

## I. In General

- (1) If not agreed in writing otherwise, 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 shall not apply. This also applies if such terms and conditions have not been explicitly excluded.
- (3) The Supplier confirms the exclusive applicability of these terms and conditions with the acceptance of the order, but at the latest at the start of the execution.
- (4) These Terms and Conditions of Purchase apply to entrepreneurs pursuant to Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law within the meaning of Section 310 (1) BGB.

## 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. Any compensation of related costs shall only be remunerated upon prior agreement.

## III. Conclusion of Contract

- (1) The Supplier shall confirm Mankenberg GmbH's order no later than one week after receipt. Any confirmation being late or deviation from the purchase order will be regarded as new offer and requires Mankenberg GmbH's explicit acceptance.
- (2) In case a written acceptance has not been received by Mankenberg GmbH and the Supplier commences with the execution of the order in any way, Mankenberg GmbH shall only accept delivery on the terms of the order placed by them.
- (3) Purchase orders and modifications of such purchase orders shall be confirmed by the Supplier by making reference to the purchase order number, the date of the order letter and the reference of Mankenberg GmbH.
- (4) Any communication relating to this purchase order shall also comprise these references.
- (5) The orders of Mankenberg GmbH are revocable as long as Mankenberg GmbH has not received confirmation of unaltered acceptance.

## IV. Prices and Conditions of Payment

- (1) The prices stated in the purchase order are fixed prices. They comprise all and any expenses in conjunction with the supplies and services that shall be performed by the Supplier.
- (2) Upon delivery of the goods the Supplier shall send to Mankenberg GmbH separately and in one copy the corresponding invoice, indicating the order number, as well as a precise list of contents, weights and any other mandatory information in accordance with § 14 para. 4 UStG of the 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 14 days less 3% discount or within 30 days on net terms counted after receipt of the goods.

- (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 of a claim of the Supplier against Mankenberg GmbH to third parties is 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 in the Purchase Order.
- (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) If Mankenberg has agreed in writing to bear the packaging and/or delivery costs, these shall be charged at the Contractor's proven costs.
- (4) Any delivery dates and delivery times specified in Mankenberg GmbH's purchase order shall be binding.
- (5) Mankenberg GmbH must be notified in writing of any delay that has occurred or is foreseeable as soon as it becomes known, stating the reasons and the expected duration of the delay.
- (6) If the Supplier is in default of delivery and Mankenberg GmbH suffers damage as a result, it shall be entitled to liquidated damages. These shall amount to 0.5% for each full week of delay, but in total limited to 5% of the total order value.
- (7) Furthermore, Mankenberg GmbH is entitled to withdraw from the contract after a related notice and unsuccessful expiry of a deadline for a delayed delivery.
- (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. In any case, the Supplier is required to notify Mankenberg GmbH without undue delay accordingly.

## 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 supplies and services by Mankenberg GmbH.
- (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 upon payment at the latest.

## VII. Notice of defect and warranties

- (1) The Supplier warrants that the deliveries and/or services provided do not contain any deficiencies which may affect their suitability for the intended purpose or their value and that such supplies and services possess the required and/or warranted qualities.
- (2) The values for measures, weights and quantities determined during Mankenberg's incoming goods inspection of the supplies and services are binding for any evaluation.

# Standard Terms and Conditions for the Purchase of Goods from Mankenberg GmbH



(3) Mankenberg GmbH shall notify the Supplier without undue delay of any defects of the supplies and services 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 working days following receipt of the goods and, for concealed defects, at least 5 working days following discovery of the defect.

(4) In the event of a notice of defect, the warranty period shall be extended by the periods between notification and remedy of the defect. If supplies and services are replaced completely, the warranty period for such supplies and services shall commence again.

(5) If the Supplier in the event of a defective delivery does not fulfill his obligation to provide subsequent performance, which shall be carried out at the discretion of Mankenberg GmbH, either by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery), within the deadline set by Mankenberg GmbH, or such subsequent performance fails, Mankenberg GmbH may remedy the defect itself or have it remedied by a third party at the Supplier's expense.

(6) If the rectification by the Supplier has failed or is unreasonable for Mankenberg GmbH (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), there is no need to set a deadline for withdrawal from the contract.

(7) If the Supplier issues a guarantee for the quality or durability of the supplies and services, Mankenberg GmbH is entitled to assert a claim from such guarantee in addition to any other rights it may have including warranty claims under the contract.

## VIII. Liability

(1) The Supplier shall be 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 or liquidated damages to one of its customers by reasons of a delayed delivery, attributable to 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 shall also treat as confidential all other information provided to the supplier regarding quantities, prices and similar information and other knowledge obtained about all operational processes of Mankenberg GmbH and shall keep such information secret after termination of the business relationship.

## 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 is entitled to bring an action before the court responsible for the Supplier's registered office.

(3) Should one or more provisions of this contract be or become legally ineffective or prove to be incomplete, the remaining provisions shall remain legally effective. The contracting parties undertake to replace the invalid provision with a statutory provision that comes as close as possible to the economic purpose of the invalid provision or fills the gap.