

## I. In General

- (1) All purchase orders of Mankenberg GmbH are exclusively based on these General Terms and Conditions of Purchase.
- (2) Any deviating or conflicting conditions of the Supplier do not apply. This also applies if any individual case has not been explicitly contradicted.
- (3) Upon acceptance of the purchase order, at the latest when execution of the order begins, the Supplier recognises the exclusive validity of these terms and conditions.
- (4) These Terms and Conditions of Purchase apply to contracts with a merchant in the course of business.

## II. Offer

- (1) The Supplier shall issue offers that conform precisely to the enquiry from Mankenberg GmbH with regard to type, quantity and nature and expressly identify any deviations therefrom.
- (2) The offer must be made free of charge and does not imply any obligations for Mankenberg GmbH. Cost estimations shall only be remunerated upon special agreement.

## III. Conclusion of Contract

- (1) The Supplier shall confirm the order to Mankenberg GmbH no later than one week after receipt. Any confirmation being late or deviating from the purchase order will be regarded as new offer and requires Mankenberg GmbH's explicit acceptance.
- (2) In case such a written acceptance has not been received and the Supplier performs the delivery or any other service, Mankenberg GmbH will only accept this on basis of the order placed in accordance with the Terms and Conditions of Mankenberg GmbH.
- (3) Every purchase order and modification of order shall be confirmed by the Supplier giving the purchase order number, date of the order letter and the reference of the Buyer.
- (4) The entire correspondence relating to this purchase order must also comprise these identification features.
- (5) All orders placed by Mankenberg GmbH are revocable unless the confirmation of unchanged acceptance has been received by Mankenberg GmbH.

## IV. Prices and Conditions of Payment

- (1) The prices stated in the purchase order are fixed prices. They comprise all and any expenses and the supplies and services that shall be performed by the Supplier.
- (2) Upon delivery of the goods the Supplier shall send the corresponding invoice as a single copy separately, indicating the order number as well as a detailed statement of contents and weights and all other information required by German tax law.
- (3) Invoices with missing or wrong information are principally not accepted and returned to the issuing party for correction and/or completion.
- (4) Unless otherwise agreed, payment will be effected within 30 days less 3% discount or within 60 days on net terms counted after receipt of the goods or the invoice.
- (5) The utilisation deadline for the discount period will start solely after receipt of the complete and correct invoice, in no case whatsoever prior to the agreed delivery date.
- (6) The assignment to third parties of a Supplier's claim against Mankenberg GmbH is herewith excluded.

## V. Deliveries

- (1) Unless otherwise agreed, all deliveries are made carriage paid and packing included to the place of receipt or use indicated by Mankenberg GmbH.
- (2) Each delivery must be accompanied by a delivery note indicating the order number of Mankenberg GmbH as well as a description of the contents specifying type and quantity.
- (3) In case Mankenberg exceptionally agrees to bear the packing costs, the latter shall be charged at proven cost prices.
- (4) The delivery dates and delivery times specified in Mankenberg GmbH's purchase order are the latest ones.
- (5) The occurrence of delays must be notified to Mankenberg GmbH in writing immediately on becoming known and before expiry of the delivery period, stating the reasons and the expected duration of the delay.
- (6) If the Supplier is in default with the delivery and damages arise to Mankenberg GmbH due to such delay, Mankenberg GmbH is entitled to demand a lump-sum compensation for the delay. Such compensation amounts to 0,5% per each full week of delay, however, not more than a maximum of 5% of the total contract value.
- (7) In addition, Mankenberg GmbH is entitled to cancel the contract in the event of a delayed delivery after sending a reminder and expiration of the set deadline without any result.
- (8) If the delay is caused by reasons beyond the control of both the Supplier and Mankenberg GmbH, the Supplier may not derive any rights out of it against Mankenberg GmbH.

## VI. Transfer of Risk, Place of Performance and Property Rights

- (1) The risk of accidental loss or accidental deterioration is borne by the Supplier until acceptance and/or receipt of the delivery object by the Buyer.
- (2) The place of performance for the delivery shall be the place of risk transfer.
- (3) The place of performance for payment shall be the registered address of Mankenberg GmbH.
- (4) The property rights to the supplied goods shall be transferred to Mankenberg GmbH after payment.

## VII. Letter of Complaint and Warranties

- (1) The Supplier shall be liable for ensuring that the delivery objects and/or services provided do not contain any deficiencies which may affect their suitability or their value and that such objects possess the promised and/or warranted qualities.
- (2) The values for measures, weights and quantities determined during the incoming goods inspection of the supplied goods are binding.
- (3) Mankenberg GmbH shall notify the Supplier immediately of any defects of the delivery object as soon as they are identified in the normal course of business. The time limit for lodging complaints depends on the circumstances of every particular case, however, in the case of apparent defects at least 5 work days following delivery of the goods and, for concealed defects, at least 5 work days following discovery of the defect.
- (4) In the event of a notification of a defect, the limitation period is extended by the time period between notification and remedy of the defect. If the delivery object is replaced completely, the limitation period starts again.
- (5) In the event of a defective delivery the Supplier fails to fulfill his obligation to supplementary performance - at Mankenberg GmbH's option either by remedy of the defect (rectification) or by supply of a non-defective item (replacement delivery) - within a reasonable period of time determined by Mankenberg GmbH, Mankenberg is allowed to remedy the defect itself or have it remedied by a third party at the Supplier's cost.
- (6) If the Supplier has failed to render the supplementary performance or such supplementary performance is unreasonable to Mankenberg GmbH (for example on account of special urgency, operating safety hazard or imminent occurrence of disproportionate damages), no deadline needs to be set to withdraw from the contract.
- (7) If the Supplier issues a guarantee for the quality or durability of the delivery object, Mankenberg GmbH is entitled to assert a claim from such guarantee additionally to the warranty claim.

## VIII. Liability

- (1) The Supplier will be held liable for damage resulting from a culpable breach of an essential contractual obligation of the Supplier also in the event of slight negligence.
- (2) If a claim under domestic or foreign product liability regulations is brought against Mankenberg GmbH on account of the defectiveness of a product, which is attributable to a product or performance delivered and/or rendered by the Supplier, Mankenberg GmbH is entitled to demand compensation for such damage from the Supplier.
- (3) If Mankenberg GmbH is obliged to pay a penalty payment (liquidated damages) to one of its customers by reason of a delivery delay and in the event that such delivery delay is attributable to a late delivery from the Supplier, the Supplier shall compensate Mankenberg GmbH for the resulting damage.

## IX. Statutes of Limitation

All claims of Mankenberg GmbH against the Supplier shall become statute-barred at the earliest 24 months from the date of risk transfer of the delivery item.

## X. Information and Data

- (1) Mankenberg GmbH shall retain title to any drawing, draft, sample, manufacturing instructions, tools, equipment or the like, which have been made available to the Supplier for the purpose of submitting a quotation or performing the purchase order. They may not be used, duplicated or brought to the knowledge of third parties for other purposes and are to be kept safe with the due care of an upright businessman.
- (2) The Supplier is also required to treat as confidential all other information relating to numbers of units, prices and the like and any other knowledge of operational procedures at Mankenberg GmbH's site made available to the Supplier and keep them undisclosed after termination of business relations.

## XI. Final Provisions

- (1) All legal relationships between Mankenberg GmbH and the Supplier shall be governed by and construed in accordance with the applicable law of the Federal Republic of Germany excluding any application of the UN Sales Convention (CISG).
- (2) Place of jurisdiction is the court responsible for Mankenberg GmbH's registered office in Lübeck, Germany. However, Mankenberg GmbH shall have the right to file a claim at the court responsible for the Supplier's registered office.
- (3) If one or more terms and conditions of this contract are or become legally void or prove to be incomplete, the remaining terms and conditions remain legally effective. The parties hereto commit that instead of the void condition a legal regulation, which comes as close as possible to the economic intent of the invalid provision, respectively one that fills the omission, will be agreed.