

General Terms of Supply for Business conducted inside the European Union

I. General

All deliveries and services are subject to these General Terms of Supply as well as any separate contractual agreements. Deviating purchasing conditions of the customer shall not become part of the contract upon acceptance of the order. A contract is established – if not specifically agreed otherwise – when the Supplier confirms the order in writing.

The Supplier reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and immaterial nature, including in electronic form. They may not be made available to third parties. The Supplier undertakes to make information and documents designated by the Purchaser as confidential accessible to third parties only with the Purchaser's consent.

II. Price and payment

In the absence of a special agreement, the prices apply ex works including loading, but excluding packaging and unloading. Value-added tax is added to the listed prices at the applicable statutory rate.

Payment is to be made no later than upon acceptance of the delivery item without any deduction in cash or to the account of the Supplier. In the event that acceptance has not yet taken place, but the Supplier has notified the purchaser of completion/readiness for dispatch or has handed over or sent the invoice, the payment is also due and payable immediately without any deduction. Default in payment occurs in accordance with statutory provisions. The Purchaser shall have the right to withhold payments or offset payments with counterclaims only to the extent to which such counterclaims are undisputed or have been established as final and absolute.

III. Delivery time, delivery delay

The delivery time is based on the agreements between the contract parties. Its adherence by the Supplier is subject to the proviso that all commercial and technical issues between the parties have been clarified and the Purchaser has met all of its obligations, such as providing the necessary official permits or certifications and paying the deposit as agreed. If this is not the case, the delivery time is extended appropriately. This does not apply if the Supplier is responsible for the delay in performance.

Compliance with the delivery period is subject to correct and timely delivery of materials to us from our suppliers. Any delays that may occur shall be communicated by the Supplier as soon as possible.

The delivery deadline is met if the delivery item has left the Supplier's factory or is declared ready for dispatch by the end of the delivery period. If an acceptance needs to be carried out, except for cases where the acceptance is justifiably rejected, the acceptance date shall be binding. Alternatively, the notification of the readiness for acceptance shall be binding.

If the dispatch or acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, he shall be charged with the costs arising from the delay starting one month after notification of readiness for dispatch or acceptance.

If non-compliance with the delivery time is due to force majeure, labor disputes or other events that lie outside the Supplier's sphere of influence, the delivery time is extended appropriately. The Supplier shall inform the Purchaser about the beginning and end of such circumstances as soon as possible.

The Purchaser can withdraw from the contract without setting a deadline if the Supplier is unable to perform the entire service before the transfer of risk. In addition, the Purchaser may withdraw from the contract if the execution of a part of the delivery becomes impossible and he has a legitimate interest in the rejection of the partial delivery. If this is not the case, the Purchaser shall pay the price agreed for that portion actually delivered. The same applies in the event of the Supplier's inability to perform. In all other respects, Section VII, paragraph 2, shall apply. If the impossibility or inability to perform occurs while the Purchaser is in default of acceptance or if the Purchaser is solely or largely responsible for these circumstances, the Purchaser shall remain obliged to pay our invoice.

If the Supplier fails to meet the deadline and the Purchaser suffers damage as a result, the Purchaser is entitled to claim lump sum compensation. This shall amount to 0.5% for each full week of delay, but not more than 5% of the value of that part of the total delivery which cannot be used in time or in accordance with the contract due to the delay. If the Purchaser sets the Supplier – taking into account exceptional legal cases – a reasonable deadline for performance after the deadline and if the deadline is not met, the Purchaser is entitled to withdraw from the contract within the context of statutory provisions. He obligates himself, at the Supplier's request, to declare within a reasonable period of time whether he intends to exercise his withdrawal right.

Further claims arising from delayed delivery are governed exclusively by Section VII paragraph 2 of these Terms of Supply.

IV. Passing of risk, acceptance

Transfer of risk passes to the Purchaser when the order has left the factory, even in cases when parts are shipped separately or the Supplier is providing additional services such as paying shipping costs or delivering and setting up the machine. If an inspection of the order has been agreed, the risk is transferred at that time. It must be carried out immediately on the acceptance date, or alternatively after the Supplier has reported readiness for acceptance. The Purchaser may not refuse acceptance of delivery due to the presence of a minor defect.

If shipping or acceptance is delayed or omitted as a result of circumstances that cannot be imputed to the Supplier, risk shall transfer to the Purchaser from the date of notification of readiness for shipping or acceptance. The Supplier undertakes to take out the insurance policies that the Purchaser requires at the Purchaser's expense.

Partial deliveries are permitted insofar as reasonable for the Purchaser.

V. Reservation of title

The Supplier shall retain title to the delivery item until receipt of all payments – including any additional services due – from the delivery contract. If the Purchaser acts contrary to the contractual obligations, in particular in the event of a default in payment, the Supplier is entitled to take back the delivery item

after a reminder and the Purchaser is obliged to return it.

Due to the retention of title, the Supplier can only demand return of the delivery item if he has withdrawn from the contract. In the case of seizure or other interventions by third parties, the Purchaser shall notify the Supplier without undue delay.

The application for the opening of insolvency proceedings against the assets of the Purchaser entitles the Supplier to withdraw from the contract with immediate effect and to demand the return of the delivered item.

The Purchaser is entitled to re-sell the delivery item in the ordinary course of business. However, the Purchaser shall already assign all accounts receivable from sales to consumers or other third parties together with all ancillary rights to the Supplier at such time. The Purchaser remains empowered to collect this claim even after assignment. The right of the Supplier to collect this claim is not affected by this. However, the Supplier undertakes not to collect the receivables as long as the Purchaser fulfills his payment obligations directly or the right of collection has not been revoked or no application for the opening of insolvency proceedings has been filed.

The Supplier may otherwise demand that the Purchaser discloses the assigned receivables and their debtors, provides all information required for collection, hands over the associated documents and inform the debtors of the assignment insofar as the Supplier has not already done so.

If the delivery item is resold together with other goods that do not belong to the Supplier, the Purchaser's claim against the customer shall be deemed assigned in the amount of the delivery price agreed between the Supplier and the Purchaser.

The processing or transformation of goods subject to retention of title shall always be carried out by the Purchaser on behalf of the Supplier. If the goods subject to retention of title are reworked with objects not belonging to them, the Supplier acquires partial ownership of the new goods in proportion to the value of the delivered goods compared to the other reworked goods at the time of reworking.

If goods of the Supplier are connected with other movable objects to a single object or are inseparably mixed, and the other item is to be regarded as the main item, the Purchaser agrees to transfer joint ownership to the Supplier in proportion insofar as the main item belongs to him. The Purchaser shall keep the property or co-ownership free of charge for the Supplier. The item, which has been created by processing, modification, compounding or mixing, shall be subject to the same provisions as the goods that are subject to retention of title. The Supplier is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the Purchaser unless the Purchaser himself has demonstrably taken out such insurance.

VI. Claims based on defects

The Supplier is liable for material defects and defects of title to the exclusion of further claims – subject to Section VII – as follows:

Material defects

All those parts that turn out to be defective as a result of a circumstance prior to the transfer of risk are to be repaired or replaced free of charge at the discretion of the Supplier. The Supplier shall be informed in writing of any such defects without undue delay. Replaced parts become the Supplier's property.

To make all subsequent improvements and replacement deliveries that appear necessary to the Supplier, the Purchaser must, after consultation with the Supplier, provide the necessary time and opportunity; otherwise, the Supplier is released from liability for the resulting consequences. Only in urgent cases which pose a risk to safe operation or to avert excessive damage, whereby the Supplier is to be notified at once, the Purchaser has the right to rectify the defect himself or to employ a third party for the task and to demand that the Supplier reimburses the required expenses.

Insofar as the complaint proves to be justified, the Supplier bears the expenses necessary for the purpose of subsequent performance, insofar as this does not impose a disproportionate burden on the supplier. If the expenses increase as a result of the fact the Purchaser has brought the purchased goods to a place other than the place of performance after delivery, the Purchaser shall bear any additional costs incurred as a result. When selling a newly manufactured item, the Supplier shall also reimburse the Purchaser to the extent of his legal obligation for expenses incurred in connection with claims for recourse in the supply chain.

The Purchaser has a right to withdraw from the contract in accordance with legal regulations, if the Supplier – taking account of the statutory exceptions – fails to take action within a reasonable period of time given for subsequent improvement or replacement delivery for a material defect. If there is only a minor defect, the Purchaser is only entitled to request a reduction in the agreed price. The right to a reduction in the contract price is otherwise excluded. Further claims are determined in Section VII, paragraph 2 of these Terms of Supply.

No liability is assumed in particular in the following cases: unsuitable or improper use, faulty installation or commissioning by the Purchaser or third parties, natural wear, faulty or negligent treatment, improper maintenance, unsuitable equipment, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences unless they are the responsibility of the Supplier.

If the Purchaser or a third party improperly reworks the goods, the Supplier is not liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the Supplier.

Defects of title

If the use of the delivery item leads to the violation of industrial property rights or copyrights in Germany, the Supplier will in principle grant the Purchaser the right to further use at his own expense or modify the delivery item in a manner reasonable for the Purchaser in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable time period, the Purchaser has the right to withdraw from the contract. Given the cited circumstances, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall release the Purchaser from any legally enforceable claims of the holder of the property rights.

Subject to Section VII, paragraph 2, the obligations of the Supplier cited in the last paragraph are conclusive in the event of infringement of property rights or copyrights. They only exist if the Purchaser informs the Supplier immediately of alleged infringements of property rights or copyrights, the Purchaser supports the Supplier to an appropriate extent in defending the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VI, paragraph 7, the Supplier retains all defensive measures including extrajudicial regulations, the legal defect is not based on an instruction from the Purchaser and the infringement was not caused by the Purchaser having changed the delivery item independently or using it

in a manner not in accordance with the contract.

VII. Liability

If the delivery item cannot be used in accordance with the contract due to omitted or incorrect proposals or consultations made by the Supplier before or after conclusion of the contract or due to culpable violation of other contractual ancillary obligations – in particular instructions for operation and maintenance of the delivery item – the provisions of Sections VI and VII, paragraph 2 shall apply mutatis mutandis to the exclusion of further claims of the Purchaser.

For damages that have not arisen on the delivery item itself, the Supplier is liable – for whatever legal reasons – only in the event of intent and gross negligence, culpable injury of life, limb, health, defects which the Supplier fraudulently concealed, a guarantee commitment, defects in the delivery item, insofar as liability for personal injury or property damage to privately used items is provided for by the Product Liability Act. In case of culpable violation of essential contractual obligations, the Supplier shall also be liable in case of gross negligence of non-executive personnel and cases of ordinary negligence; liability shall be limited to contract-typical, reasonably foreseeable damage in the latter case.

All other claims are excluded.

VIII. Statute of limitations

All claims of the customer – for whatever legal reasons – become statute-barred after 12 (twelve) months. This also applies to the limitation period for recourse claims in the supply chain pursuant to Section 445 b (1) of the German Civil Code (BGB) insofar as the last contract in this supply chain is not a sale of consumer goods. The suspension of expiration pursuant to Section 445 b (2) BGB is not hereby affected. The statutory time limits apply to claims for damages under Section VII, paragraph 2. They shall also apply to defects in a building or to delivery items which have been used in accordance with their normal use for a building and which caused its defectiveness.

IX. Software use

Insofar as software is included in the scope of delivery, the Purchaser is granted a non-exclusive right to use the delivered software and its documentation. The Purchaser is only permitted to use the software for the delivery object, for which it is intended. Use of the software on more than one system is prohibited. The Purchaser is only allowed to duplicate, revise or compile the software within a legally permissible context (Subsection 69 a ff. of the German Copyright Act [UrhG]) or convert from object code to the source code. The Purchaser undertakes not to remove manufacturer's information – in particular copyright notices – nor to alter them without prior, explicit permission from the Supplier. All other rights to the software and the documentation, including the copies, remain with the Supplier or the software supplier. Granting sublicenses is not permitted.

X. Applicable Law and Place of Jurisdiction

All legal relationships between the Supplier and the Purchaser are governed exclusively by the law of the Federal Republic of Germany.

The place of jurisdiction is the court with jurisdiction over the Supplier's registered office. However, the Supplier is entitled to bring an action at the Purchaser's registered office.

Should an individual provision of these provisions become null and void, the validity of the remaining provisions shall not be affected by this.

XI. Export

It should be noted that prior official consent may be required to export the delivery item. The declaration of consent must be obtained by the Purchaser before the delivery item is brought.

XII. Data Protection

The Supplier is entitled to electronically process data from the business relationship, regardless of whether these originate from the Purchaser himself or from a third party. This notice replaces the notification under the Federal Data Protection Act and the EU General Data Protection Regulation that personal data of purchasers and contact persons at purchasers are stored and further processed electronically.

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