

General terms and conditions / suppliers

Stöbich Brandschutz GmbH

Pracherstieg 6

38644 Goslar

General terms and conditions (suppliers) / Status 01.10.2012

§1 General provisions

(1) All offers, deliveries and contracts with suppliers are exclusively subject to these GTC, otherwise the legal regulations. Terms and conditions of suppliers or third parties shall not apply. Deviating terms and conditions of the suppliers, such as amendments or supplements that are not expressly acknowledged by written consent, are not binding for Customer, even if they have not been expressly contradicted.

(2) With the first delivery under these terms and conditions of business, the contractor acknowledges their exclusive validity. This applies continuously to all further orders.

§ 2 Conclusion of contract

(1) The order enquiries are non-binding and only represent an invitatio ad offerendum, an invitation to submit an offer by the supplier. Anything else shall only apply if the order is expressly designated as binding. In addition, only orders made in writing are legally binding. Each order must be confirmed in writing by the supplier without delay. If the Supplier does not accept the order within 3 weeks, the Customer shall be entitled to cancel the order.

(2) Changes in form, colour, dimensions and the like as well as technical changes must be notified in writing by the supplier without being asked in the case of deviations within the scope of a special release. In the event of non-compliance, the Customer shall be entitled to refuse acceptance of the delivery.

(3) Orders can be changed or adjusted at any time in terms of quality, quantity and technology, provided that this is feasible for the supplier within a reasonable scope.

(4) Drawings (as well as samples), moulds and models, as well as photographs or the like, which the Client makes available to the Supplier, remain at all times the property of the Client and must be returned to the Client without being requested to do so. Provided that they are no longer required for the proper execution of the delivery. They may neither be handed over nor made accessible to unauthorised third parties. The reproduction of such items is only permitted within the framework of the copyright provisions.

(5) The Contractor undertakes to identify potential savings during the entire term of the contract. If these are revealed by regular value analyses, the prices will be adjusted.

§ 3 Prices, invoice details

(1) The prices stated in the order are fixed prices and therefore binding for the contractor. Subsequent price changes must be expressly agreed to in writing by the Client. The price stated includes all costs (packaging, insurance, customs duties, etc.) which the Contractor must pay to the shipping address stated in the contract in order to fulfil his obligation to perform.

(2) Payments shall only be made subject to the correctness of price and calculation as well as proper delivery. In order to ensure reproducibility, all order confirmations and delivery documents must contain at least the order number and the article number of the customer, the delivery address and the delivery quantity. If one or more of these details are missing and if, as a result, processing by the Customer is delayed in the normal course of the Customer's business, the payment periods specified in paragraph 2 shall be extended by the period of the delay in accordance with § 14 of the German Value Added Tax Act.

(3) In the event of late payment, interest on arrears shall accrue in accordance with § 247 BGB.

(4) The client is entitled to offsetting as well as to assert rights of retention in accordance with the statutory provisions.

§ 4 Delivery time, place of performance, delivery

(1) The delivery time (delivery period or date) stated in the order is binding. Premature deliveries are not permitted unless they have been approved by the customer. Each delivery shall be accompanied by delivery notes (stating the order number, contents and other features that characterize the order).

(2) The supplier is obliged to inform the customer in writing without delay, stating the reasons, if circumstances become apparent or occur which indicate that the delivery time cannot be met. If the agreed delivery date is exceeded, the supplier shall be in default without reminder after the expiry of two further calendar days.

(3) If the supplier is in default, the customer shall be entitled to demand subsequent delivery of the goods within a reasonable period of grace.

(4) If the granted, reasonable grace period has expired without result, the client is free to decide whether to make use of the right of withdrawal or to make a subsequent delivery and claim damages for the delay. If the contract is adhered to, the client is entitled to demand compensation for the entire damage caused by the delay (§§ 280 para. 1, 286 BGB), which will be offset against the purchase price claim as a claim for damages. Even if the contract is cancelled, the client is entitled without restriction to the statutory provisions, such as the claim for damages instead of performance in the event of non-performance after expiry of a reasonable period of grace (§§ 280 ff BGB).

(5) In the event of delays in delivery, the Customer shall be entitled to impose a contractual penalty on the Contractor for the delay in delivery after prior written warning. This penalty shall amount to 0.3% per working day, up to a maximum of 5%, of the respective net order value. The net order value shall be understood to be the remuneration owed after completion of the contract. Further legal claims are reserved. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the Supplier.

(6) Unless otherwise agreed, the risk of accidental loss shall pass to the Customer upon acceptance of the goods at the place of performance. The supplier shall insure the delivery at his own expense against damage and loss during transport. Upon request, he shall provide evidence of the insurance cover.

(7) Force majeure shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

§ 5 Quality and documentation

(1) The Supplier shall constantly monitor the quality of the supplies and/or services and, like the Client, shall be obliged to inform the other party of the possibility of a quality improvement and to notify the other party thereof.

(2) For the initial sample inspection, reference is made to the VDA publication "Sicherung der Qualität von Lieferungen - Lieferantenauswahl / Produktionsprozess - und Produktfreigabe/Qualitätsleistung in der Serie" in its currently valid form.

(3) Quality records and evidence shall be kept for ten years and presented by the contracting entity on request. These proofs must contain when, by whom and in what way the defect-free manufacture of the delivery items was ensured. Should the supplier be able to exclude a danger to life and health when using the products, he shall be entitled to shorten the period of storage. In addition, the supplier shall oblige his suppliers to the same extent within the framework of the legal possibilities. For this check, reference is made to the currently valid form of the VDA document "Nachweisführung - Leitfaden zur Dokumentation und Archivierung von Qualitätsanforderungen".

§ 6 Warranty

(1) The contractor must deliver the received item to the customer free of material defects and defects of title. The Contractor further warrants that the deliveries or services have the agreed quality and no defects which restrict, reduce or cancel their value or their suitability for the use presupposed by the contract.

(2) Upon arrival of the goods by the supplier, the customer shall be obliged to inspect them for deviations in quality and quantity within a reasonable period of time. Other quality agreements regarding the supplier's outgoing inspection and the customer's incoming inspection shall not be accepted by the customer. In this context, audits shall be carried out by Customer at Supplier's premises if necessary. The supplier shall provide the necessary documents, such as the quality management manual. In the event of material defects, Customer shall be entitled to the statutory rights pursuant to §§ 434 ff BGB. Customer is obliged to notify the supplier in writing of obvious defects as soon as possible or at the latest within one week after receipt of the goods, unless the defects concern machines or similar of the same scope, for which a notification of defects within two weeks is still considered to be on time. Hidden defects must be notified immediately after discovery, but within the warranty period. This is legally two years (§ 438 para. 1 No. 3 BGB) from the time of delivery, unless it has been contractually extended or shortened.

(3) In the event of a defect, the customer may, at his discretion, demand either the removal of the defect or the delivery of a defect-free item. For this purpose, the contractor shall be granted a reasonable period of time for subsequent performance. The Seller shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. If the supplementary performance fails, the customer is entitled to withdraw from the contract in accordance with § 440, 323 and 326 para. 5.

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supplementary performance fails, the customer is entitled to withdraw from the contract in accordance with § 440, 323 and 326 para. 5.

(5) Instead of withdrawing from the contract, the customer is also entitled to reduce the purchase price by declaration to the seller. In the event of a reduction, the purchase price is to be reduced in the ratio in which the value of the item in a defect-free condition would have been in relation to the actual value at the time of conclusion of the contract.

(6) In the event of subsequent delivery of a defect-free item, the limitation period for claims for defects shall begin anew, unless the supplier denies the defect and expressly fulfils only as a gesture of goodwill. This shall also apply in the event of subsequent improvement, provided that the defect is based on the repaired defect or the consequences of a defective subsequent improvement.

§ 7 Product liability according to ProdHaftG

(1) The supplier shall be liable for the costs associated with a violation of official safety regulations and product liability regulations due to the defectiveness of a product if the violation is attributable to the supplier's delivered goods. The contractor/supplier is obliged to inform the customer upon request of the policy of his liability insurance to cover the residual risk.

§ 8 Property rights

(1) The contractor shall be responsible for this and shall take all precautions to ensure that no patents, licences or other property rights of third parties are infringed by the delivery and use of the delivery items and/or services.

(2) If an infringement of the industrial property rights referred to in paragraph 1 occurs, the supplier undertakes to indemnify the customer against all claims of third parties which are asserted against the customer as a result of this infringement and to reimburse the customer for all necessary and, above all, chargeable expenses incurred by the customer in connection with this claim.

§ 9 Confidentiality

(1) The supplier is obliged to regard all facts, information and documents not in the public domain which are exchanged in the course of the business relationship as business secrets and to treat them confidentially and to use them only for the execution of the order.

(2) Without the prior written consent of the client, these may not be passed on or made accessible to third parties and/or the public. Advertising with the business relationship also requires prior written consent.

(3) The supplier is liable for all damages resulting from the violation of points 1 + 2.