

General Terms and Conditions of Purchase of Heinrich Kopp GmbH

Version 01/2023

The following General Terms and Conditions of Purchase shall apply exclusively to business transactions between the Seller and Heinrich Kopp GmbH (hereinafter referred to as Company). The Company shall not be bound by any differing or supplementary terms and conditions of the Seller even if not contradicted or if the Seller states the wish to deliver only on the Seller's terms and conditions. Any deviations from the terms and conditions set forth here shall be subject to the express written consent of the Company.

The currently applicable version of Incoterms shall be referred to on points of interpretation.

The confirmation or execution of the purchase order shall be deemed acknowledgement of these General Terms and Conditions of Purchase.

1. Order confirmation

The Seller must return an order confirmation to the Company. The purchase order shall be deemed accepted as it stands if confirmation is not returned to the Company without delay, at the latest within 10 days of the order date.

2. Delivery time

The delivery dates set by the Company are binding and must be observed. In case of delay and unless agreed otherwise, the Company shall be entitled to demand delivery and compensation for damages caused by delay, compensation for non-fulfilment or to withdraw from the contract.

In cases in which the Seller must have already realised in advance the impossibility of punctual delivery, the Company must be notified accordingly without delay, stating the reasons and the anticipated length of the delay. If a considerable delay is to be expected, the Company shall be entitled, in deviation from rights in paragraph 1, to cancel the order without setting a grace period. Partial deliveries shall be subject to express consent.

3. Prices

Unless expressly agreed otherwise in writing, the prices agreed shall remain fixed until the contract is completed in full.

4. Delivery and shipping

Unless agreed otherwise the shipping and packaging costs, customs duties, fees and other charges shall be borne by the Seller. In case of ex works or ex stock prices, the Seller shall always ship the goods at the lowest cost unless the Company has specified a specific means of transport. The extra cost of any express shipping in order to meet a delivery deadline shall be borne by the Seller.

5. Preferential goods

The Seller shall only deliver goods eligible for preference.

Written consent must be obtained from the Company for the delivery of non-preferential goods. Such goods must be identified clearly on the invoice.

In case of non-compliance, the Seller shall refund any losses incurred.

6. CE marking

Products subject to European safety guidelines must be delivered with a CE marking. If requested to do so, the Seller must provide a Declaration of Conformity.

7. Packaging

The Seller must package the goods in a proper and suitable manner. The Seller guarantees that he is a member of an established system for the disposal of packaging materials so that packaging is used in compliance with the current relevant provisions of the German Packaging Act. Unless the agreed price includes packaging, the packaging shall be invoiced at cost. The Seller shall be liable for all damage incurred by the Company arising from non-compliance with these packaging provisions and shall bear the costs incurred.

8. Invoices

Each delivery must be invoiced separately, stating the order reference and all other order details in accordance with the order regulations. The invoices must be issued in duplicate. In case of invoices being issued incorrectly, the Seller shall be liable for the losses incurred. Incorrect invoices will be returned to the issuer. A payment date shall be set when the correct invoice is issued.

9. Payments

Payments shall be made according to the terms set out in the purchase order.

The term for payment begins as soon as the goods or services are accepted, or if no acceptance is envisaged, upon the full consignment reaching the factory and the Company having received the correctly issued invoice.

The term for payment shall not, however, begin before the agreed delivery date.

Payments shall be made weekly taking into account the payment terms agreed with the Seller. This mode of payment may occasionally result in payment before or after the due date. These minor delays shall not warrant the issue of reminders or the charging of reminder fees. Furthermore, this shall not affect the right to deduct a discount.

Payments shall not constitute recognition that the goods or service are compliant with the contract.

The Company shall be entitled to offset any claims due from the Seller against claims by the Seller at any time. The Company reserves the right to pay by bill of exchange.

10. Proprietary rights

The Seller shall be liable for ensuring that the delivered goods and use of the purchased items is not in breach of third-party proprietary rights. Any losses incurred by the Company or its customers through the use of trademarks, signs, labels, models, designs, etc. that breach the existing rights of other parties shall be borne by the Seller.

Models, drawings, standard specification sheets, masters, templates, tools, moulds and such like, as well as goods manufactured using such, may neither be passed on to third parties, nor used for their own or for advertising purposes or the Seller's purposes without the written consent of the Company. They must be secured against unauthorised access or use. Unless agreed otherwise, they must be returned in perfect condition at the latest upon delivery of the remaining goods. Non-compliance shall constitute liability to full compensation and shall entitle the Company to withdraw from the contract either in part or in full, without further notice or remuneration. The Company and Seller agree that tools, moulds and such like, which were produced at the full or partial expense of the Company shall pass to the Company's ownership upon payment. They will be stored, maintained or renewed with due care by the Seller, so that they may be used at any time. The Seller shall insure the items appropriately. The Company shall be entitled to demand that the Seller return the items provided at any time. In particular, the Company shall be entitled to demand the free transfer of the moulds for which they have paid in full or in part in case of delivery problems on the part of the Seller.

11. Warranty

Material defects shall entitle the Company to exercise the statutory warranty claims at its discretion - in the case of rescission also of partial rescission. In urgent cases, the Company shall be entitled to replace or repair defective parts and remedy any damage at the expense of the Seller. Faults that are only identified after treatment or processing, or on putting into use shall entitle the Company to demand refund of the costs expended fruitlessly. According to sections 377, 378 and 381 (2) of the German Commercial Code (HGB) defects shall be notified in the regular course of business, the period allowed varies depending on the product. It is no less than four weeks. Fourteen days after sending the notice of defects, the Company shall be entitled to return the goods to the Seller's address at the latter's cost and risk in the absence of any other address for dispatch having been made known. Unless agreed otherwise in the purchase order, the warranty period shall be 24 months from the passage of risk. Asserting claims for defects with regard to part of the delivery shall not exclude acceptance of the part not subject to the claim. Payment does not constitute acceptance of the goods.

12. Quality assurance

The Seller shall strive to achieve a quality assurance standard in accordance with ISO 9001/2. Details shall be set forth in a separate agreement.

13. Transferring orders to third parties shall not be permitted without the Company's written consent and shall entitle the Company to withdraw from the contract in part or in full or to demand compensation.

14. Provision of materials

Material provided and delivered by the Company for the execution of the order shall remain the property of the Company. It shall be stored, marked and managed separately as such. The treatment, processing, combining or mixing of the materials provided with goods that belong to third parties or are subject to third-party rights shall only be permitted within the scope of the order placed. If the Seller does not fulfil its obligations arising from the order or is in default, the Company may forbid processing or treatment at any time and demand the return of the material provided, irrespective of the respective production state.

The treatment or processing of the material provided shall be carried out for the Company on its behalf without any obligations being incurred for the Company. If the material provided is processed with other items that do not belong to the Company, the Company shall acquire co-ownership of the new item in the relevant production state proportionate to the value of the goods provided in relation to the other items. The items owned or co-owned by the Company shall be stored for the Company by the Seller free of charge with the due diligence of a prudent business person. The Seller shall insure the items appropriately.

15. If the Seller discontinues production, the Company shall be given the opportunity to place a final order and/or at the Company's demand, the Seller shall supply the Company with all the devices and documents required to manufacture the spare parts and allow the Company to use them free of charge.

16. The assignment of claims shall be subject to the written consent of the Company.

17. Place of fulfilment is Kahl/Main.

18. Place of jurisdiction is Aschaffenburg.

In case of a dispute arising out of the business relationship, German law shall apply exclusively.

19. Severability clause

Even in case of individual points being legally invalid, the remaining parts of these General Terms and Conditions of Purchase shall remain binding.

20. Amendments to the agreement concluded shall require the written form for their validity.

Our parts number and purchase order number and the supplier number must be specified on the invoice and delivery note. Invoice in duplicate, delivery note in duplicate. In case of delivery notes which do not bear our order number, parts number or the supplier number, the time allowed for invoice payment shall only begin after clarification.

Incoming goods department: Monday - Friday from 8 a.m. to 3 p.m.

Express and piece goods station: Aschaffenburg main station. **Our VAT ID No.: DE132071999**