



## General Purchasing Conditions aas GmbH Armaturen Anlagen Service

### § 1 Application

(1) All deliveries, services, and offers from our suppliers to us, aas GmbH Armaturen Anlagen Service, Rudolf-Diesel-Str. 105, 46485 Wesel, Germany, (hereinafter referred to as "AAS"), are based exclusively on these General Purchasing Conditions. They constitute an integral part of all contracts that AAS concludes with suppliers of AAS for the deliveries or services offered by the suppliers. They also apply to all future deliveries, services, or offers to the client without having to be specifically agreed upon in each case.

(2) Any terms and conditions of the suppliers of AAS or third parties do not apply even if AAS does not separately object to their validity in individual cases. Even if AAS refers to correspondence that contains or refers to the terms and conditions of the supplier or a third party, this does not constitute agreement with the validity of those terms and conditions.

### § 2 Orders and commissions

(1) Insofar as offers from AAS do not expressly contain a period of validity, AAS is bound by them for one week after the date of the offer. Receipt by AAS of the confirmation of acceptance is decisive for determining timely acceptance.

(2) AAS is entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice at least four calendar days before the agreed delivery date. This also applies to changes to product specifications insofar as these can be implemented within the scope of the supplier's normal production process without significant additional effort, in which case the period of notice according to the previous sentence is at least two weeks. AAS will reimburse the supplier for any proven and reasonable additional costs arising from the change. If such changes result in delays in delivery that cannot be avoided with reasonable efforts in the supplier's normal production and business operations, the originally agreed delivery date will be postponed accordingly. The supplier must notify AAS in writing of the anticipated additional costs or delays in delivery that the supplier can reasonably foresee in good time before the delivery date, but at least within two working days of receipt of notification from AAS pursuant to the stipulations in page 1.

(3) AAS is entitled to withdraw from the contract at any time by means of a written statement stating the reason if AAS is unable to use the ordered products in the business operations of AAS due to circumstances for which the supplier is responsible after conclusion of the contract (such as failure to comply with statutory requirements) or if AAS can only use them at considerable expense or effort or if the supplier's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in compliance with the contract cannot be expected.

### § 3 Prices, terms of payment, invoice details

(1) The price stated in the order is binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address stated in the contract, including packaging.

(3) If the price stipulated in the agreement does not include packaging and the remuneration for the packaging – not provided on loan – is not explicitly specified, it will be charged based on the verified cost price. The supplier must retrieve the packaging at the supplier's own expense if requested by AAS.

(4) Unless otherwise agreed, AAS will pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 3% discount or within 30 days net. The receipt of the transfer request from AAS by the bank of AAS is sufficient to determine the timeliness of the payments owed by AAS.

(5) The order number, article number, delivery quantity, and delivery address of AAS must be stated on all order confirmations, delivery documents, and invoices. If one or more of these specifications are missing and if, as a result, the processing by AAS in the normal course of business is delayed, the payment periods specified in item 4 will be extended by the duration of the delay.

(6) In the event of late payment, AAS is liable to pay interest on arrears at a rate of five percentage points above the base interest rate in accordance with Section 247 of the German Civil Code (BGB).

### § 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or deadline) specified by AAS in the order or otherwise applicable under these General Purchasing Conditions is binding. Premature deliveries are not permitted.

(2) The supplier is obliged to inform AAS immediately in writing if circumstances occur or become apparent indicating that the delivery time cannot be complied with.

(3) If the day on which delivery is to take place at the latest can be determined on the basis of the contract, the supplier is deemed to be in default at the end of that day without the need for a reminder on the part of AAS.

(4) In the event of a delay in delivery, AAS is entitled to the statutory claims without restriction, whereupon AAS can only exercise a right of withdrawal or assert claims for damages instead of performance after the unsuccessful expiry of a reasonable grace period.

(5) In the event of delays in delivery, AAS is entitled, after prior written warning to the supplier, to demand a



contractual penalty in the amount of 0.5%, up to a maximum of 5%, of the relevant order value for each week or partial week of the delay in delivery. The contractual penalty is to be charged to the supplier in addition to reimbursement of the damage caused by the delay.

(6) The supplier is not entitled to make partial deliveries without the prior written consent of AAS.

(7) Even if shipment has been agreed, the risk is only transferred to AAS when the goods are handed over to AAS at the agreed destination.

#### **§ 5 Ownership protection**

(1) AAS reserves the right of ownership or copyright to all orders and contracts placed by AAS as well as drawings, illustrations, calculations, descriptions, and other documents made available to the supplier. The supplier may neither make the above items accessible to third parties nor use or duplicate them directly or through third parties without the express consent of AAS. The supplier must return these documents in full to AAS upon request if they are no longer required for the supplier's normal course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier are to be destroyed; the only exceptions to this are storage in accordance with statutory retention obligations and the storage of data for back-up purposes as part of the normal data backup.

(2) Tools and models that AAS provides to the supplier or that are manufactured for contractual purposes and are charged to AAS separately by the supplier remain the property or become the property of AAS. The supplier agrees to mark them as the property of AAS, store them carefully, insure them to a reasonable extent against damages of any kind, and use them only for the purposes of the contract. In the absence of an agreement to the contrary, the contracting parties each bear half of the costs of the maintenance and repair of these tools and models. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use by the supplier, the supplier's employees, or other vicarious agents, they are borne solely by the supplier. The supplier will notify AAS immediately of any damage, whether significant or minor, to such tools and models. Upon request, the supplier is obliged to return them to AAS in proper condition if they are no longer required by the supplier to fulfil the contracts entered into with AAS.

(3) Retentions of title by the supplier only apply insofar as they relate to the payment obligation of AAS for the relevant products to which the supplier retains title. In particular, extended or prolonged retentions of title are not permitted.

#### **§ 6 Warranty claims**

(1) In the event of defects, AAS is entitled to the statutory claims without limitation. Notwithstanding this, the warranty period is 30 months.

(2) In any event, deviations in quality and quantity are regarded as having been reported punctually if AAS notifies the supplier of such deviations within one month from the date on which AAS received the goods. Hidden material defects are also regarded as having been reported punctually if the supplier is notified within two weeks of their detection.

(3) AAS does not waive warranty claims by accepting or approving submitted samples or specimens.

(4) After the supplier receives a written notification of defects from AAS, the limitation period for warranty claims is suspended until the supplier rejects the claims of AAS or declares the defect to be remedied or otherwise refuses to continue negotiations on claims of AAS. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts begins anew unless AAS had to assume, based on the conduct of the supplier, that the supplier did not feel obliged to take such action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

#### **§ 7 Product liability**

(1) The supplier is responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product delivered by the supplier and undertakes to indemnify AAS from the resulting liability. If AAS is obliged to carry out a recall campaign with respect to third parties due to a defect in a product supplied by the supplier, the supplier bears all costs associated with the recall campaign.

(2) The supplier is obliged to maintain product liability insurance at the supplier's own expense with a coverage of at least EUR 1,000,000 which, unless otherwise agreed in individual cases, does not need to cover the risk of recall or punitive or similar damages. The supplier will send AAS a copy of the liability policy at any time upon request.

#### **§ 8 Industrial property rights**

(1) In accordance with item 2, the supplier guarantees that the products they supply do not violate any industrial property rights of third parties in any country in the European Union or other countries in which the supplier manufactures the products or has them manufactured.

(2) The supplier is obliged to indemnify AAS from all claims asserted against AAS by third parties due to the infringement of industrial property rights referred to in item 1 and to reimburse AAS for all necessary expenses in connection with this claim. This does not apply if the supplier proves that they are neither responsible for the infringement of property rights nor that the supplier could have been aware of it at the time of delivery had they exercised proper business diligence.

(3) Any further legal claims AAS may have due to defects of title for products delivered to AAS remain unaffected.



#### **§ 9 Spare parts**

(1) The supplier is obliged to maintain spare parts for the products delivered to AAS for a period of at least five years after delivery.

(2) If the supplier intends to discontinue the production of spare parts for the products delivered to AAS, the supplier will inform AAS immediately following the decision to discontinue. Subject to item 1, this decision must be made at least six months before production is discontinued.

#### **§ 10 Confidentiality**

(1) The supplier is obliged to keep the conditions of the order as well as all information and documents (except for information that is publicly accessible) made available to the supplier for this purpose confidential for a period of three years after conclusion of the contract and to use them only for the purpose of fulfilling the order. On request, the supplier will return the above items to AAS immediately after handling relevant inquiries or processing the orders.

(2) The supplier may not refer to the business relationship in advertising material, brochures, and the like without the prior written consent of AAS and may not display delivery items manufactured for AAS.

(3) The supplier will place its subcontractors under the same obligations as set forth in Section 10 herein.

#### **§ 11 Assignment**

The supplier is not entitled to assign claims arising from the contractual relationship to third parties. This does not apply to monetary claims.

#### **§ 12 Legal compliance**

(1) The supplier is obliged to comply with the statutory provisions relevant and applicable to the supplier in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour, and environmental protection regulations.

(2) The supplier will ensure that the products they supply meet all relevant requirements for being placed on the market in the European Union and the European Economic Area. On request, the supplier is required to provide evidence of conformity by presenting the appropriate documents.

(3) The supplier will make reasonable efforts to ensure that their subcontractors comply with the obligations of the supplier as set forth in Section 12 herein.

#### **§ 13 Place of performance, place of jurisdiction, applicable law**

(1) The place of performance for both parties and the sole place of jurisdiction for all disputes arising from the contractual relationship is Wesel, Germany.

(2) The contracts concluded between AAS and the supplier are governed by the law of the Federal Republic of

Germany; the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.