



General Conditions of Purchase RHEWUM GmbH, Remscheid

Version of: 01/01/2008

1. Conclusion of Contract

- 1.1 RHEWUM places orders solely on the basis of its General Conditions of Purchase. These Conditions of Purchase also apply even if RHEWUM accepts a delivery from a Supplier or makes payments while in the knowledge of conflicting conditions or conditions which deviate from its own Conditions of Purchase. They also apply to all future transactions with the Supplier.
- 1.2 Deviations from these Conditions of Purchase are only valid if they have been confirmed in writing by RHEWUM. Confirmed deviations are valid only for the specific instance to which they relate and do not affect future dealings.
- 1.3 Our orders may only be accepted within 10 working days after receipt.
- 1.4 Only orders made in writing are binding. The same applies to other agreements made prior to or following the conclusion of contract. Orders made orally or by telephone must then be confirmed by RHEWUM in writing in order to be deemed legally valid. The same applies to oral ancillary agreements and contractual amendments. Services performed or deliveries made without a written order will not be recognised. Orders, call-offs and amendments or additions thereto may be made by means of data transmission or machine-readable data carriers, with prior written agreement.
- 1.5 Any fees for visits or for preparing offers, projects etc. must be agreed separately.
- 1.6 The Supplier must treat the conclusion of this contract confidentially, and may only refer to its business relationship with RHEWUM in its promotional materials with the prior written agreement of RHEWUM.
- 1.7 The Contractual Partners undertake to treat as confidential all commercial or technical facts which are not in the public domain and which they become aware of as a result of their commercial relationship. Subcontractors must be made subject to the same obligation.
- 1.8 RHEWUM may require amendments to be made to the delivery object even after the contract has been concluded, insofar as this is reasonable for the Supplier. In the event of such a contractual amendment, the effects on both Parties, in particular with regard to additional or reduced costs as well as delivery dates, must be taken into account appropriately.

2. Prices, Shipping, Packaging

- 2.1 The agreed prices are fixed prices and exclude all additional charges. Costs for packaging and transport to the shipping address given by RHEWUM or places of use, as well as for customs formalities and tariffs are included in these prices. Unless otherwise agreed in writing, the free domicile price includes packaging. If a price is agreed as "ex works", "ex stock" or similar, the forwarding agent prescribed by RHEWUM must be assigned. Additional costs for failure to observe this obligation shall be borne by the Supplier. All costs incurred up to transfer to the carrier, including loading, shall be borne by the Supplier.
- 2.2 A delivery note must be included with each shipment. Dispatch notes, consignment notes, parcel labels, invoices and all correspondence must show the number and date of the order and, if applicable, the drawing number or material key number. The delivery note must also include the gross, tare and net weights. The routing order must be adhered to for deliveries for which RHEWUM covers the freight charges in part or in full.
- 2.3 RHEWUM will only accept ordered quantities or numbers of pieces. Under-deliveries and over-deliveries are only permitted with the prior agreement of RHEWUM.
- 2.4 Shipping is at the Supplier's risk. The risk of any deterioration, including accidental loss, shall therefore remain with the Supplier until delivery to the shipping address or place of use requested by RHEWUM.
- 2.5 The Supplier's obligation to take back the packaging shall be governed by the statutory provisions. The goods must be packaged in a way that prevents damages in transit. Packaging materials must only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging may be used. If, following consultation, RHEWUM is invoiced separately for packaging in exceptional cases, RHEWUM is entitled to return packaging which is in good condition to the Supplier free of charge against payment of 2/3 of the value resulting from the invoice.

3. Invoicing and Payment

- 3.1 Invoices must be sent to us in duplicate immediately following delivery. All invoices must include the order number and date of order. Under no circumstances may invoices be included with deliveries. If the Supplier breaches sentences 1 and 2 above, RHEWUM shall not be responsible for any delays in processing this causes.
- 3.2 To the extent necessary for understanding, all associated documents and information (e.g. factory certification, acceptance reports and documentation) must be submitted alongside invoices. RHEWUM has the right to refuse performance until a proper invoice is submitted. The actual quantities, weights or other units on which the delivery is based and the agreed prices are decisive for payment.
- 3.3 Payment shall be made using the normal commercial means. Unless agreed otherwise in writing, RHEWUM shall pay the purchase price within 30 days from the date of delivery and receipt of invoice in full or with a 3% discount if paid within 8 days or 2% discount if paid within 14 days from the date of delivery and receipt of invoice.



- 3.4 As far as certificates on material tests have been agreed upon, they are an essential part of the delivery and shall be sent to RHEWUM together with the delivery.
- 3.5 Payment is not a comment on the quality of the delivery, nor does it limit the rights of RHEWUM. In case of faulty delivery, RHEWUM is entitled to withhold payment proportionally until proper fulfilment.
- 3.6 We are entitled to set-off and retention rights to the extent permitted by law.

4. Delivery Dates, Delivery Delays, Force Majeure

- 4.1 The delivery dates agreed upon are binding; failure to adhere to these dates shall mean the Supplier is in default, without a warning being required. The date of receipt of the goods at the place of receipt or use specified by RHEWUM shall be decisive for compliance with the delivery date or delivery period. If acceptance is required, the Supplier shall be in default without reminder if it does not offer RHEWUM the service ready for acceptance on the agreed date. RHEWUM may not refuse acceptance due to minor defects.
- 4.2 If the Supplier realises that an agreed date cannot be met for any reason whatsoever, it shall immediately notify RHEWUM in writing, stating the reasons and the expected duration of the delay.
- 4.3 If the supplier is in default due to exceeding the delivery date, RHEWUM shall be entitled to claim a contractual penalty of 0.1% of the order amount per working day, up to a maximum of 5% of the order amount. The reservation of the assertion of the contractual penalty may still be asserted until the invoice is paid. The contractual penalty shall be set off against a claim for compensation for damages caused by delay. We reserve the right to assert a claim for further damages.
- 4.4 If a delivery date has not been agreed, deliveries shall be made on working days during normal business hours. The signing of the delivery note or the actual acceptance of the delivered goods does not imply any statement as to whether the delivery meets the specifications.
- 4.5 Force majeure shall release the Contracting Parties from their performance obligations for the duration of the disruption and to the extent of its effect. The Contracting Parties are obliged to provide the necessary information immediately to a reasonable extent and to adapt their obligations to the changed circumstances in good faith.
- 4.6 In case of delivery earlier than agreed, RHEWUM reserves the right to return the goods at the expense and risk of the Supplier. In this case, RHEWUM is entitled to make payment only on the agreed due date.
- 4.7 RHEWUM shall only accept partial deliveries following explicit agreement.

5. Liability

The Supplier shall be liable for any form of breach of contract in accordance with the statutory provisions, unless otherwise provided for in these Conditions of Purchase.

6. Warranty

- 6.1 The agreed specification is an integral component of the order and may only be changed by mutual agreement. Any description of the scope of delivery or a drawing which is to be regarded as binding shall also be regarded as a specification.
- 6.2 The Supplier undertakes to use environmentally friendly products and processes for its deliveries/services as well as for deliveries or ancillary services of third parties insofar as technically and economically possible. The Supplier will issue a certificate of inspection for the delivered goods upon request from RHEWUM.
- 6.3 RHEWUM shall inspect the delivered goods for defects immediately upon arrival. RHEWUM will report obvious defects immediately; RHEWUM will report hidden/concealed defects immediately after discovery. Timely dispatch of the notification shall be sufficient for compliance with this deadline.
- 6.4 RHEWUM shall have the right to choose the type of subsequent performance, including in case of a contract for work and services, unless the Contracting Party has the right to refuse the chosen type of subsequent performance or RHEWUM chooses a right of subsequent performance which is unreasonable for the Contracting Party.
- 6.5 Unless a longer period of limitation is provided by law, the period of limitation for claims for defects is two years, calculated from the date of transfer of the delivery item to RHEWUM or the third party named by RHEWUM at the receiving point named by RHEWUM. In cases where acceptance is provided for by law or contract, the limitation period shall commence upon acceptance.
- 6.6 In case of defects of title, the Supplier shall indemnify RHEWUM against any existing claims of third parties.
- 6.7 If a claim is made against RHEWUM due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to a defectiveness of the product, attributable to the Supplier's goods, RHEWUM shall be entitled to claim compensation for this damage from the Supplier to the extent that this is caused by the products it delivers. This damage also includes the costs of any necessary recall action. The Supplier must carry out quality assurance suitable in type and scope and which corresponds to the latest state of the art and must prove this to RHEWUM on request.
- 6.8 The Supplier shall insure itself against all risks arising from product liability, including the risk of recall to an appropriate amount and shall present the insurance policy to RHEWUM for inspection upon request.

7. Property Rights

- 7.1 The Supplier declares that all deliveries are free from third-party industrial property rights and, in particular, that the delivery and use of the delivery items does not infringe patents, licences or other industrial property rights of third parties within the European Union. If the Supplier knows that its products are also distributed by RHEWUM in certain other countries, the above applies also to these countries.
- 7.2 Should third parties assert claims against RHEWUM due to violation of property rights, the Supplier is obliged to indemnify RHEWUM on first demand. This indemnification also applies to RHEWUM's customers. It shall not apply if the Supplier has manufactured the delivery items according to our drawings, models or equivalent descriptions. If, in such a case, the Supplier fears an infringement of property rights, it shall inform RHEWUM immediately.
- 7.3 RHEWUM shall be entitled, taking into account the duty of care of a diligent businessman, to obtain permission to use the relevant delivery items and services from the entitled party at the expense of the Supplier.

8. Final Provisions

- 8.1 The law of the Federal Republic of Germany shall be deemed agreed. The application of UN sales law is excluded.
- 8.2 Should individual parts of these General Conditions of Purchase be legally invalid, this shall not affect the validity of the remaining provisions.
- 8.3 The Supplier is not entitled to pass on the order or essential parts of the order to third parties without prior written consent of RHEWUM.
- 8.4 The Supplier is not entitled to assign claims against RHEWUM without prior written consent of RHEWUM, which must not be unreasonably withheld.
- 8.5 RHEWUM will treat personal data of the Supplier in accordance with the Federal Data Protection Act (Bundesdatenschutzgesetz).
- 8.6 Unless expressly agreed otherwise, the place of performance for the delivery obligation is the shipping address or place of use requested by RHEWUM; for all other obligations of both parties it is Remscheid.
- 8.7 The sole place of jurisdiction for all disputes arising from the supply relationship is Remscheid. This also applies if the Supplier has no general place of jurisdiction in Germany.