



General Purchase Conditions by SIEB & MEYER AG

1 Scope

1.1 Our General Purchase Conditions apply for all contracts and other agreements. These General Purchase Conditions apply exclusively. Our General Purchase Conditions always have priority over adverse terms and regulations by the supplier, notwithstanding the fact that we have not objected these regulations explicitly. These Purchase Conditions also apply exclusively if our supplier reserves the right of a written consent for terms and conditions. In this case the reservation clause of the supplier is deemed invalid.

1.2 Our General Purchase Conditions also apply if we accept unconditionally deliveries of the supplier with full knowledge of adverse or divergent terms or conditions by the supplier.

1.3 Our General Purchase Conditions also apply explicitly for all future contractual relations with the supplier.

2 Contract

2.1 Concerning the scope and the content of deliveries our order alone is applicable. Objections against the order shall be raised immediately by the supplier, at the latest within 8 days from the date of issue. Unless otherwise agreed later objections will be without legal effect.

2.2 Only orders either been placed in written form or verbal orders with written confirmation are deemed legally binding.

2.3 We reserve the right for reasonable modifications of the delivery item due to technical developments and improvements regarding the construction, dimensions, material and shape at our request after the conclusion of contract. In this respect we have the explicit right for modifications of the order. The supplier only has the right to modify orders if these have been accepted in written consent by SIEB & MEYER.

3 Property Right/Copyright

3.1 We reserve all rights as property rights and copyrights for any materials, tools, products, drawings, designs, models, performances, pictures and other documents. These documents shall only be copied or handed over to third parties with the explicit authorization by SIEB & MEYER.

4 Obligation to Maintain Confidentiality

4.1 Our suppliers agree to be bound by obligation of strictest confidence regarding all business and technical details achieved during the trade relations with SIEB & MEYER.

4.2 In the event of non-compliance with this obligation we reserve all legal rights.

5 Prices/Terms of Payment

5.1 Unless otherwise agreed by contract, our prices are free delivery prices, inclusive packing, freight, custom duties. The supplier is bound to the price mentioned in the order. The prices are exclusive of VAT.

5.2 The supplier bears the performance risk until the moment of delivery at SIEB & MEYER. Unless otherwise instructed the place of performance shall be our head office in Lüneburg (Germany).

5.3 Unless otherwise agreed in written consent prices will be paid within 14 days less 3% cash discount and within 30 days net from the date of delivery and invoice receipt.

5.4 In the event of prepayments we are entitled to demand on first request reasonable security of the supplier, for example a directly liable security note of a bank.

6 Delivery Time/Delayed Delivery

6.1 The delivery time stated in the order is agreed as fix date.

6.2 For late deliveries we have the right to deduct a global penalty of delayed delivery of 5% of the product value for every week up to a maximum of not more than 15% of the complete product value.

As far as we are obligated to pay contractual penalties to our customer due to the default of the supplier we have the right to invoice these damages to the supplier, even if the supplier has not been informed on the contractual penalties before. Other legal claims are explicitly reserved.

6.3 In the event of a delivery by the supplier prior to the agreed date of delivery we reserve the right to return the delivered product at the expense and the risk of the supplier or to stock the product at the expense and risk of the supplier up to and including the agreed date of delivery.

6.4 The receipt of delivered product in conformity with the contract shall be based on in-house product testing at SIEB & MEYER.

6.5 Recyclable packing material will be returned freight forward to the supplier and shall be credited with the full value. The supplier explicitly renounces from invoicing other packing materials such as paper, wood wool and similar. Any packing material must conform to the applicable environmental regulations.

7 Defects

7.1 Possible defects are exclusively identified in accordance with the legal regulations without consideration of quality and purpose agreements. A notification regarding obvious defects is considered as placed in due time, if it is filed at the supplier within 30 working days from the receipt date at SIEB & MEYER. A registered mail is sufficient evidence to prove that the notification of defects has been sent by us. Incidentally, any regulations pursuant to the sections §§377 of the German Trade Code (HGB) are excluded.

7.2 In the event of defects, the supplier obligates to repair delivered product or to replace them by new or alternative products chosen by us at his expenses. If the supplier has not fulfilled his obligation to remedy defects within the specified time of 7 days (notification sent by registered mail), we are entitled to assert claims by legal action. Setting a time-limit does not imply the determination of a new delivery date. Consequently, the supplier is liable for delay damages during this time period.

8 Liability for Defects

8.1 Regardless of the legal liability claims for defects any expenses for repair or replacement of defect products shall be paid by the supplier. The liability for defects begins anew with the moment when the products have been repaired or replaced successfully.

8.2 The period for liability claims is 24 months from the passing of the risk for all delivered products and installations. The is final and absolute, if our order number is correct on all shipping documents and shipping notes and the products were accepted by us. If the order number is not specified correctly, we are not responsible for any delays resulting hereof.

9 RoHS and REACH Determination

By accepting of this order and delivery of the goods, you assure that the quality of the delivery product complies with the regulations of the current RoHS and REACH regulations. Currently: RoHS: Compliant Directive 2011/65 / EU together with 2015/863 / EU (RoHS 3). REACH: Regulation (EU) 2018/2005.



10 Reservation of Ownership

Whenever SIEB & MEYER provides parts, shapes, designs or similar at the supplier we explicitly reserve the right of ownership for these parts. Any treatments or modifications by the supplier are carried out on behalf of SIEB & MEYER. In the event of the assimilation or combination we acquire the co-ownership of the new products in relation to the value of our product to the other assimilated products at the moment of the assimilation. The co-ownership is already ceded effectively to us with this agreement.

11 Liability

10.1 In the event of claims due to product liability of SIEB & MEYER against third parties, the supplier obligates to indemnify us against liabilities, if the damage results from products delivered by the supplier. This however only applies for defect-dependent liability, if the defect is caused by the supplier.

10.2 As far as we are obligated to pay expenses for standstill times of production lines, product recalls, and contractual penalties, the supplier is obligated to indemnify us against claims by third parties, if the damage is caused by a product delivered by the supplier.

10.3 If the supplier is deemed responsible for the claims by third parties, the supplier carries the burden of proof to demonstrate that the damage was not caused by him. Generally, the presumption applies that damages are caused by the supplier. In these cases any expenses resulting from possible legal processes or product recalls shall be paid by the supplier.

12 Recourse

11.1 As far as our customers claim under a right of recourse pursuant to sections §§478,479 of the German Civil Code (BGB), the limitation of actions for liability claims begins - in accordance with these conditions and unless otherwise defined - at the earliest 4 months after the moment when we satisfied the claims of our customer. This suspension terminates at the latest 10 years after the moment when the supplier delivered products to us.

11.2 The sections §§478, par. 4 of the German Civil Code (BGB) applies insofar as claims for damages are neither excluded nor limited. The allowance of an equivalent compensation by the supplier pursuant to the section §§478 of the German Civil Code (BGB) is also explicitly excluded.

13 Rescission

12.1 In the event of any grave reason we have the right of rescission of the contracts. A grave reason for us is for example, if:

a) the delay of delivery by the supplier lasts longer than 5 days.

b) breakdowns occur due to force majeure or other impediments faultless by SIEB & MEYER, such as civil commotion, strike or lockout.

12.2 In all cases that entitle SIEB & MEYER to resign from contracts pursuant to this agreement, no default by us is given and any claims by the supplier are excluded.

14 Delay

Any event of force majeure such as strike, lockout or unforeseeable circumstances, for example breakdowns or delays caused by sub-suppliers, entitle us to delay our performances by the time period for which the delay lasts and a reasonable time for adaptation or to resign partially or completely from the contract due the unfulfilled part of the contract.

15 Infringement of Industrial Property Rights

14.1 The supplier is obligated to indemnify us and our customers against liabilities from third parties due to any defaults by the supplier and to pay any costs resulting for us in this context.

14.2 Unless otherwise agreed by written consent of us, the supplier is not entitled to render the order partially or completely to third parties or to assign claims resulting from this contract to third parties. In any case we are entitled to fulfill our performances to the supplier with discharging effect.

14.3 Force majeure, strikes/lockouts, faultless breakouts, riots, official measures, and other inevitable events also entitle us to resign from the contract, as far as these events result in considerable reductions of our demands pursuant to this contract. A considerable reduction of our demands is given with reductions of 10% and more.

16 Place of Performance/Jurisdiction

15.1 Unless otherwise defined the place of performance and jurisdiction shall be our head office in Lüneburg (Germany).

15.2 We are, however, also entitled to take legal proceedings against the supplier at his place of domicile or of business.

17 Applicable Law

All contracts with the supplier are governed by formal and material law of the Federal Republic of Germany under consideration of our General Purchase Conditions as well as under exclusion of international trade regulations (United Nations Convention on Contracts for the International Sale of Goods, CISG) and under exclusion of the German private international law which lead to the formal and material application of foreign law.

18 Written Form/Additional Agreements

There are no additional agreements beside the contract regulations. Any amendments /supplements of the contracts or of the General Purchase Conditions require the written form. Any implied deviation from this written form requirement is explicitly excluded. Declarations of individual employees of SIEB & MEYER are only binding, if they have been confirmed explicitly by us in written form.

19 Deadlines

As far as the requirements for deadlines are deemed as proven by registered mail of declarations by us, the deadline is extended automatically by 3 days.

20 Severability Clause

Should any part of this agreement be rendered or declared invalid or impracticable, such invalidation of such part or portion of this agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

It is agreed that the invalid or impracticable part is replaced by a substitute provision as similar to the invalid or impracticable part or provision. If the parties do not agree about the substitute part or provision, the legal rule which is most likely to the sense and purpose of the invalid or impracticable part or provision is used as substitute provision as agreed by both parties.