

# **Purchasing conditions Rödgers GmbH**

## **1. Scope**

Our purchasing conditions apply exclusively. Any conditions of the Vendor being diverging or to the contrary are rejected. This applies even if we order goods despite our knowledge of differing or contrary terms of the Vendor. Our purchasing conditions apply only to enterprises, corporate bodies under public law and state-operated funds. Our purchasing conditions apply also to all future trading with the Vendor even without further notification.

## **2. Ordering**

Orders are only valid in written form. Orders issued orally or by telephone only become effective if they are confirmed by us in writing.

## **3. Documents and Confidentiality**

All documents which we hand to the Vendor for the purpose of executing the order remain our property. The Vendor may not, without our express permission, allow any third party to look into, or make otherwise accessible to third parties the documents or any other not commonly known commercial or technical information the Buyer became aware of within our business connection.

## **4. Delivery default**

The stipulated delivery date is binding. In the event of delivery default we are entitled to withdraw from the contract in accordance with the statutory provisions.

## **5. Third Party's Rights**

The Vendor is liable for any infringement of third parties' rights through the goods to be delivered or their use, unless the Vendor is not responsible for the respective infringement. In case that a third party makes a claim on us due to an infringement of third parties' rights for which the Vendor is responsible, the Vendor shall compensate our costs, expenses and any damage, including attorney's fees and court costs, incurring in relation with the legal defense against the respective claim and shall indemnify us from any costs and claims of the third party. Furthermore, the Vendor shall in such a case take all reasonable measures in order to hold off any claim of a third party against us, especially to present all information necessary for an effective legal defense.

## **6. Performance guarantee**

- 6.1 In case of defects, we are entitled to the unabbreviated statutory warranty claims. The Vendor is obliged to bear the expenses related to the removal of defects or the replacement delivery.

Any delivery is not approved solely by payment.

- 6.2 As far as the mercantile requirement to make a complaint in respect of a defect of the goods (Section 377 of the German Commercial Code ("*Handelsgesetzbuch*")) applies, the duty is limited to control the goods regarding their amount, their identity, transport or packaging detriments which are externally noticeable as well as the examination of samples taken with regard to the essential characteristics of the goods.
- 6.3 The examination and the objection according to Section 377 of the German Commercial Code are in due time if the objection is forwarded to the Vendor in case of apparent defects which are noticeable with the naked eye within three days after receipt of the goods. In case of defects which only become noticeable by means of an examination, the period amounts to two weeks. An objection regarding any other defects which become noticeable subsequently is in due time, if it is forwarded to the Vendor within two weeks after discovery of the defects.

## **7. Transfer of ownership**

Title of the goods shall be regarded as transferred to us at delivery of the goods. In case we should have paid the purchase price before delivery the transfer of ownership shall take place at the date of the payment; the goods must then be separated from the remaining stocks and properly stored by the Vendor as belonging to us. The Vendor has to insure the goods until leaving the factory against fire and theft, even when the goods have already become our property.

## **8. Liability of the Vendor**

The Vendor is liable according to the statutory provisions.

## **9. Set-off and Retention Rights**

We are entitled to offset counterclaims and to make use of a right of retention according to the statutory provisions.

## **10. Venue and Applicable Law**

For merchants, corporate bodies of public law and state-operated funds, the venue is Soltau. However, we are as well entitled to sue the Vendor at his general venue. German law shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.