

General Purchasing Terms and Conditions

I. Scope

1.1 Our purchasing terms and conditions shall govern all contractual and other legal relationships with the Supplier, even if no explicit reference is made to them in individual cases such as, in particular, follow-up and additional orders. To order materials and services necessary to manufacture our products, our terms of delivery set out in "Product material and services" shall apply.

1.2 Any additional and deviating agreements require our express written confirmation.

1.3 With the quote, but at the latest with the execution or delivery of the order, the Supplier accepts our purchasing conditions as the sole decisive terms, even if they declare they want to stick to their standard contractual terms only.

1.4 We will not accept the Supplier's general terms and conditions unless we expressly approve them in writing. Accepting or refusing the delivery shall not imply that we acknowledge said conditions. These provisions shall apply to the entire duration of the business relationship with the Supplier.

1.5 The Supplier shall regard our inquiries, orders and any related work as trade secrets and shall treat them as confidential accordingly. The Supplier shall be liable for any damage caused to us, arising from infringing this obligation, also on the part of their employees.

1.6 Without OHL's written consent, the Supplier may not transfer the contractual obligations to third parties.

1.7. The Supplier may not directly or indirectly point out the business relationship existing with us in advertising material of any kind without our express consent.

1.8 This version of the General terms and conditions replaces all previous versions that have been made known to the Supplier by OHL Gutermuth Industrial Valves GmbH (OHL).

II. Quote

2.1 The quote shall be binding and free of charge, submitted in writing and not constitute an obligation for OHL. With regard to type, quantity and condition, the Supplier shall adhere strictly to our request and any other requirements, and shall expressly address any deviations, for example in the case of constructive concerns, in the offer.

III. Orders

3.1 Only written orders and order changes including any attached documents shall be binding for us. Any ancillary agreements or other legally binding declarations in connection with an order shall require our explicit written confirmation to be valid. Any deviations from the order must be clearly highlighted by the Supplier in the order acceptance.

3.2. If the Supplier does not confirm a written order received by OHL in writing within one week, then OHL's conditions, in particular binding delivery dates, shall be deemed accepted by the Supplier. Notwithstanding the aforesaid, OHL reserves the right to revoke the order without any costs

3.3 The Supplier shall make sure that orders for parts that are to be manufactured according to our drawings must be accompanied by corresponding drawings. If, for example, an order does not include such a drawing, the Supplier shall notify us immediately. Under no circumstances may the Supplier manufacture any part on the basis of its own drawings, as these are not subject to our engineering change service. All drawings provided to the Supplier by us shall be returned immediately, unless otherwise agreed with us.

At the latest upon delivery of the order, drawings shall be attached to the delivery note enclosed with the delivery.

3.4 OHL reserves the right to apply changes to orders retrospectively as long as this is reasonable for the Supplier.

3.5 If the Supplier is insolvent or if conciliation or insolvency proceedings are applied for his assets, then OHL shall be entitled to order cancellation, without being liable for any compensation

IV. Delivery conditions

4.1 The delivery time specified in the order is binding.

4.2 The Supplier is obliged to inform us immediately in writing if circumstances occur, or they become aware of situations resulting in their inability to meet a delivery deadline.

4.3 The delivery time agreed to shall be met if the delivery item has reached the contractually agreed destination, and/or the service due has been fully rendered, on the established delivery date.

4.4 Partial deliveries are not permitted unless otherwise expressly agreed.

4.5 In case of delayed delivery we shall be entitled to legal claims. In particular, we shall be entitled to claim compensation for non-fulfilment after fruitless expiry of a reasonable grace period. A grace period of 10 days shall be reasonable, unless special agreements have been entered into for the unconditional fulfilment of the delivery date, with the threat of penalties, or there is a case of force majeure in accordance with Article X. In such a case, the delivery period shall be appropriately extended. The Supplier undertakes to take all reasonable measures in a clearly apparent way to minimize OHL's damage as a result of the delayed delivery.

V. Prices, invoices and payment

5.1 Provided no different arrangements have been made, the prices underlying our order shall be fixed prices including duty paid delivery.

5.2 The prices shall include packaging costs, unless otherwise expressly agreed.

5.3 Should any additional costs arise due to changes in design, manufacturing or any other reason, OHL shall be immediately notified thereof. Any additional costs shall require our written approval to be effective.

5. The Supplier shall prepare invoices immediately after shipping the goods. We will only be able to process invoices if they contain all the required information, in particular order and item numbers as well as, if applicable, our customer order number, in accordance with the specifications in our order. The sales tax is to be specified separately.

Invoices shall be submitted digital via Email including the blanc delivery note (pdf), or may be sent by post and may not be attached in the delivery.

Einkauf@OHL-Gutermuth.de

5.5 Payment shall be made under the condition that goods have been properly and faultlessly delivered, and prices correctly calculated. If delivery or invoicing is inadequate or incomplete, OHL shall be entitled to withhold payment until the Supplier's obligations are fulfilled.

5.6. Unless otherwise agreed, payment of the purchase price shall be made either 10 days after the invoice/delivery date with 3% discount, 30 days with 2% discount or 60 days net, to be calculated from the date of complete and contractual goods delivery or service provision, and proper invoice receipt.

5.7. The assignment of claims against OHL shall only be permitted with OHL's written consent.

5.8. It is expressly pointed out that payment shall only be released if all order specifications including any ancillary services, such as certificates, documentation, packaging, weight details, etc. are met!

VI. Quality and warranty

10.1 OHL undertakes to inspect the goods for any recognizable quality or quantity deviations within a reasonable period of time.

The Supplier warrants that the goods are free of defects, have the assured properties, are suitable for the contractual purpose and comply with current regulatory provisions as well as currently applicable safety requirements and standards. This shall accordingly apply to all services or ancillary services to be provided by the Supplier for the delivery of goods.

10.2 Notwithstanding any statutory warranty claims, we shall be allowed, in the event of justified complaints, to demand rectification of defects or replacement deliveries.

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10.3 In urgent cases in which our operating requirements have priority, OHL shall be entitled, after consultation with the Supplier, to rectify the defects themselves, or have them rectified by a third party, or procure replacement elsewhere. The resulting costs shall be borne by the Supplier. The same shall apply if the Supplier fails to fulfil their delivery or warranty obligations. OHL reserves the right to any further claims due to default or non-fulfilment.

10.4 If, due to non-compliance with OHL's special requirements, any follow-up costs arise, for example with regard to damage to the goods themselves, or on the part of the freight forwarder or consignee, said costs will be passed on or debited back to the Supplier.

10.5 The warranty period shall be 24 months to be calculated from the transfer of risk, unless the statutory warranty period is longer, or any separate agreements for a longer warranty have been made with the Supplier.

10.6 In the event of a repeated failure to remedy the defect, OHL may demand replacement, withdraw from the contract or claim damages for non-fulfilment.

10.7 The Supplier shall waive the right of objection for late notice of defects and release us from the legal obligation of investigation and notification of defects pursuant to §§ 377 et seqq. of HGB (German Commercial Code).

10.8 Accepting or paying for delivery and approving the submitted drawings shall not mean that we waive the right to any warranty claims.

10.9 Deliveries by third parties instead of the Contracting Party shall require our express consent. The same shall apply to any sub, over and partial deliveries.

VII. Indemnity and property rights

11.1. The Supplier shall be obliged to indemnify OHL against all third-party claims arising from defects, infringement of third-party property rights, or damage to the products delivered, in proportion to their causation share. The Supplier undertakes to maintain adequate product liability insurance.

11.2. OHL may, upon agreement with the Supplier, at its own expense, obtain from the beneficiary the authorization required for use, processing and resale.

11.3. As an alternative to paragraph one, OHL shall reserve the right to withdraw from the contract.

VIII. Retention of title, information and data

12.1 Tools, equipment, manufacturing specifications, designs, drawings, samples, in-house and technical data, etc. provided by OHL to the Supplier upon submitting a quote or processing an order, shall remain the property of OHL unless otherwise expressly agreed.

12.2 The items, information, etc. mentioned in paragraph one may not be used for other purposes, copied or made accessible to third parties, and shall be stored with care. This shall also apply after the execution of the contract. The Supplier shall also be liable for their employees and any subcontractors with regard to these obligations.

12.3 OHL shall reserve the right to collect, process and store the Supplier's data in connection with their business relationship in accordance with the Data Protection Act. The Supplier hereby agrees, subject to revocation.

12.4 OHL shall be entitled to inspect the production of their ordered goods at the Supplier's plants at any time, in particular to ensure proper care and timely progress of work.

12.5 The Supplier shall be obliged to inform OHL about the date of completion in good time, and to grant the opportunity for personal attendance at the time of inspection and approval.

IX. Co-operation obligations of the Supplier and official approvals

If official approvals are required for the goods delivered by the Supplier and OHL has to submit necessary documents and information to the competent authority together with the Supplier, the latter shall provide

these documents and information in good time to OHL or the competent authority.

X. Force majeure

In case of events which are unpredictable or unavoidable and which none of the Contracting Parties are responsible for, such as force majeure, war, natural disasters, strikes, official orders or damage caused by fire or lack of transport facilities, both parties shall be relieved of performance obligations for the duration of said events. In such cases, the agreed delivery time shall be extended by the duration of said events. The Contracting Party involved in said events shall inform the other Party of the occurrence thereof in an appropriate manner. If the end of said events is unpredictable or they last more than three months, OHL shall be entitled to rescind the contract.

XI. Severability

Should one or more provisions be or become ineffective, this shall not affect the validity of the remaining provisions and the entire contract. Each respective ineffective provision shall be replaced by a provision that is as close as possible, to the legally possible extent, to what these purchasing terms and conditions aim, and the Parties would have wanted according to their aims and purposes, if they had considered that point.

XII. Place of fulfilment, jurisdiction and law

The place of fulfilment for both Parties with regard to all deliveries and payments shall be 63674 Altenstadt/Hessen. The place of jurisdiction for both Parties with regard to all deliveries and payments shall be Frankfurt am Main. In addition to these purchasing terms and conditions, the statutory provisions of the Federal Republic of Germany, with the exception of any conflict of laws and the UN Convention on the International Sale of Goods (CISG), shall inalienably apply.

Commercially customary clauses shall be interpreted in accordance with applicable "Incoterms" of the International Chamber of Commerce in Paris.