

Terms and Conditions of Purchase
CG TEC GmbH
Gewerbepark Hügelmühle 41 · 91174 Spalt - Germany

1. Generals Terms

- 1.1 If not explicitly changed and agreed on, the following conditions and terms will apply for all orders for CGTEC GmbH –named CGTEC further on-. All terms included in the contractor terms and conditions are herewith explicitly overruled and denied, implicit acceptance of order confirmation or deliveries are no exemption to such conditions.
- 1.2 The vendor accepts the exclusive validity of the present purchase terms and conditions upon first order delivered at the mentioned conditions.
- 1.3 Orders and appointments are binding if they are made and confirmed in written manner. The offer can only be accepted within a timeline of 14 days if no other terms have been arranged.

2. Delivery and Shipping

- 2.1 Delivery is made according to the order, respectively according to the following instructions of CGTEC at the appointed due date. The contractor makes an immediate notification of changes in the timeline.
- 2.2 The appointed deadlines and timeframes are binding. Anchor date is the date of ordering. The goods have to be delivered within those timelines at the receiving center pointed out by us. The vendor is in default if he does not meet the appointed delivery schedules. If no certain delivery schedule was appointed, the vendor is in default if he does not meet the reasonable general delivery timelines for according deals. The vendor is obligated to compensate for damage caused by delay. We are further on entitled to rescind from the contract and or claim damages for delay in case the deadline was not met. If delays are to be expected the vendor has to inform us immediately and wait for our decision concerning the retention of the contract. The unconditional acceptance of a delayed shipment does not waiver possible claims of damages due to delayed delivery.
- 2.3 Partial deliveries are generally not allowed except especially agreed on.
- 2.4 We are not obliged to accept the shipment before the end of the timeline.
- 2.5 We reserve the right to claim compensation respectively to insist on the usual warranty claims in case of impossibility of delivery.
- 2.6 If not otherwise appointed, the vendor bears cost for transport, including packing, insurances and all other additional charges.
- 2.7 We do accept road transports only from Monday to Thursday from 7:30 until 15:00 hrs.
- 2.8 The transfer of risk takes place upon acceptance by our receiving center.
- 2.9 Packing material is included in the price. If exceptions are appointed, the packing material has to be calculated at own cost. The vendor has to used the predetermined packing material and is responsible that the shipment is ample protected against damage by the packing material. At least 2/3 (two thirds) of the charged value have to be credited for.

3. Delivery Timelines and Deadlines

- 3.1 Delivery timelines and deadlines in the orders are binding and are meant to be in effect for the goods arriving at the place of delivery.
- 3.2 CGTEC reserves the right to refuse acceptance of goods, not delivered at the appointed timeline, and send them back at expenses and risk of the contractor or store them at third party locations.

4. Quality, Acceptance and Notice of Defects

- 4.1 The contractor assures that the goods comply with the characteristics of the specifications, appropriate engineering standards and are up to date technology.
- 4.2 The vendor has to perform a quality management appropriate for volume and type of the shipment to ensure compliance with the existing standards.
- 4.3 For measurements, quantities and quality, we rely on the values, gained at our receiving inspection and quality checks.
- 4.4 In case of an agreed contract penalty for delayed delivery it stays in effect even if it is not explicitly claimed upon acceptance of the delivery. Further on claims are in effect as well even after undisputed acceptance.
- 4.5 The vendor renounces the right delayed claims due to damages and the right of undisputed acceptance.

5. Prices and Payments

5.1 The appointed prices include packing material, freight and all other expenses..

5.2 If prices are appointed according to weight the value for the final costs is calculated, taking the net weight measured at our facilities. .

5.3 The invoices have to be made out immediately after shipping the goods, stating ordering- and item number. The sales tax has to be pointed out separately on the invoice.

5.4 Payment will be made under reserve of correct delivery as well as correct pricing and itemized bill. If CGTEC encounters a valid reason for warranty claims we reserve the right to delay the payment until the warranty matter has been solved.

5.5 Payment schedule: 10 days 2 % discount or 30 days no discount, after receiving the invoice.

6. Charging and Surrender

6.1 The contractor is only allowed to charge according to undisputed and legal claims.

6.2 The surrender of claims against CGTEC is only valid after a written approval from CGTEC.

7. Warranty

7.1 The warranty deed of the contractor is according to the legal directives as long as there are no special appointments in the following. The contractor relieves CGTEC from all claims of third parties due to deficiencies or violations of industrial property rights of third parties or product damages in the shipment based on his degree of causation, after being initially asked to do so. The contractor ensures the existence of appropriate product liability insurance.

7.2 The warranty period covers at least two years after delivery at place of fulfillment. If the legal warranty period is longer it applies.

7.3 The contractor has the same liabilities for supplementary performance and remedy as for the initial deliverances, that includes shipping and handling and labor costs without limitation on them. The warranty period for supplementary deliveries starts with the time of arrival of the shipment.

8. Information and Data

CGTEC keeps the title on drawings, sketches, outlines, samples, production specifications, company internal data, tools and devices etc. that we handed over to the contractor for placing an offer or for fulfilling a contract. They are not subject to be used, copied or made available to third parties for something else and have to be stored and taken care of with the diligence of a prudent businessman.

9. Industrial Property Rights of Third Parties

The contractor assures that property rights of third parties do not oppose the intended use of the purchased goods especially that industrial property rights are not violated. Should CGTEC be made accountable for a possible violation of properties of third parties, such as patents, copyrights, and other protected properties, they will be released from it and from any other depth associated with it by the contractor.

10. Supplier's Declaration

10.1 Essential part of a contract, based upon these terms and conditions is the obligation to hand in a supplier's declaration according to VO / EG 1207 / 01. If long term supplier's declarations are used, all changes in original characteristics have to be mentioned with the according acceptance of an order without additional request.

10.2 If we are asked by customs to produce a INF 4 form due to the fact that supplier's declarations are misleading, faulty or not detailed enough, we are entitled to be provided with correct, complete and custom approved information forms INF 4 stating the origin of the goods.

10.3 The vendor takes full liability in case we or our customers are charged by customs or are subjected to other financial losses due to incorrect declaration of origin by the vendor.

11. Data Privacy Protection

The contractor agrees accordance that communicated personal data will be processed and used according to the contract adhering to the legal regulations until canceled.

12. Severability clause

Should one of the above mentioned terms or clauses become invalid, does not affect the validity of the other term or clauses. The invalid clause will be amicably replaced by another that resembles the unvalid one at the closest economical way.

