



BANDTEC Stahlband GmbH

Terms and Conditions of Purchase

(Status: May 2022)

I. General

1. All deliveries and services of the Seller - including future deliveries and services - shall be made exclusively on the basis of these Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions"). Any deviations from these Terms and Conditions shall require written agreement. This shall also apply to a waiver of this written form requirement. The Seller's terms and conditions of sale and delivery are hereby expressly rejected. These shall not apply even if the Buyer does not object to them in individual cases and accepts the goods without objection.
2. Oral declarations of the Buyer become binding only by his written confirmation. The written form shall also be deemed to have been complied with by transmission by fax or e-mail.
3. In case of doubt, the INCOTERMS in the latest version at the time of conclusion of the contract shall be decisive for the interpretation of trade terms.
4. The preparation of offers is free of charge and non-binding for the Buyer.

II. Delivery and Transfer of Risk

1. Unless otherwise agreed, deliveries shall be made DDP.
2. The Seller shall not be entitled to make partial deliveries without the prior consent of the Buyer.
3. Unless otherwise agreed, the Seller shall be entitled to exceed or fall short of the agreed delivery quantities to the extent customary in the trade (+/-10%).
4. Packaging costs shall be borne by the Seller, unless otherwise agreed. If the Buyer bears the costs of packaging in an individual case, he shall be charged on the basis of the most favorable market price level. The obligation to take back packaging shall be governed by the Packaging Act in its latest version.
5. Any reservation of self-delivery on the part of the Seller is hereby rejected.
6. The Seller shall bear the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "free domicile" deliveries, until the goods are handed over at the place of destination.

III. Delivery Terms, Force Majeure

1. Delivery dates and deadlines are binding. Impending delays in delivery shall be notified to the Buyer in writing without undue delay. At the same time, suitable countermeasures to avert the consequences shall be proposed to the Buyer.
2. Unless otherwise agreed in writing, the date of receipt of the goods by the Buyer shall be decisive for compliance with the delivery date or delivery period.
3. In the event that delivery is not made on time, the Buyer may withdraw from the contract after setting and unsuccessful expiry of a reasonable grace period.
4. The Seller may only invoke the absence of necessary documents to be supplied by the Buyer if the Seller has not received the documents even after a written reminder.
5. The Seller shall not be liable for the non-performance of its delivery obligation if it proves that the non-performance is due to an impediment beyond its control and that it could not reasonably have been expected to consider the impediment at the time of conclusion of the contract or to avoid or overcome the impediment or its consequences. However, Seller shall remain obligated to procure a replacement. The Seller shall notify the Buyer of the impediment and its effect on the delivery obligations without undue delay as soon as the Seller has become aware of the impediment or could have become aware of it. If the Buyer does not receive the notification in due time, the Seller shall be liable for all damage incurred by the Buyer as a result of the delayed notification. If the impediment lasts longer than four (4) weeks, the Buyer shall be entitled - without compensation - to rescind or terminate the contract on which the delivery is based.

IV. Prices, Payment Terms, Offsetting, Retention

1. Agreed prices are fixed prices and are not subject to price adjustments.
2. In the case of "free domicile", "free place of destination" and other "free/prepaid" deliveries, the price shall include the freight and packaging costs. In the event of carriage-forward delivery, the Buyer shall bear only the most inexpensive freight costs, unless a special type of shipment has been stipulated.
3. In the absence of other agreement or more favorable conditions of the Seller, payments shall be made within 14 days less 3% discount or within 30 days.
4. Payment and discount periods shall commence upon receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. works certificates) or similar documents are part of the scope of services, not before their handover to the Buyer in accordance with the contract.
5. The Buyer shall be entitled to rights of set-off and retention to the extent provided by law.

V. Inspection of Incoming Goods

1. Buyer's obligation to inspect incoming goods is limited to identity, quantity and purely visual defects (e.g. obvious transport damage). Buyer's inspection shall take place within eight (8) days after receipt of the goods. The Buyer shall give notice of any defects or discrepancies discovered in the course of such inspection

within three (3) working days. If defects become apparent at a later date, Buyer shall also notify Seller thereof within three (3) business days after detection.

2. Seller shall take into account Buyer's limited incoming goods inspection by implementing and maintaining a comprehensive outgoing goods inspection.

VI. Warranty, Liability and Statute of Limitations

Warranty (material defects and defects of title) and liability of the Seller as well as the limitation of claims/rights of the Buyer shall be governed solely by the statutory provisions.

VII. Indemnification

1. The Seller shall indemnify the Buyer against all claims arising from non-contractual product liability which are attributable to a defect in the product/partial product supplied by the Seller. Under the same conditions, the Seller shall also be liable for damages incurred by the Buyer as a result of precautionary measures of a reasonable nature and scope against a claim arising from non-contractual product liability, e.g. as a result of public warnings or product recalls. The Buyer's right to assert its own damage claim against the Seller shall remain unaffected.

2. If a third party asserts claims against the Buyer based on the infringement of its property rights through the use of the Seller's goods or services, and if the Seller is obligated to remedy this defect of title under applicable warranty terms, the Seller shall furthermore defend the Buyer against the third party's claims as follows and indemnify the Buyer against such claims (if applicable, within the scope of an agreed limitation of liability):

The Seller shall assume, at its own expense, the legal defense against such third party claims. The Seller shall reimburse the Buyer for any expenses incurred by the Buyer as a result of a judgment having legal effect. Prerequisites for the claims of the Buyer against the Seller provider are that

- the Buyer notifies the Seller without undue delay of the assertion of the relevant claim by the third party, and
- the Buyer has left the sole legal defense against such claims to the Seller. To the extent that Buyer cannot fully assign the legal defense to Seller, Buyer shall instead grant Seller control thereof and shall act only and always in consultation with Seller in connection with the legal defense or settlement negotiations.

The Buyer shall support the Seller to a reasonable extent in the preparation and conduct of the legal defense or settlement negotiations.

The statute of limitations for the indemnification claim shall be the same as the statute of limitations for the Buyer's warranty of title claims.

VIII. Retention of Title

The Buyer objects to any form of retention of title.

IX. Insurance

The Seller undertakes to cover insurance to a sufficient extent against all risks which its liability relates to. The Seller shall provide proof of his insurance coverage to the Buyer upon request.

X. Declarations of Origin

In the event that Seller makes declarations as to the preferential or non-preferential originating status of the goods sold, the following shall apply:

1. The Seller undertakes to enable the customs authorities to verify the proofs of origin and to provide the information required for this purpose as well as any confirmations that may be required.
2. The Seller is obliged to compensate the damage caused by the fact that the declared origin is not recognized by the competent authority as a result of faulty certification or lack of possibility of verification. However, this liability shall only arise in the event of culpable conduct on the part of the Seller or if a specific origin has been assured.

XI. Confidentiality

The commercial, business and technical information of the Buyer shall, as long as and to the extent that it is not demonstrably public knowledge or has not been designated by the Buyer for resale by the Seller, be kept secret from third parties and may only be made available in the Seller's own business to those persons who must necessarily be involved in its use and who are also bound to secrecy. The information shall remain the exclusive property of the Buyer.

XII. Data Protection

The Buyer shall collect, process and store personal data of the Seller for the purpose of initiating, concluding and/or executing a contract in accordance with the applicable provisions of data protection law, in particular the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (DSGVO). Details on the type, scope and purpose of the collection, processing and use of personal data can be found in the Buyer's privacy policy, which can be viewed at <https://www.bandtec.de/datenschutz/>.

XIII. Final Provisions

1. Unless otherwise agreed, the place of performance for all deliveries and services shall be the Buyer's registered office.
2. German law shall apply exclusively. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) are excluded.
3. The exclusive place of jurisdiction - including international jurisdiction - shall be at the Buyer's place of business. The Buyer shall, however, be entitled to sue the Seller at the latter's place of business.
4. If individual provisions of a contract concluded between the parties are invalid, this shall not lead to an overall invalidity of the respective contract.