

Terms and Conditions of Purchase

1. General

All deliveries, services rendered and associated offers are subject solely to these General Terms and Conditions of Purchase (GTCP). These GTCP form the content of the agreement between Fuhr GmbH & Co. KG ("FUHR") and the supplier without the need for FUHR to object to any terms of supply, general terms and conditions of business or other restrictions or declarations asserted by the supplier.

Any other agreements including, in particular, other general terms and conditions of business prescribed by the supplier, and any amendments or supplementary agreements are only valid if FUHR confirms its acceptance of the same in writing. This also applies to terms and conditions contained in a commercial letter of confirmation (order confirmation).

Any individual regulations listed by FUHR on the front page of an order always take priority over these GTCP. Orders from FUHR are only legally binding if confirmed in writing. Verbal orders or other agreements are only valid if confirmed by FUHR in writing.

2. Delivery

The delivery dates and schedules as indicated on the order are binding (fixed dates). The supplier is responsible for ensuring compliance with the delivery specifications submitted by FUHR. Each delivery must be accompanied by delivery notes indicating the reference, number and date of the order. FUHR is entitled to refuse acceptance of deliveries in the absence of proper despatch documentation or if FUHR's order references are omitted in part or in whole. The supplier bears any costs resulting from the refusal to accept delivery.

Unless prior approved by FUHR in writing, partial deliveries or partial performance by the supplier are not permitted.

As soon as the supplier becomes aware that it will be unable to fulfil its contractual obligations in part or in whole or on time (especially when it is unable to adhere to the delivery dates), it must inform FUHR immediately and in writing, with indication of the reasons and probable duration of the delay.

Merchandise must be delivered to FUHR's plants on workdays between 7:00 a.m. and 2:00 p.m. and between 7:00 a.m. and 11:00 a.m. on Fridays as it cannot otherwise be unloaded on the same day. No deliveries whatsoever will be accepted on Friday afternoons or Saturdays.

The supplier bears the shipping risk up to the regular arrival of the merchandise at FUHR's plant or any other unloading point designated by FUHR. This also applies when delivery "ex factory" has been agreed in individual cases or the merchandise is due for despatch for own account.

3. Remuneration

The prices indicated in the order are binding and net (excl. VAT).

Unless otherwise agreed, the price includes packaging, delivery and shipment to the address indicated by FUHR on the order or elsewhere. Packaging may only be charged at cost if explicit agreement has been reached that the price does not include packaging and the cost of the packaging has not been expressly defined. This applies only to packaging not provided on loan. Proof of the at-cost prices must be furnished. The supplier is obliged to take all packaging back at its own expense if FUHR so requests.

If no prices are indicated on the order, these must be submitted to FUHR for approval prior to delivery and/or fulfilment of the order. In the event that the supplier lowers its prices and/or improves its terms and conditions in the period between the order and the delivery, the prices and/or terms and conditions that are valid on the day of delivery apply.

Invoices are payable within 14 days less 3% discount or net within 30 days of invoice receipt. Every invoice must indicate the order number and recipient at FUHR. In the absence of this information, FUHR accepts no liability for compliance with the agreed payment terms. FUHR nevertheless remains entitled to deduct the discount in such cases and is not deemed to be in default of payment.

4. Quality and supplier evaluation

The merchandise to be delivered by the supplier must be made from the most suitable and faultless material. It must demonstrate the agreed or commonly accepted characteristics and comply with recognised rules. The stipulations of the Quality Assurance Agreement (QAA) also apply. Each delivery must be accompanied by technical operating instructions and a manufacturer's declaration or declaration of conformity. The dimensions, quantities, weight and quality ascertained during the inspection of the incoming goods by FUHR are binding. All deliveries must comply with the German laws that are applicable at the time of placing the order.

FUHR evaluates its suppliers twice yearly, on 30.06. and 31.12., respectively. Technical and commercial indicators each account for 1/2 of the weighting and produce the overall assessment. Notwithstanding any other rights of, and claims by, FUHR (especially in respect of warranties), suppliers who fail to achieve a grade of at least "B" over the long term (generally over two consecutive evaluations) will be deleted from FUHR's list of suppliers. FUHR reserves the right to revoke and/or cancel any orders prior to complete fulfilment.

5. Warranty

The supplier is liable for its deliveries and performance in line with statutory provisions unless it has explicitly agreed other quality assurance standards with FUHR. The supplier must deliver the merchandise free of any defects in respect of both material and title. The supplier's liability for material defects also applies to parts manufactured by its suppliers or other subcontractors.

FUHR is entitled to demand supplementary performance from the supplier in the form of either remediation or replacement of defective merchandise at its own discretion. Moreover, FUHR is entitled to demand reimbursement of the invoice amount if a deadline it sets for supplementary performance expires without producing the desired result.

In the event that the supplier does not comply with its obligation of supplementary performance pursuant to 5.2 immediately or properly, FUHR is entitled to purchase the merchandise elsewhere or to remedy or arrange for remediation of the defective merchandise itself at the expense of the supplier; the supplier must bear the costs incurred by this customer service (amounting to at least a flat rate service charge plus reimbursement of travel expenses).

When performing installations, repairs or other works, the supplier must observe all statutory provisions and especially its trade association and accident prevention regulations. The supplier is solely responsible and liable for damages arising from accidents caused by it or its agents. The supplier is obliged to take out appropriate insurance to cover this liability risk and to provide FUHR with evidence of such insurance cover.

The supplier exempts FUHR at the latter's first demand from all claims for compensation of damages, product liability claims or claims for compensation of injury that are asserted against FUHR in connection with the work, delivery or other performance owed by the supplier pursuant to the contract.

Upon its receipt at FUHR's premises, the merchandise will be inspected for easily detectible defects and transport damages, and the quality and quantity verified. FUHR is not obliged to perform any other inspections.

6. Third party property rights

The supplier guarantees that no industrial property rights of third parties are infringed by or in connection with its delivery and performance in member states of the European Union, North America or any other countries in which the products are manufactured.

The supplier is obliged to exempt FUHR at the latter's first demand from any and all claims that might arise on the grounds of impairment of industrial property rights or copyrights or of any other rights, business and company secrets of third parties. This obligation applies irrespective of whether the supplier is at fault or not.

7. Retention of title

Materials provided by FUHR for the purpose of order fulfilment remain the property of FUHR. The supplier must mark them as FUHR's property immediately upon receipt and store them separately from identical or similar parts. These materials may only be used for the planned manufacture and for no other purpose whatsoever.

The supplier transfers title to the new product created from processing the materials to FUHR. In cases of doubt it transfers proportionate co-title to FUHR on condition that the new product is safeguarded for FUHR in both cases.

Drawings, models, moulds, jigs, tools and documentation (in particular work instructions), which are provided by FUHR for the purposes of fulfilling its order or created by the supplier at FUHR's expense, remain and/or become the property of FUHR. These objects and documentation are or must be correspondingly marked. The supplier may not make them available or disclose them to third parties, nor use or duplicate them itself nor allow third parties to use or duplicate them without the express written permission of FUHR. Documentation, including any copies, must be returned in full to FUHR at the latter's request. The supplier is liable for the loss or damage and/or misuse of the same until such time as it returns them.

The supplier is obliged to compare the drawing revision indices indicated on the orders with the drawings in its possession. In the event of any discrepancies, the supplier must request the latest drawings from FUHR's technical department.

8. Data protection, confidentiality

FUHR is entitled to use the data relating to the supplier obtained through or in connection with the business relationship, irrespective of whether the information is provided by the supplier itself or obtained from third parties, within the limits stipulated by the Federal Data Protection Act.

Confidential information may not be disclosed. Confidential information includes such information as is provided by one contract party to the other, relates to the subject of the contract, is provided either in writing or other material form and is marked as confidential, or is provided in any other form on condition that it is indicated as being confidential at the time of disclosure and subsequently confirmed in writing by the notifying party within thirty (30) days as being confidential. Company and business secrets and information relating to pricing and customers are, in particular, subject to confidential treatment.

Information is not deemed to be confidential if it was available in the public domain prior to notification or was made available to the recipient without any obligation to treat it confidentially. Information is no longer deemed to be confidential if it has become available in the public domain without any breach of this contract, or if the recipient has obtained it legally elsewhere without any obligation to treat it confidentially, or if the recipient has independently developed or otherwise become aware of the information.

The recipient of confidential information relating to the other party may only use the relevant confidential information for the purposes of this contract for a period of three (3) years following notification of each individual piece of confidential information. In addition, the recipient must apply the same or at least reasonable caution in protecting such information against unauthorised use, disclosure or publication as it applies to the protection of its own, similarly confidential information. Access to the confidential information must, moreover, be restricted to only those members of the recipient's staff who need to know the information for the purposes of this contract; in this case the recipient is liable for ensuring that its staff complies with the obligations of this section.

The confidentiality agreement persists until such time as the relevant contract party releases the other party from its confidentiality obligation. The supplier is liable to pay a contract penalty of EUR 10,000 to FUHR for each and every breach of the aforementioned obligations.

9. Assignment, right of retention, offset, transfer of contract

Unless approved in writing by FUHR, the supplier is not permitted to assign outstanding claims against FUHR – in whole or in part – or to commission a third party to collect the same unless such claims are undisputed or have been legally ascertained. Such approval is deemed to be automatically granted in cases of extended retention of title.

FUHR's rights to offset or withhold payments may not be restricted.

Counterclaims may only be offset against claims asserted by FUHR if the counterclaim is undisputed or legally ascertained and due for payment.

The supplier may not transfer the order or obligations arising from the contract to third parties in whole or in part without the prior written approval of FUHR. The supplier remains responsible for contract performance, even if FUHR does permit the involvement of third parties.

The supplier must notify FUHR immediately of any transfer of contract caused by act of law or any changes to the company and its shareholders.

10. Supplementary provisions

Unless explicitly agreed otherwise, place of performance is deemed to be the despatch address and/or location indicated by FUHR; the registered office of FUHR is deemed to be the place of performance for any and all other obligations of both parties.

The courts responsible for the registered office of FUHR are deemed to be the sole courts of jurisdiction for any and all legal disputes, including disputes associated with bills of exchange and cheques. FUHR reserves the right to bring legal action against the supplier at the latter's registered office or domicile. This contract is solely subject to German law. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

In the event that individual provisions of these terms and conditions of purchase are or should become wholly or partially invalid, this does not affect the validity of the remaining provisions.



CARL FUHR GmbH & Co. KG
Schlösser und Beschläge

We hereby confirm our acceptance of the terms and conditions of
purchase of
CARL FUHR GmbH & Co. KG
as indicated overleaf.

Date

Signature, Company stamp