

§ 1 Conclusion of contract

1. Any order shall be made based on these general terms of purchase. Other terms may not become part of the contract, even if the ordering party does not explicitly contradict them. These general terms of purchase shall also be valid for all following orders or contractual relationships between supplier and ordering party.
2. When confirming the order, the supplier basically accepts our terms of purchase.
3. If the order of the ordering party is not confirmed in writing within 3 (three) working days after having been received, the ordering party shall be entitled to withdraw his order.
4. Only orders placed in writing or by e-mail shall be binding. Orders made orally or by phone require the ordering party's later confirmation in form of a commercial confirmation letter to be valid. Any oral subsidiary agreements and modifications of the contract shall also be confirmed in writing.

§ 2 Prices, shipping, packaging

1. The agreed prices are fixed prices; any additional claims shall be excluded. Any costs for packaging and transport as well as clearing formalities and customs are included in the prices.
2. Our order number shall be stated in all order confirmations, notifications of dispatch, bills of lading, delivery notes, invoices and the remaining correspondence.
3. Shipping is at the supplier's cost and risk, free to the agreed destination.
4. The framework agreement for packaging is based on statutory regulation.

Gebr. Schwarz GmbH

Zepfenhaner Str. 35
D-78628 Rottweil-Neukirch

Tel. +49(0) 7427 / 9496 - 0
Fax +49(0) 7427 / 9496 - 933

Geschäftsführer

Uwe Schwarz
Jens Roth

www.schwarz-gmbh.de
info@schwarz-gmbh.de

Volksbank Rottweil

IBAN DE07 6429 0120 0004 2000 04
BIC GENODES1VRW

Handelsregister

Registergericht Stuttgart
HRB 470325

Ust-ID-Nr.

DE 811 305 896

§ 3 Invoicing and payment

1. After delivery, invoices shall be presented with all details and documents agreed; provided there is not any agreement, with all details and documents usually used. Incorrect invoices shall be considered received by us from the moment of correction.
2. Payment is done in the standard way, i.e. within 14 days after delivery/service rendered with a 3% discount, or within 30 days net.

§ 4 Delivery dates, delays, force majeure

1. The agreed delivery dates are binding. Compliance shall be determined based on receipt of goods at the agreed destination.
2. If the supplier notices that he is not able to comply with an agreed delivery date for whatever reason, he shall inform the ordering party immediately in writing under specification of reasons and estimated duration of the delay.
3. Force majeure and labor disputes shall exempt the contracting parties from their duties to perform for the duration of these circumstances. As far as this may be reasonably expected, the parties shall be obligated to provide immediately the relevant information and to adjust their obligations to the changed circumstances according to the principles of good faith. Should the ordering party lose his interest in the delivery due to the delay, the ordering party shall be entitled to rescind the contract after prior information.
4. In case of delay in delivery, the ordering party shall be entitled to damages and/or cancelation of the contract according to the statutory regulations.
5. If delivery is made before the specified date, the ordering party reserves his right to send the goods back at the supplier's costs. If the goods are not returned in case of delivery before the specified date, the goods shall be stored at the ordering party's premises at supplier's cost and risk until the specified date. With regard to payment, the agreed delivery date shall apply only.
6. Partial deliveries will only be accepted after explicit agreement.

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§ 5 Liability for defects

1. Obvious defects of the delivered products, e.g. different quantities and obvious transport damage, shall be notified by the ordering party as soon as they can be determined in the course of normal business. The notice of defect is considered to be placed in time when it is sent within 5 (five) calendar days after having received the delivery. Other defects shall be notified within 5 (five) calendar days after having been detected.
2. The supplier guarantees that his products have the agreed quality, in particular, according to the specifications required by the ordering party. Modifications generally require a previous agreement.
3. The ordering party shall be entitled to statutory defect claims without restriction, including claims for damages.
4. If the supplier does not fulfill a request for remedy of defects or supply of replacement products within 10 working days, the ordering party shall be entitled to rescind the contract and to claim compensation for damages instead of the performance.

§ 6 Product liability and liability insurance

1. If the supplier is responsible for a product damage, he shall be obliged to indemnify the ordering party from any claims for damages raised by a third party.
2. Ordering party and supplier shall inform and assist each other with regard to legal defense.
3. Supplier undertakes to conclude a reasonable product liability insurance.

§ 7 Property rights and liability for defects of title

1. Supplier ensures that all deliveries are exempt from third party rights and that, in particular, patents, licenses or other property rights of third parties will not be violated by delivery and use of delivered items in the agreed country of delivery or - insofar as known to the supplier - in the intended country of destination.

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2. The supplier shall hold harmless the ordering party and his customers against third party claims derived from any possible violations of property rights and shall bear all costs incurred by the ordering party in this respect.
3. For all other claims due to deficiencies of title, the regulation with regard to liability for defects acc. to § 5 of this contract applies.

§ 8 Confidentiality

1. The contracting parties undertake to treat as strictly confidential all information being disclosed to them in the context of the business relationship. In particular, they are obligated to treat as strictly confidential all illustrations, drawings, calculations, design sketches, models, CAD data and other documents and information given to them. Their contents may only be disclosed to third parties after having received an explicit consent in writing.
2. The obligation of confidentiality continues to apply for an unlimited time, even after termination of the contract; it shall also apply for the case that a contract is not concluded.
3. Any documentation received shall be returned without further request to the other contracting party after the business relationship ends.

§ 9 Final provisions

1. These conditions apply for legal relations with entrepreneurs.
2. Should any part of these general terms of purchase be or become legally ineffective, this shall not affect the efficiency of the remaining provisions. The parties agree for this case to create a regulation that comes economically closest to the sense and purpose of the ineffective provision.
3. Supplier is not entitled without prior written consent to subcontract the order or essential parts of it to third parties or to assign claims beyond a extended or enlarged retention of ownership.
4. If supplier stops payments, insolvency proceedings are requested or instituted against his assets or extrajudicial proceedings for debt write-off against the supplier's assets are instituted, the ordering party shall be entitled to terminate the contract without notification.

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5. Place of performance for all deliveries and services shall be the place of receipt or the specified destination. The place of jurisdiction for all claims with regard to the order placed by us and/or the delivery of goods is Rottweil, insofar as legally admissible. Should supplier have his headquarters abroad, we can also decide upon a place of jurisdiction abroad. For any claims against us, the place of jurisdiction shall always be Rottweil.
6. For all legal relations between the parties, German law shall apply only; any international agreements shall be excluded.
7. The contractual language is German. If another language is also used, the German text prevails.

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