

## 1. General provisions

These conditions of purchase apply exclusively for all orders placed by our company, including where supplier general terms of delivery, deviating provisions in order acknowledgements or other documentation are contrary to our conditions. Deviating conditions or other documentation are precluded without the requirement for express commensurate opposition on our part, save for where the deviations in question have been expressly acknowledged by us writing in the individual case. Execution of the order applies as acceptance of these conditions of purchase, including for subsequent orders.

## 2. Offer

In its offer, the supplier is required to comply with the details of our request for quotation and shall make express reference to any deviations. Offers are non-binding and free of charge to us.

## 3. Orders

Only written orders with a legally valid signature or duly completed sender documentation (fax number or known email address) will be deemed valid. Verbal and telephone agreements require our written confirmation for binding effect, whereby the same applies for any changes to the order.

## 4. Order acknowledgement

Orders are to be promptly acknowledged in writing, stating a specific fixed and binding delivery date (CW). Variation from our order is only permitted following prior written agreement on our part. Where acknowledgement is not received by us within 5 working days, the order will be deemed accepted at the prescribed prices and conditions.

## 5. Default in performance, infringement of obligations, material defects, liability:

**5.1** The delivery dates stated in our orders are fixed and binding dates. Upon receipt of our order, the supplier is obliged to check that it is able to comply with the delivery date and is to notify us immediately in the event that compliance with the delivery date is not possible. The supplier is to offer us an alternative delivery date, without any obligation on our part to accept the commensurately proposed delivery date.

**5.2** In the case of default in delivery, any instance of default in performance, infringement of obligations or in the event of errors or material defects, the supplier shall be responsible in accordance with the commensurate statutory provisions.

**5.3** In the instance of supplier recourse to us, the limitation period between ourselves and the supplier is five years with effect from the date of delivery of the goods to us.

## 6. Delivery note

A delivery note and consignment note are to be included with each shipment, stating the order number, date of order, raw material number and symbol as well as the part or batch number. Tanker deliveries are to be accompanied by a weigh ticket issued by an official weighing office. All outlets on the tanker must be commensurately sealed.

## 7. Dispatch

Our delivery address is:  
Emil Frei GmbH & Co. KG  
Döggingen | Am Bahnhof 6 | 78199 Bräunlingen, GERMANY  
In the case of deliveries by lorry, reference to the district Döggingen must be expressly included. A different delivery address is quoted on the order.  
In the absence of alternative agreement, dispatch is effected at the cost and risk of the supplier.

## 8. Invoicing

Invoices are to be promptly sent in single copy by separate post and must include precise details of the reference, order number and delivery note number. In particular cases the agreement on electronic invoices is possible.  
In the event of failure to comply with these requirements, the invoice will be deemed invalid until clarification or completion by the supplier and will also be without relevance in terms of the due date for payment by us of the supplier's outstanding claim. The same applies mutatis mutandis with respect to delivery notes.

## 9. Price

The agreed prices include delivery to the receiving station and are therefore 'ex delivery ramp', whereby we do not accept any respective packaging costs. Price increases, price reservations and excess deliveries will only be accepted subject to prior written agreement on our part.  
Additional costs for compliance with a delivery date such as necessary expedited transport are to be borne by the supplier.

## 10. Quality assurance

Products are to be delivered according to the agreed written specifications. Changes to specifications must be notified at least 2 months in advance. Changes are only permitted subject to written agreement. In addition, insofar as concluded with the supplier, the provisions of the quality assurance agreement also apply.

## 11. Payment

Payment will be made at our discretion following full receipt of goods or full performance following receipt of invoice, subject to a 3% discount within 10 days following receipt of goods or invoice

## 12. Assignment to third parties

Receivables may only be assigned with our written agreement.

## 13. Supplied materials

Materials provided remain the property of the purchaser, including where charged for, and are to be stored, marked and managed separately as such. Such materials are to be used solely for orders of the purchaser. Any reduction in value or losses are to be compensated by the supplier. Any processing or transformation of the material is effected on behalf of the purchaser, who shall immediately become the owner of the new or transformed item in question.

## 14. Secrecy

The supplier shall treat all orders and associated works or deliveries as trade secrets and shall handle such as confidential, save for where these are already in the public domain or are required to be disclosed by public authorities. Statements that do not refer to the purchaser by name are also not permitted. References to the existing business relationship with ourselves for the purposes of advertising in any form are solely permitted subject to our express approval.

## 15. Legal provisions

In the absence of alternative agreement, the statutory provisions of the Federal Republic of Germany apply. Where the supplier's place of business is outside the Federal Republic of Germany, insofar as not derogated under these conditions of purchase, the United Nations Convention on Contracts for the International Sale of Goods applies.

## 16. Place of performance, legal venue

**16.1** Where the supplier is a business enterprise, legal entity under public law or a special fund under public law, the place of performance is agreed as the place of delivery nominated by us. Where a place of delivery is not agreed, place of performance for the delivery in question is our registered place of business in Bräunlingen-Döggingen.

**16.2** Legal venue is agreed as our registered place of business in Bräunlingen-Döggingen.  
Where the supplier does not fulfil the requirements stated under 16.1 above, the statutory place of performance and legal venue apply.