

1. Scope of Application

These General Purchase Conditions are applicable to purchase-, service- and/or work-agreements with imeco GmbH & Co. KG as purchaser and/or customer (hereinafter referred to as "imeco"). imeco does not accept contradictory or deviating purchase and order conditions, unless imeco has explicitly accepted such deviating conditions. The delivery is deemed as acceptance of these General Purchase and Order Conditions by the Contractor.

2. Conclusion of the Contract

(1) The offer of the Contractor shall adhere as closely as possible to imeco's query; the Contractor will explicitly point out any deviations. The offer is free of charge and the Contractor is bound to his offer for three months.

(2) The contract is concluded at the time of the written acceptance/order by imeco. Oral orders become only binding if confirmed in writing by imeco.

(3) The Contractor is obliged to confirm the order in writing immediately. The confirmation shall fully adhere to the order.

(4) Provided imeco's order deviates from the Contractor's offer the Contractor shall immediately confirm the order. The Contractor shall explicitly point out any deviations between the order and the confirmation. Provided the Customer does not object to the order within two days, the order of imeco is deemed to be fully accepted.

3. Supply

(1) Specified delivery periods are binding. If the parties agree on a delivery period and a right of imeco for an any-time call order, the specific date requested by imeco shall be binding provided the Contractor has received the specific date request three day prior to the specific date. The Contractor shall provide for the delivery or services at any time within the agreed delivery period if the parties have not agreed for an any-time call order. Provided the parties have not explicitly agreed otherwise delivery and/or the services shall be provided free of charge to any delivery address specified by imeco (obligation to deliver). If a delivery address is not specified supplies shall be made to the factory / seat of imeco, Boschstraße 5, 63876 Hösbach.

(2) imeco may rescind the contract without setting a prolonged time-limit if it is obvious from the order or the surrounding circumstances that the contract was based on the punctual delivery and/or punctual performance of services (firm deal).

(3) Pre- or partial deliveries as well as deliveries including a less or excess delivery and/or partial provision of services shall only be permitted with the prior written consent of imeco; the Contractor bears any resulting excess costs.

(4) If the Contractor has reasons to believe that punctual delivery and/or performance of services is fully or partially not possible, it shall notify to imeco immediately and state the reasons for the delay. In case of a delay imeco is entitled to the statutory claims. In particular, imeco shall be entitled to claim damages after a fruitless expiry of an adequate extension of time.

(5) War, warlike incidents, operational and traffic disturbances, riots, strikes, lock-outs and other kinds of force majeure - which directly or indirectly disturb or frustrate the acceptance of the delivery items, the works and/or services - release imeco for the duration and the scope of the accrued hindrance from all contractual obligations. imeco is also entitled to rescind the contract fully or partially to the extent that such force majeure results in a substantial reduction of imeco's requirements.

(6) Each transport shall be notified by the Contractor to imeco and the addressee specified by imeco at the date of dispatch.

(7) Each delivery shall be accompanied by a double execution copy of the delivery bill without indication of price. The execution bill shall contain the supplier number of imeco, imeco's purchase order number and imeco's item number as well as other information of the order. Further, it shall be specified of how many single deliveries the overall order shall consist. The Contractor shall send double execution copies of the invoices to imeco or any other addressee specified by imeco separately and directly. If an invoice is directly sent to another addressee specified by imeco, a copy of such invoice shall also be sent to imeco.

The Contractor is liable for any damages due to non-observation of these provisions.

4. Prices / Payments

(1) The agreed prices are fixed prices. They include all and any costs for the delivery, import- or export-documentation, other necessary documentation, import, duties or other costs, the performance of works and services and any costs in relation thereto. Provided and to the extent statutory VAT applies, such VAT will be paid by imeco provided such is invoiced separately and appropriately.

(2) Provided the Contractor generally reduces its prices, the agreed prices between the Contractor and imeco shall be reduced accordingly.

(3) The prices include package and delivery costs. Provided the parties have agreed the Contractor is only obliged to send the delivery items, the prices include the transport and insurance costs.

(4) Each payment is effected with reservation of the examination of the invoice. Payment does not include acceptance free of defects.

(5) imeco is entitled to pay with a bill of exchange.

(6) Payment target is 20 calendar days with a discount of three percent, 30 calendar days with a discount of two percent and 60 calendar days at full net-payment. The time-limit commences at receipt of the contractual delivery item or service and the receipt of a proper invoice. In case – at the time of delivery or performance - the delivery item or the works have not, not fully or not in the contractually agreed state been delivered, or the services not provided for in the contractually agreed manner, the agreed term of payment commences at the time of the delivery of the complete delivery or the creation of the contractual state of the delivery item and/or the work at the contractual place of destination or the full performance of services in the contractual manner. The term of payment is observed by sending the collection-only cheque (date of post-stamp) respectively by giving the bank-order within this period.

(7) In case of payment default imeco shall only be obliged to pay a maximum interest rate of 5 or cent.

(8) imeco reserves the right to claims a contractual penalty because the Contractor has not or not contractually performed (s. 341 German Civil Code – **BGB**) until final payment.

5. Warranty

(1) The Contractor warrants that the delivery item, works or services are of the agreed quality, complies with the newest generally accepted rules of technique as well as the applicable specifications and norms and qualifies for the contractually agreed and commonly accepted use and provides for a condition which is common for items, works or services of this kind and which a purchaser may expect.

Technical information, specifications, product description or manufacturing or installation instructions contained in the leaflets issued or published by the Contractor or the manufacturer – if the Contractor is not the manufacturer – shall be deemed as agreed quality even if not particularly taken reference to in the contract. The Contractor is obliged to carry out the contractual obligations in a way that the law on technical work materials, the accident prevention regulation other occupation safety regulation and safety-related and occupational medical provisions applicable in Germany are observed. The Contractor shall observe the generally applicable statutory provisions in the production- and delivery country. Are these obligations not observed it is deemed that the delivery item as well as the service does not qualify as contractually.

(2) The obligation to examine the delivery item and admonish obvious defects according to s. 377 German Commercial Code (HGB) commences two weeks after handing over to imeco or the addressee defined by imeco. Regarding all other defects this obligations commences after positive knowledge of the defect.

(3) imeco is entitled to rectify the defect on cost of the Contractor immediately or replace the delivery items, works and/or results of services in another way on cost of the Contractor if this is necessary in urgent cases to avoid or reduce damage. Further, statutory warranty provisions apply.

(4) The warranty of the Contractor is not affected because drawings or calculations were agreed by imeco. The Contractor remains fully liable for any drawing or calculation.

(5) Provided a claim is made against imeco based on product liability and there is a causative connection to the delivery, works and/or services of the Contractor, the Contractor shall be liable for the damage.

(6) The statute of limitation for warranty claims shall be 3 years following acceptance.

6. Reservation of title

The ownership of the delivered item, works and/or services passes to imeco at the time and place of delivery. imeco does not accept a retention of title or extended retention of title (e.g. extended retention of title connected with pre-assignment and current account retention of title).

7. Right to Set-Off / Right of Retention / Assignment

(1) The right to set-off of the Contractor is reduced to undisputed and legally bindingly assessed claims.

(2) The Contractor shall only exercise its right of retention within the same contractual relationship.

(3) The Contractor may only assign claims under the contractual relationship with imeco with imeco's prior written consent.

8. Intellectual Property Rights

The Contractor is liable that the delivery items, works and/or services do not infringe any German or foreign intellectual property rights or existing copyrights. The Contractor indemnifies imeco from any claims of third parties in relation to this obligation.

9. Confidentiality / Non-Disclosure

The Contractor is obliged to keep any offer to as well as orders of imeco strictly confidential and to oblige potential sub-contractors or sub-deliverers accordingly.

10. Information Obligation

The Contractor shall inform imeco regularly by a reasonable notice about its current products, works and/or services as well as changes regarding the changes of its articles and services.

11. Data Use

imeco informs according to the German Data Protection Act that personal data is registered and processed during contractual performance. The data is processed centrally within the group. The Contractor consents hereby. The consent may be revoked at any time.

12. Supplier's Declaration according to EC Regulations 1207/2001, 1617/2006, 75/2008, Originating Product

(1) The Contractor declares that the delivery items, works and/or services are produced within the EC and conform with the regulation regarding "originating products" to which preferential conditions apply. The Contractor shall be obliged to provide supplier declarations in proper form according to EC Regulations 1207/2001, 1617/2006 and 75/2008 accompanied by – if necessary – a certificate of origin.

(2) The Contractor is obliged to explicitly notify on bill of delivery "no originating product" if the delivery item, works and/or services are not originating products.

13. Place of Performance / Applicable Law / Place of Venue

(1) Place of performance for the delivery item is the respective place which imeco has determined, place of performance for any other obligation (e.g. payment obligation) shall be Aschaffenburg.

(2) This contract shall be subject to and construed with the law of the Federal Republic of Germany except for the United Nations Convention on Contracts for the International Sale of Goods – even if the Contractor's seat is outside Germany.

(3) Place of venue is Aschaffenburg. imeco retains the right to commence proceedings at any other competent court.

14. Miscellaneous

(1) If any of the provisions of these General Purchase and Order Conditions should be or become invalid, unenforceable or impracticable, the validity of the other provisions hereof shall not be affected. The parties undertake to replace the invalid, unenforceable or impracticable provision by such valid and enforceable provision which correspond as closely as possible to the parties' economic intent. The same applies in the event of missing provisions.

(2) This is only a convenience translation of the German Allgemeine Einkaufs- und Auftragsbedingungen (General Purchase and Order Conditions) of imeco. The German version is decisive.