



Safety is for life.™

# General Terms and Conditions of Purchase

Date: 17.12.2019

## 1 Scope

- (1) The following Terms and Conditions of Purchase of REMBE® GmbH Safety + Control (hereinafter "Purchaser"), Gallbergweg 21, 59929 Brilon, Germany, represented by its managing director Stefan Penno, MBP BA IBA, which are also available on the Internet at [www.rembe.com](http://www.rembe.com), or which will be provided on request, apply to all contracts concluded between the Purchaser and the Vendor for the supply of goods. They also apply to all future business relationships, even if they are not expressly agreed again.  
Unless they are specifically stated in the order, other terms and conditions shall not form part of the contract, even if we do not expressly object to them. Our General Terms and Conditions of Purchase also apply if we agree without reservation to accept goods in awareness of opposing or deviating terms and conditions of the Vendor.
- (2) All agreements between the Purchaser and the Vendor in connection with the purchase contracts are set out in writing in the purchase contracts, these General Terms and Conditions of Purchase and the orders of the Purchaser.

## 2 Offer and conclusion of the contract

- (1) When entering into a business relationship with a partner for the first time, only orders in writing shall be binding for us. Agreements relating to orders made by telephone or verbally must be confirmed by us in writing in order to be valid. Our later orders (follow-up orders), irrespective of the form in which they are made, shall always be subject to our General Terms and Conditions of Purchase, even if we do not make reference to them in a specific case.
- (2) Calculations, drawings, plans and other documents also belonging to the order shall remain the property of the Purchaser which reserves the copyright in these documents. The Vendor may not pass on these documents to third parties without the Purchaser's written consent. If the Vendor does not accept the offers of the Purchaser, these documents must be returned to the Purchaser without delay. The Purchaser is entitled to exploit and use leaflets, plans and other documents describing the goods or the product as against third parties, e.g. for its own advertising or for the purpose of drawing up an offer, free of charge. In this connection, the Vendor shall irrevocably indemnify the Purchaser upon its first request against any claims by third parties arising from copyright or other property rights.

## 3 Terms of payment

- (1) The price stated in the order by the Purchaser is binding and shall be deemed to be carriage paid unless otherwise agreed in writing between the parties. If the Purchaser has undertaken to bear the shipping costs, the Purchaser shall have the right to choose the shipping company itself at its discretion. The packaging costs are included in the price. The price is exclusive of the respective statutory value added tax. All of the Vendor's invoices must quote the Purchaser's order number.
- (2) The Vendor's payment claim is subject to the Purchaser having received a complete supplier's declaration properly filled out by the Vendor in due time in accordance with the requirements set out in section 10 of the General Terms and Conditions of Purchase for the goods ordered or the Purchaser expressly waiving a supplier's declaration.
- (3) Unless otherwise agreed in writing with the Vendor, the Purchaser shall pay within 14 working days, calculated from the time of receipt of the invoice and the time of receipt of the goods including all agreed documents, with 3% discount or within 30 days without discount.
- (4) The Purchaser is entitled to the statutory rights of set-off and retention in full. It is entitled to assign all claims arising from the purchase contract without the Vendor's consent. The Vendor is not entitled to assign claims arising from the contractual relationship to third parties without the Purchaser's prior written consent.

## 4 Time of delivery and performance

- (1) The delivery deadline or the delivery date stated by the Purchaser in the order is binding for the Vendor and must be observed without fail. As soon as the Vendor becomes aware that it is unable to deliver by the promised or agreed date, the Purchaser must be informed about the delay immediately in writing giving reasons.
- (2) If the Vendor defaults on delivery, the Purchaser is entitled to the statutory claims. If the Purchaser brings claims for compensation, the Vendor shall be entitled to prove that he was not responsible for the breach of duty. The Purchaser hereby expressly notifies the Vendor that a default on delivery for which the Vendor is responsible can lead to significant claims for compensation since the goods are destined, for example, for installation in a large technical system or for the creation of extensive hardware and, for example, contractual penalties have been agreed between the Purchaser and its customer for the event that the product is not completed on time or the customer can bring compensation claims for loss of use, operating failure or interruption, etc. in the event that the product is not completed on time. Such claims can be very sensitive in terms of amount and significantly exceed the respective order value.

## 5 Liability for defects, duty to make a complaint

- (1) The Purchaser has a duty to inspect the subject of the agreement after delivery by the Vendor within a reasonable period of time in respect of quality, defects and deviations in terms of quantity and to notify the Vendor of any defects. The complaint of obvious defects shall be deemed to have been made in due time if it is received by the Vendor within 10 working days of receipt of the goods. Complaints relating to concealed defects shall be deemed to have been made in due time if the complaint is received by the Vendor within 10 working days of when the defect is discovered.

01/04



Safety is for life.™

# General Terms and Conditions of Purchase

Date: 17.12.2019

- (2) The Purchaser shall be entitled to the statutory rights relating to defects against the Vendor without limitation. The Purchaser shall not accept deviating provisions of the Vendor relating to the limitation periods and the right to compensation. In exceptional cases, the Vendor shall have a duty to rectify the defect or provide a replacement product without first being set a deadline, to reimburse the Purchaser for the expenses resulting from the Purchaser having remedied the defect and the consequential costs of this providing that this is an emergency measure which cannot be delayed or if there is a risk of significantly higher damage resulting from the time which would be lost by setting a deadline for remedy of the defect than would result from the immediate replacement measure taken by the Purchaser.
- (3) The limitation period for claims for defects shall be 2 years from delivery or 5 years plus 3 months where the requirements of section 438(1) no. 2 b) of the German Civil Code (Bürgerliches Gesetzbuch) are met.

## 6 Liability of the Vendor

- (1) If a compensation claim is brought against the Purchaser by third parties owing to product damage for which the Vendor is responsible, the Vendor shall indemnify the Purchaser upon its first request against all claims of third parties including the costs necessary to defend itself against these claims if the reason for the damage lies in the Vendor's sphere of responsibility and organisation.  
If the product has been installed in a building or a large technical system, the Vendor must also bear all costs and damage in the framework of the indemnification mentioned above related to the uninstalling and reinstalling (including distant consequential damages caused by the defect). The latter does not apply if the Vendor is not responsible for the delay.
- (2) If the Purchaser must implement a recall measure and/or must uninstall the defective or faulty product as a result of a damage event in the sense of the above subsection for reasons for which the Vendor is responsible, the Vendor shall reimburse the Purchaser for all expenses resulting from or in connection with the recall measure/uninstalling, etc. To the extent that it is able and it is reasonable within the timeframe, the Purchaser shall inform the Vendor about the content and scope of the recall measure/uninstalling and ask it to comment. Further-reaching statutory claims of the Purchaser remain unaffected.
- (3) If the Vendor culpably misses binding agreed delivery dates, he shall have a duty to pay a contractual penalty in addition to providing performance. The contractual penalty shall be 0.2% per day but a maximum of 5% of the total net order amount. Further-reaching compensation claims of the Purchaser shall remain unaffected, especially passing on contractual penalties and compensation claims of the customer against the Purchaser.
- (4) If a third party brings a claim against the Purchaser because the Vendor's delivery breaches a statutory property right of a third party, the Vendor undertakes to indemnify the Purchaser upon its first request against the claims, including all necessary expenses incurred by the Purchaser in connection with the claim by the third party and defending himself against this. These indemnification claims shall lapse after 3 years, calculated from when the Purchaser gains knowledge of the claim by the third party.

## 7 Retention of title

- (1) All of the parts provided by the Purchaser (retained goods) and tools shall remain the property of the Purchaser. If the Vendor modifies or changes them, this work shall be for the account of the Purchaser. If the retained goods of the Purchaser are not processed together with items which he owns, the Purchaser shall acquire co-ownership in the new item in proportion to the value of the retained goods it has supplied to the other items processed at the time of processing. The same applies if an item provided by the Purchaser is inseparably combined with other items he does not own. If, after combining, the item of the Vendor must be regarded as the main item, the Vendor undertakes to transfer to the Purchaser his co-ownership share. In this case, the Vendor shall keep the Purchaser's sole ownership and/or co-ownership for the Purchaser.
- (2) If the Vendor requires samples, templates, drawings, documentation, tools, etc. in order to perform the contract of the Purchaser these must be requested in writing from the Purchaser. The documents etc. provided to the Vendor for the purpose of performing the contract shall remain the property of the Purchaser. They must be stored carefully and free of charge. Third parties may only be granted access to these for the contractually agreed purpose. The Purchaser reserves all rights in his documents, and those created in accordance with his instructions, and in processes developed by him. Tools, even where they have only been paid for in part by the Purchaser, may only be modified with the Purchaser's written consent. After performance of the respective contract, the Vendor must return these to the Purchaser at his own cost without delay.

## 8 Rights of use

When developing software and works within the meaning of section 2 of the German Copyright Act (Urheberrechtsgesetz) on behalf and at the cost of the Purchaser, the Vendor shall grant the Purchaser the exclusive right of use in accordance with section 31 of the German Copyright Act. The Purchaser is permitted, in particular, to transfer all rights of exploitation, use and modification in the sense discussed above to third parties. The Purchaser may use and modify the documents and other services of the Vendor for the project which is the subject of the contract without the Vendor's involvement providing that it observes any moral rights of the author. Right of use in this sense includes at least the rights of exploitation, sections 15, 22 of the Copyright Act.

02/04



Safety is for life.™

# General Terms and Conditions of Purchase

Date: 17.12.2019

## 9 Documentation documents

If certificates and documentation (e.g. in accordance with EN 10204) and comparable documents must be provided, the contract shall only be deemed to have been performed once the Purchaser has received all of these. This also applies to records of all kinds which must, in turn, be countersigned by sub-suppliers or customers of the Purchaser.

## 10 Proof of origin, export control

- (1) All orders are, preferably, only for products which are goods of origin within the meaning of the preferential trading arrangements of the European Community. The Vendor must provide the Purchaser at his own costs with the necessary legally binding preference certificates (supplier's declaration with originating status, declaration of origin on the invoice) at the latest with the delivery. On request he must also prove the originating status in the aforementioned sense by providing the information sheets INF 4 which have been confirmed by the customs office responsible for him. If these documents contain general information relating to the origin, e.g. "European Community", the national origin (e.g. Germany) must also be stated.
- (2) If the Vendor deviates during the term of validity of a long-term supplier's declaration with a delivery from his declaration, he undertakes to notify the Purchaser of the changes, in addition to including a note on its invoice, by providing written notification to the Purchaser (dual notification requirement).
- (3) The Vendor shall inform the Purchaser, immediately after receipt of the binding order, in the form of a separate written declaration and on the relevant business papers (e.g. purchase contract, order confirmation, delivery notes, packing lists, pro forma invoices, invoices, notifications of dispatch) of any permit requirements which exist for the goods ordered in accordance with the German Foreign Trade Act (Außenwirtschaftsgesetz), the German War Weapons Control Act (Kriegswaffenkontrollgesetz) or the Implementation Act to the Chemical Weapons Agreement (Ausführungsgesetz zum Chemiewaffenübereinkommen). This declaration must also state under the specific item whether the goods are listed in the EC Dual-Use Regulation, as amended, with all of its annexes or on the Export Control List of the German Foreign Trade Regulation (Außenwirtschaftsverordnung). It must be stated whether the goods or their components (stating the value percentage of the goods to be delivered) are on the US American Commerce Control List CCL (stating the specific Export Control Classification Number ECCN) or are otherwise subject to the Export Administration Regulations EAR of the USA.
- (4) Not (on time) or not correctly complying with the duties to provide proof, certificates and/or the notification duties in accordance with subsections 10(1) to (3) of the General Terms and Conditions of Purchase shall be regarded as a breach of duty by the Vendor which shall give rise to a claim for damages. The Vendor especially has a duty to reimburse the Purchaser for all damage resulting from not submitting or submitting late proof of origin documents or from incorrect information in these documents as well as from an incorrect or late supplier's declaration or preference certificate. The Vendor remains free to prove that he was not responsible for the breach of the duties to provide proof, certificates and/or make notifications in accordance with subsections 10(1) to (3) of the General Terms and Conditions of Purchase.

## 11 Quality assurance

In the framework of certifications, the Vendor shall permit his business to be audited by one of the Purchaser's employees or an expert appointed for this purpose.

## 12 Terms of delivery

Delivery shall take place at the cost and risk of the Vendor. Should the Purchaser have undertaken to bear the shipping and packaging costs, these must be stated separately on the invoice. Shipping by parcel service must be initiated automatically once the goods are ready for dispatch; in the case of heavier weights, a cost-efficient carrier must be instructed in agreement with the Purchaser once the goods are ready for dispatch or note taken of the routing order. Where necessary, the Purchaser shall take out separate shipping insurance. Part-deliveries shall require the Purchaser's prior written confirmation.

## 13 Trade secrets

The Vendor is obligated to treat all documents provided by REMBE® to the Vendor as confidential. They may only be passed on to third parties with REMBE's prior written approval. Planning and technical calculation documents remain the property of REMBE® and must only be used or amended by REMBE® or with the prior written approval of REMBE®. In particular, the Vendor is obligated not to pass on trade secrets, especially procedural information relating to REMBE's products to third parties. Drawings, manufacturer information and other agreements are subject to data protection. These data must also not be passed on to third parties.

03/04



Safety is for life.™

# General Terms and Conditions of Purchase

Date: 17.12.2019

## 14 Data protection

- (1) To the extent that the Vendor is a legal entity, the Vendor hereby gives its consent that the data – hereinafter called the “DATA” – collected in the context of the order processing and the business relationship – hereinafter called the “PURPOSES” – may be processed by REMBE®.
- (2) To the extent that this is required for the above-mentioned PURPOSES, the DATA may be forwarded to companies related to REMBE® in accordance with §15 of the Stock Corporation Act (AktG) – hereinafter jointly called the “REMBE® GROUP”.
- (3) The REMBE® GROUP shall process the DATA exclusively to perform the PURPOSES. Moreover, REMBE® shall conduct statistical analyses for the purpose of market research.

## 15 Business behaviour

### (1) Code of Conduct for Vendors

The Vendor is obliged to follow the Code of Conduct for Vendors which is available on the Internet at [www.rembe.de](http://www.rembe.de). If the technical requirements do not exist the Code of Conduct will be provided on request. The Code of Conduct for Vendors defines the minimum standards to comply with. If the Code of Conduct for Vendors is inconsistent with local law the local law shall have priority. The Purchaser may revise the Code of Conduct for Vendors in case of changes of relevant legal, official or institutional requirements, judicature or ethical business principles. The Purchaser will inform the Vendor about changes or amendments to the Code of Conduct for Vendors.

### (2) Right to give notice

If the Vendor is culpable for neglecting an obligation of the Code of Conduct for Vendors in accordance with (1), the parties are in agreement that such an offence is accepted as significant breach of contract and entitles the Purchaser to cancel the contract concerned with immediate effect at any time without complying with a period of notice. Further-reaching claims and rights remain unaffected on the merits and to the extent according to the provisions of the contract concerned.

## 16 Applicable law, place of performance, place of jurisdiction

- (1) Place of performance and exclusive place of jurisdiction for deliveries and payments as well as all disputes arising between the parties on the basis of the agreements between them is the place where the Purchaser has his registered office.
- (2) The relationships between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.
- (3) In the event of linguistic ambiguities in translations of the General Terms and Conditions of Purchase or in the event of other cases of doubt or problems relating to interpretation, the German version shall be final and binding.
- (4) Should a provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the General Terms and Conditions of Purchase. In such a case, the parties shall replace the invalid or unenforceable provision by an agreement which corresponds as closely as possible to the invalid or unenforceable provision.