

Purchasing Terms & Conditions of Werner Achilles GmbH & Co. KG and its Subsidiaries

§ 1

General – Scope of Applicability

1. The purchasing conditions of Werner Achilles GmbH & Co. KG (hereafter referred to as the customer) have exclusive validity; any of the contractor's purchasing conditions contrary to or deviating from those of the customer will not be recognised unless the customer agrees to their validity in writing. These conditions also apply in cases where the customer – informed of the existence of contrary or deviating conditions – takes unconditional delivery of the goods.
2. All agreements made between the customer and the contractor for the purpose of implementing this contract are to be recorded in this contract in writing.
3. The customer's purchasing conditions are only valid for businesses in accordance with paragraph 1, § 310 of the German Civil Code (BGB).

§ 2

Tender – Documentation for Tender

1. The contractor is obliged to accept the customer's order within a period of one week.
2. The customer retains the rights of ownership and copyright to any illustrations, drawings, calculations or other documentation. These cannot be made available to third parties without the customer's written consent. They are to be used exclusively for production of the customer's order and are to be returned to the customer unbidden upon completion of the order.

§ 3

Prices – Payment Terms & Conditions

1. The price indicated in the order is binding. In the absence of a written agreement to the contrary, the price includes free domicile delivery and packaging. **The contractor is obliged to take back any packaging free of charge.**
2. The customer can only process **invoices – which the contractor has to draft in duplicate** – if they include the order number, the person who placed the order, the supplier's address, cost center number and part number in accordance with the guidelines the customer laid out in the order. The contractor is responsible for any consequences resulting from a failure to carry out this obligation, insofar as no evidence is put forward to the contrary.

3. Insofar as no written agreement exists to the contrary, the customer agrees to pay the purchase price either within 14 days calculated from delivery and receipt of invoice with a 3% discount or 30 days net from receipt of invoice.
4. The customer has the right to offset or withhold payment within the limitations of the law. This includes demands made to companies affiliated with the customer. The customer also has the right to offset against claims made by an enterprise affiliated with the contractor.

§ 4

Execution

1. The contractor cannot transfer any rights or obligations resulting from an order to a third party without the customer's written consent. Each of the customer's orders is to be treated separately.
2. The delivery time stated in the order is binding. **The customer's business address or an address stipulated by the customer is standard for deliveries.**
3. Should circumstances arise making it impossible to comply with the delivery time stipulated, the contractor is obliged to inform the customer in writing immediately or immediately upon establishing the existence of such circumstances.
4. **Deliveries accepted:**

Monday to Thursday	7 a.m. – 4 p.m.
Friday	7 a.m. – 12 p.m.
5. The customer has the right to make legal claims in the event of a delivery. Particularly if the delivery is not made within a reasonable time period the customer reserves the right to withdraw from the contract and demand compensation. Should the customer demand compensation, the contractor has the right to provide evidence absolving the contractor of responsibility for the breach of obligation.
6. Every shipment is to be accompanied by a delivery note in duplicate. The delivery note must include all the identifiers required by the terms of the contract, such as person who placed the order, order number, supplier's address, cost center number and part number. The delivery note is to be attached to the outside of the packaging and clearly marked.
7. **The contractor does not retain the right to supply part-orders.**
8. Should the contractor file for bankruptcy, the customer reserves the right to withdraw from that part of the contract which has not been fulfilled.

§ 5

Quality Inspection – Liability for Defects

1. The customer is obliged to check goods for any defects or deviations in quantity within a reasonable time period. A notice of defects is considered on time insofar as it is submitted within 5 working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery. **The contractor is obliged to inform the customer of any long-term modifications to the product's material composition or production procedure.**
2. The customer is legally entitled to make any defect claims which fall within the extent of the law. In any case the customer has the right to demand from the contractor either the removal of any defects or a new delivery. The customer explicitly reserves the right to claim damages, in particular to claim compensation in place of the goods and/or services ordered.
3. The customer has the right to remove any defects itself if there is the risk of delay or pressing urgency.
4. The period of limitation is 24 months from the date of the passage of risk.

§ 6

Product Liability – Exemption-Third Party Insurance Protection

1. Insofar as the contractor is responsible for damage to a product, he is obliged upon initial request to exempt the customer for any damage claims made by third parties insofar as the cause is placed in his sphere of control and organisation, and he is liable for rights and duties as to third parties
2. As part of the liability obligations for damages described in paragraph 1, the contractor is also obliged in accordance with §§ 683 and 670 and §§ 830, 840 and 426 of the German Civil Code (BGB) to reimburse any expenditure resulting from or in connection with a recall action carried out by the customer. As far as is possible and reasonable to do so, the customer will inform the contractor about the content and extent of the recall action to be carried out and give him the opportunity to comment. All other legal rights of claim remain unaffected.

§ 7

Legal Domicile – Domicilium executandi

- 1.** Insofar as the contractor is a commercial trader, the customer's registered office is the legal domicile. The customer does however reserve the right to take legal action at the contractor's local court.
- 2.** The domicilium executandi is the customer's registered office insofar as nothing to the contrary is stipulated in the order.
- 3.** German law applies.