against any claims by third parties and to replace any damages caused by usage. If property rights exist for the due delivery of the supplier, he is obliged to inform the purchaser of such.
4. The limitation period for defects lasts at least 12 months and shall not end before the limitation period of the warranty claims existing in the relationship between the purchaser and his customers, but at the latest 18 months after delivery by the supplier.
5. As far as goods supplied by the supplier are intended to be forwarded to the purchaser's customers and the supplier was of aware of this or was able to recognize such, the supplier forgoes the right to a later rejection of a complaint according to 377, 378 HGB Commercial Code Law, if the purchaser examines the goods within a period of 7 days after arrival at his customer and declares such defects to the supplier. In no case is the purchaser obliged to inspect goods packaged for intended onward transport before these have been delivered to the customer.
6. For deliveries /services where any existing defects cannot be determined immediately or where the contractual quality and / or usability cannot be determined immediately after receipt, the right to raise a complaint is reserved until the complete processing is concluded. Therefore the supplier foregoes the right to object delayed complaints (para. 377, 378 HGB Commercial Code Law).
7. We accept no inappropriate content or total limitations of liability of the supplier in the event of default or negligence or lack of promised characteristics.

VI. Secrecy, Ownership of Tools

1. The supplier is obliged under any circumstances, to keep documents and materials from the purchaser or third parties assigned by the purchaser, inaccessible, and is required to commit his employees to confidentiality.
2. The production and processing of drawings, samples, models, tools and fixtures by the supplier or third parties according to information from the purchaser is done for the purchaser as the manufacturer in terms of para. 950 BGB Civil Law. This also applies if the costs incurred are partially or not borne by the purchaser. The supplier is obliged to provide the purchaser the ownership of these items free from rights of third parties and surrender them upon the first request, however at the latest upon conclusion of the order. Here the purchaser has to refund the costs of the supplier for the manufacture as far as they are to be borne against proof within a deadline of 10 days after transfer.
3. The manufacturer is also obliged to impose the foregoing obligations on his subcontractors.

VII. Supply of Materials

1. The materials provided by the purchaser and by third parties assigned by them are not the property of the supplier and are to be marked with the due care of a prudent businessman and are to be stored and maintained separately.
2. Provided materials are only to be used for the purpose of fulfilling the delivery claims of the purchaser. Processing or reshaping of these materials always takes place for the purchaser as a manufacturer as in para. 950 BGB Civil Law.

3. Purchaser and supplier agree that the ownership of the delivered items, which were made using the materials provided, is transferred to the purchaser at the latest after the completion of manufacturing. The supplier is obliged to return these items to the purchaser upon the first request.
4. The supplier is obliged to keep the goods manufactured using the materials provided safe with the due care of a prudent businessman and inform the purchaser immediately of access of a third party.

VIII. Delivery Quantity

1. The ordered quantities may only be shorted or exceeded with our consent. Calculation and payments are binding according to the quantities evaluated by our incoming goods inspection.

IX. Technical Documents

1. If technical documents are needed for handling and / or processing of the ordered goods (assembly and operating instructions, processing and usage instructions etc.) the suppliers must provide such without request, free and on time. If he violates this obligation, he is liable for damages, which occur through improper use, processing etc. This also applies for consequential damages.

X. Place of Jurisdiction

1. The exclusive place of jurisdiction for all disputes arising under the contract, directly or indirectly is Bremen, Federal Republic of Germany. The purchaser has the right to sue the supplier at the general jurisdiction of the supplier.
2. Even for cross-border deliveries, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Bremen, Federal Republic of Germany. The Purchaser reserves the right to sue the supplier before any other court that has jurisdiction by virtue of the European Jurisdiction and Enforcement Agreement EuGVÜ or by other legislation.

XI. Applicable Law

1. For the business and all legal relationships between the customer and the supplier only the law of the Federal Republic of Germany applies. The Uniform Law on the Formation of International Sale of Movable Goods (EKAG), the Uniform Law on the International Sale of Goods (EKG) and the United Nations Convention of April 11th 1980 on Contracts for the International Sale of Goods (CISG) shall not apply.

XII. Final Provisions

1. If any provision of these conditions or of any other agreement is / or becomes invalid, the validity of the remaining provisions or agreements shall not be affected. All previous purchase conditions of the purchasers are hereby rescinded.

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