



General Conditions of Purchase

1. Validity

- The following conditions of purchase shall apply for all Spohn + Burkhardt (hereinafter abbreviated as "Spobu") orders, other supply contracts, work and service contracts, contracts for material and labour, etc. Future contracts shall not require any additional incorporation.
- The conditions of purchase shall also apply for future enquiries and orders unless Spobu replaces these conditions of purchase with new relevant conditions.
- Suppliers' sales conditions are hereby contradicted and require no further rejection. This shall also apply for future contracts.
- Acceptance of goods or parts of goods or payments made by Spobu shall not constitute recognition of the supplier's sales conditions.
- Orders and deliveries are carried out in accordance with currently valid laws applicable for internal contracts in Germany. This means that legislation which would apply if both parties to the contract had their registered office in Germany is authoritative.
- The remaining provisions of the contract shall remain unaffected if individual contract provisions, in particular these terms of purchase, are invalid or become invalid. Both parties to the contract shall be reasonably obliged to replace in good faith invalid provisions with legally permissible provisions which best comply with the economic purpose of ineffective provisions.

2. Offers

- Offers and project processing required by Spobu are all to be carried out free of charge irrespective of the expense involved.
- The same shall apply for samples.

3. Orders

- Only orders and amendments to orders made or confirmed in writing shall be valid. Only oral agreements which are confirmed in writing shall be valid. Orders shall only be legally valid when signed by two authorised representatives.
- Orders shall be accepted within ten working days as of the date of placing an order. The supplier shall not be entitled to make any claims based on the order subsequent to expiry of this period.
- The supplier may only subcontract with the approval of Spobu.
- Spobu shall be entitled to cancellation in the event of production limitations and discontinuations which are not the responsibility of Spobu. Should Spobu exercise this entitlement, the supplier shall be obliged, within five working days of notification, to submit a list of the raw materials, semi-finished goods and finished goods in its warehouse which are established to be essential if it is evidenced that there is no other possibility to use these materials or parts. Spobu shall be entitled to inspect these products to be made available and to take delivery of said products. In the event of Spobu taking possession, payment shall be made on the basis of evidenced costs for materials and production wages; apart from this ES shall reimburse the supplier with evidenced expenses.
- Spobu quality assurance regulations and drawings shall be an integral part of the contract for each order in terms of works standards.

4. Delivery

- Failure to meet the delivery date shall entitle Spobu, subsequent to granting a period of grace, to have the goods produced at a supplier of its choice at the expense of the supplier. Spobu shall furthermore be entitled to reject outstanding deliveries, to cancel the order and/or to claim compensation for losses for each day 0,2 % of the whole value of the contract, but not more than 10% overall. At the same time, Spobu shall be entitled to demand that tools and production tooling be handed over immediately and to take possession of these tools and production tooling at their current value insofar as they are not yet Spobu property. The supplier shall have no lien on said tools and tooling.
- Deliveries shall all be DDP (according to Incoterms 2010) in packaging adequate in terms of the quantity and sensitivity of materials and products ordered. Spobu packaging guidelines as presented on the Spobu website shall be valid.

5. Acceptance

- The number of units, dimensions, weights, quality characteristics or the results of the quality rating taken from statistical test methods ascertained by the Spobu incoming inspection are significant for acceptance.
- Spobu shall not be obliged to accept partial and full deliveries which had not been agreed. They may be rejected at the expense and the risk of the supplier or stored at the expense of the supplier.
- Inevitable occurrences such as natural disasters, official activities, labour disputes, unrest and transport and operational disruptions which result in limiting the operational procedure at Spobu shall release Spobu from its acceptance obligation for the period in which they have an effect.

6. Quality Assurance

- The quality characteristics agreed on for an order and the quality assurance regulations and drawings submitted to the supplier shall constitute warranted properties. The supplier shall be obliged to conduct quality controls in accordance with the latest state of technology.
- The supplier shall be obliged to permanently adapt the quality of products it is to supply to the latest state of technology. The supplier shall notify Spobu of any resulting technical improvements and modifications and shall agree with Spobu on individual measures. Should Spobu request samples, the supplier shall only be entitled to commence with serial production when a written release has been submitted.
- Technical modifications to the delivery items are at all times only permissible upon written approval by Spobu. In the event of relating simplifications to products when ensuring their functioning, Spobu shall be entitled to require an adequate price reduction.

7. Prices

Prices indicated in orders are all DDP. If an order does not contain any prices, the contract shall not become binding before agreement on prices has been reached.

8. Payment

- Payment conditions are the release of the contractually delivered goods by the commercial and technical goods incoming departments and the receipt of a correct, auditable invoice.
- The payment due date is 14 days with a discount of 4 % after receiving the invoice, or 60 days net after receiving the invoice.
- The terms for payment in accordance with 8.2. shall commence on the date of receipt of an invoice and subsequent to completion of a goods incoming inspection. A goods incoming inspection shall be considered to have been conducted if no objections are raised within ten working days.

- The term of payment shall not commence earlier than on the date shown on the order for shipments and partial shipments delivered prior to the agreed date and accepted by Spobu.

9. Transfer of Title

- If Spobu provides material or makes an advance payment, title to goods ordered shall already be transferred to Spobu when production commences. The supplier shall complete production for Spobu and shall also retain possession for Spobu in accordance with regulations applicable for a gratuitous custodian.
- Production tooling made available to the supplier by Spobu (cf. 10.1) shall remain the property of Spobu. If the supplier itself produces such production tooling, title to this tooling shall be transferred to Spobu as soon as Spobu makes payment (including an advance payment) for these tools. In this case the supplier shall hold the production tooling for Spobu as a gratuitous borrower in a manner which may be revoked at any time. This shall exclude any lien.

10. Production tooling

- Drawings, lists of items, functional models, demonstration models, models, templates, tools and other production tooling which Spobu has produced by the supplier or which Spobu provides to the supplier may only be used in the interest of Spobu, i.e. in particular not made accessible to third parties nor used by any third party.
- Production tooling may only be modified by the supplier with the written approval of Spobu.
- The supplier shall bear all the costs for the servicing, maintenance, repairs, care and replacement of production tooling components. The latest status of technological regulations is to be observed.
The supplier shall insure the production tooling against fire and against any related loss of production on the basis of the market price. The supplier shall be liable for the perfect condition of the tools and for any follow-up costs, e.g. losses of production, caused by tool damage.
- Should Spobu request that production tooling or parts thereof be returned, return delivery shall be made by the supplier at its direct expense and risk.

11. Property Rights

- The supplier shall ensure that it has free access to products it supplies and that these products are free of any third-party rights, in particular that the property rights of third parties are not violated.
- The supplier shall exempt Spobu and its customers from any resulting claims in the event of violation.
- The supplier shall notify Spobu immediately without any relevant request in the event that it ascertains any violation of property rights.

12. Guarantee and Liability

- The supplier shall guarantee that materials and products ordered are free of any faults in terms of construction, material properties and origin. The following shall apply in addition to legal regulations:
 - Should the supplier fail to fulfil its obligation of supplementary performance within a period of grace specified by Spobu, or should it not be possible for the supplier to provide supplementary performance in the period specified by Spobu due to particular urgency, Spobu shall be entitled to rectify faults itself or have faults rectified or seek an alternative technical solution at the expense of the supplier. The supplier shall bear any resulting costs incurred and shall be liable for any other damage.
 - In deviation of § 377 of the German Commercial Code (HGB), a notice of defect may be enforced within three weeks of receipt of goods; this shall apply for a period of three weeks after the detection of a fault in the case of hidden defects.
 - If a statistical test method such as is defined in an order exceeds the maximum proportion of errors permitted for the defined test volume, Spobu shall be entitled to examine the entire quantity delivered at the expense of the supplier or to refuse acceptance of the entire consignment.
 - If partial deliveries give rise to objections more than three times and if it cannot be conclusively ruled out that individual objections give cause to expect other faulty deliveries upon judicious assessment, Spobu shall be entitled to reject fulfilment of the remaining contract and to claim for compensation for losses. In the case of successive sales contracts Spobu shall be entitled to immediate cancellation. The supplier will in this case be obliged to reimburse Spobu with tool expenses paid but not yet amortised.
 - Irrespective of legal reason and rights, whether on the basis of national or foreign law, the customer or third parties indemnifies us for damages under product liability, claim, so the supplier of such claims - including the costs of legal defense - as far as he caused the damage - and in applying the debt-dependent right - to the extent responsible for the circumstances underlying the liability. Insofar as the cause of the damage in the area of responsibility falls to the supplier, he shall bear the burden in this respect. The supplier shall assume all costs and expenses of any recall action in these cases. In addition, the statutory provisions shall also apply. The supplier shall be required to provide proof of product liability insurance and to provide this to the customer.

13. Secrecy

The supplier shall treat Spobu orders and all the resulting commercial and technical details as strictly confidential. The supplier is to ensure that its sub-suppliers also hold aforesaid material in strict confidence.

14. References

The supplier shall only utilise the business relationship with Spobu as a reference upon the approval of Spobu.

15. General

The place of performance shall be Ulm, Germany. The court of jurisdiction shall be Ulm, Germany. Spobu is also entitled to bring legal action at the registered office of the supplier.

Liefer- und Zahlungsbedingungen, siehe www.spobu.de

Delivery and payment terms, see [www.spobu.de/Conditions de livraison et de paiement, voir au www.spobu.de](http://www.spobu.de/Conditions%20de%20livraison%20et%20de%20paiement,voir%20au%20www.spobu.de)

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