

Terms and Conditions of Purchase of Magnetfabrik Bonn GmbH

1. Scope

We place all orders exclusively on the basis of the following terms and conditions of purchase. Conditions to the contrary in the supplier's terms and conditions of business are hereby expressly excluded.

In accepting an order or issuing an order confirmation and at the latest on delivering goods or services the supplier acknowledges the application of our conditions to the exclusion of all others.

2. Written form

Our orders shall have effect only if made in writing, this also applies to any additions or changes as well as to changes in the requirement for written form. We expect written order confirmations within 2 working days, otherwise the conditions according to our order are binding.

3. Scope of service

The supplies and services ordered must correspond in every respect with the conditions agreed on the placing of the order and, where applicable, the samples and/or designs provided by us. Changes may be made by the supplier only with our prior written agreement.

The supplied goods, processes and performed services must comply with the applicable legal regulations and regulatory requirements of the exporting country, the importing country and the country of destination named by the customer.

4. Pricing and assumption of risk

- a) The agreed prices shall include packaging; we shall return loan packaging at supplier's cost.
- b) Subsequent alterations to prices shall be valid only where we have expressly agreed to these in writing.
- c) Delivery and shipment shall be at the cost and risk of the supplier free to Bonn or another receiving location nominated by us.
- d) If exceptionally it is agreed that delivery shall be at our expense, then shipment shall be at the lowest possible cost save where we have specified in writing a particular type of delivery. Extra costs for expedited shipment required in order to comply with delivery dates shall be borne by the supplier.
- e) Where dispatch is delayed the supplier must store and insure the goods properly at its own cost and risk until they are handed to the respective carrier.

5. Delivery processing

Early deliveries and partial deliveries require our agreement. In the event of non-compliance we may at the cost and risk of the supplier return the goods or put them into storage with a third party. In each case we may handle the invoice in accordance with the agreed delivery date.

6. Delivery notes and invoicing

Each delivery must be accompanied by a delivery note. Invoices may be sent by email to: rechnung@magnetfabrik.de. Our order references and numbers together with part numbers must be quoted fully and precisely on all documents.

7. Payment terms / Terms of delivery

We shall make payment

- within 14 days with 3% discount or
- within 30 days net.

Time for payment shall commence on receipt of delivery of the goods or acceptance of services, but at the earliest on receipt of the invoice.

Payment by us does not amount to unconditional acceptance of the delivery or services. Assignment of claims by our supplier against us requires our written consent.

We expect deliveries DAP Bonn, according to the valid INCOTERMS.

8. Incoming goods inspection

Incoming goods will be checked only for quantity and identity. Notice of defects shall be deemed given in time if notified to the supplier within ten working days of receipt of the goods by us. In the case of hidden defects the period for notification shall be ten working days from discovery. The supplier waives its objection on the basis of late notification of defects where the complaint is made within the periods described.

9. Warranty

The warranty period shall be – save where otherwise agreed in writing – 2 (two) years from receipt of the goods or acceptance of the service. Where a defect has been remedied or a replacement has been delivered the warranty period shall start to run again on conclusion of the remedial work or receipt of the replacement goods.

If the defects in a supplied item are revealed only after installation into an object manufactured by us, the supplier must compensate us for all costs necessary to repair the defect incurred during the warranty period.

Delivery of replacements must be free of freight and packaging charges. Returns of unusable goods shall be free of freight and packaging charges for us.

10. Property rights of third parties

The supplier warrants that the use of the goods supplied will not infringe any domestic or foreign industrial property rights of third parties.

The supplier undertakes to indemnify us in respect of claims made by third parties for alleged infringement of industrial property rights arising out of the use, processing or sale of the goods supplied by the supplier and to provide security in a corresponding sum.

There shall be no entitlement to make such claims where the supplier proves that it is neither responsible for the infringement of the industrial property right nor should have known of it at the time of delivery exercising the diligence of a prudent business.

The supplier undertakes to indemnify us for any product and/or producers' liability claims by third parties that are caused by defects in the materials supplied or the services rendered by it.

11. Product liability information obligation

The supplier undertakes to inform us without delay of knowledge of characteristics of products that create a hazardous situation or that are of significance for their use/processing.

12. Tools

Save where otherwise agreed, tools, moulds inter alia that have been manufactured wholly or in part at our expense will become our property on production. They must be kept safely by the supplier and provided on request.

13. Manufacturing documents / Security of informations

Drawings, standard specification sheets, calculations, formulae, manufacturer instructions, templates, gauges, models, tools, EDP software and their documentation inter alia are our property and must be kept confidential. They may not be disclosed or passed to third parties without our written consent or used by the supplier for the performance of orders made by parties other than us. They must be kept safely by the supplier and provided on request.

The security of informations between internal and external parties shall be ensured in accordance with the current security standards.

14. Rights of use

Save where otherwise agreed the supplier grants to us, at least, for an unlimited period a non-exclusive, non-transferable right of use of the soft and hardware products supplied and the associated documentation.

The supplier warrants that the software and its data structure are free of errors and shall ensure proper duplication.

15. Supplier Code of Conduct / Sustainable Supply-chain Management

We generally pursue our business activities in accordance with the applicable national laws and provisions on environmental protection, product safety, IT-safety and social concerns. We are also committed to ecologically, economically, socially and ethic principles sustainable supply-chain management (SSCM). We are also committed to the goal of being CO2-neutral from 2030. We formally request our suppliers to comply with these principles in our upstream supply-chain and to enforce the international standard SA 8000, the environment management norm ISO 14001 and the principles of the International Labour Organisation (ILO). The failure of all efforts to remedy shortcomings in the observance of the Supplier Code of Conduct may ultimately lead to the termination of the contractual relationship. We also refer to our code of conduct.

16. Severability clauses

a) Place of performance and jurisdiction is Bonn. The law of Germany shall apply to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods.

b) Should individual clauses of these standard terms and conditions of purchase be or become wholly or partially invalid, this shall not affect the validity of the remaining clauses or parts of such clauses. An invalid provision shall be replaced by such valid provision as comes closest to the commercial purpose of the invalid provision. The same shall apply for the closing of any gaps in the conditions