



## Terms of purchase

### Sielaff GmbH & Co. KG Automatenbau Herrieden

#### I. Scope of applicability, protective clause

These terms of purchase apply for all orders of Sielaff GmbH & Co. KG Automatenbau Herrieden. Any differing terms and conditions of business of the supplier shall not be accepted and shall only apply insofar as we explicitly acknowledge them in writing.

#### II. Conclusion of the contract

- 2.1 Orders and amendments or additions thereto, as well as other arrangements made in connection with the conclusion of a contract, are only binding if they are issued in writing or confirmed by us.
- 2.2 Delivery periods specified by Sielaff GmbH & Co. KG Automatenbau Herrieden are subject to the production scheduling effective at the time of the order.
- 2.3 We expect order confirmations to be sent to us within 14 days from the date of our order.
- 2.4 Sielaff GmbH & Co. KG Automatenbau Herrieden shall have the right to cancel the order in writing if the supplier fails to accept it in writing within two weeks from the receipt of the order (order confirmation).

#### III. Drawings, plans and other documents

- 3.1 All drawings, plans, samples, tools, instructions or other documents provided to the supplier for the purpose of the implementation of orders shall remain our property and may only be passed on to third parties with our explicit written consent. Products manufactured according to those documents may only be delivered to us and not to third parties. After the performance of the contract, those documents must be promptly sent back to us at our request, free of charge.
- 3.2 The supplier must notify us in writing of any reservations regarding our specification, the desired type of implementation, the condition of provided tools, instructions or materials or regarding other documents relating to the order before it commences the implementation of our order or immediately after they come to light in the course of implementation. Our agreement to drawings, calculations or other technical documents prepared by the supplier shall not affect the rights to which we are entitled in the event of defects.

#### IV. Impermissible advertising

Without our written consent, use of the content of our enquiries or orders or related correspondence for reference or advertising purposes is not permitted.

#### V. Subcontractors

Subcontractors may only be engaged for the manufacture of key primary materials if we have consented to this in writing. We shall not refuse such consent on unreasonable grounds.

#### VI. Compliance with time limits and deadlines; contractual penalty

- 6.1 If the supplier is unable to adhere to time limits or deadlines specified in our orders and confirmed by us, it must notify us in good time to that effect and of the reason for the impediment and its expected duration. Our statutory claims in the event of delay shall remain unaffected.
- 6.2 In the case of delivery of goods, the receipt of defect-free goods at the point of receipt specified by us shall be decisive as to whether the delivery deadline has been adhered to and, in the case of delivery with assembly or installation or services to be provided on a performance-related basis, acceptance successfully carried out at the agreed time.
- 6.3 Early deliveries and services shall require our consent.
- 6.4 If a contractual penalty has been agreed and incurred for non-adherence to time limits or deadlines, we will be able to offset it against the amount of the final invoice.
- 6.5 If, in the case of continuing obligations, the supplier repeatedly defaults, we shall have the right to prematurely terminate the entire contractual relationship and demand compensation for the losses incurred by us as a result, provided that we have effectively set the supplier a time limit in writing for remedial action.

#### VII. Postponing acceptance/approval

If events of force majeure or strikes, lock-outs, operational disruptions or other events beyond our control occur, we shall have the right to postpone acceptance/approval until the impediment has been eliminated, without any claims arising for the supplier as a result. If these events last longer than three months without interruption, either of the parties shall have the right to terminate the contract.

#### VIII. Partial, excess or short deliveries

- 8.1 Partial deliveries or partial services shall require our prior written consent, unless they are permissible by law of sale.
- 8.2 We reserve the right to acknowledge excess or short deliveries in individual cases.

#### IX. Prices

The prices are fixed prices and should be understood as excluding VAT, including packaging and free delivery to the place of receipt.

#### X. Shipment, packaging

The shipment should be carried out to the place of receipt specified by us, free of freight charges, packaging costs and fees. On the date of the shipment of freight consignments, a separate dispatch note should be sent to us.

#### XI. Invoice, payment

- 11.1 Invoices must be submitted separately for each order after full delivery / acceptance, specifying the order number and product number of all the individual items.
- 11.2 The respective payment and discount period will be calculated from the date when the deliveries or services have been completely rendered and a properly issued invoice has been received. The above-mentioned discounts shall also apply if the principal sets off payments with receivables or withhold an appropriate portion of the payment due to established defects. The discount periods shall be calculated from the day after the day when the defects in question are eliminated.
- 11.3 Unless agreed otherwise, the following payment terms apply:
  - where payment is made within 14 days: 3% discount
  - 30 days: strictly net
- 11.4 Making a payment shall not be deemed to constitute implicit acceptance of the respective deliveries or services

#### XII. Assignment of receivables, defence of retention of title

- 12.1 Claims against us may only be assigned if we have granted our consent to such assignment in writing. We shall not refuse such consent on unreasonable grounds.
- 12.2 We explicitly object to retention of ownership arrangements that go beyond simple retention of ownership. They only apply if we individually agree them with the suppliers.

#### XIII. Transfer of risk; complaints

- 13.1 In the case of deliveries, the risk shall transfer to us when the goods arrive at the point of receipt specified by us. In the case of delivery with installation or assembly or other services to be provided on a performance-related basis, the risk shall transfer to us upon acceptance.
- 13.2 We shall notify the supplier of any externally identifiable defects no later than within 14 days from delivery, and of other defects immediately after their discovery.

#### XIV. Provided materials; retention of ownership

- 14.1 The materials provided by us shall be processed or altered for us as the manufacturer in accordance with Article 950 of the German Civil Code (BGB). The supplier shall safekeep the processed item for us with due care and attention and free of charge. The provided materials and the items processed for us shall be stored separately and such that our ownership of them is also discernible for third parties.
- 14.2 If materials provided by us are destroyed or damaged for reasons for which the supplier is responsible, the supplier shall have no entitlement to compensation for its processing expenses. This shall also apply in the event of accidental destruction or accidental damage in its premises.

#### XV. Liability for defects

- 15.1 The supplier must ensure that its deliveries and services are free of defects and have the guaranteed characteristics, and warrants that they comply with the current state of the art of technology and the generally recognised technical safety requirements and occupational health and safety requirements of authorities and trade associations and are consistent with applicable environmental regulations, fulfil other requirements under legal regulations and do not infringe any third-party rights.
- 15.2 In the event of defects we shall have the right to assert our claims against the supplier within the time limitation periods. According to our choice, we shall have the right to demand supplementary performance through repairs or replacement delivery or the production of new goods, in accordance with the provisions of law. The supplier must also provide compensation for the losses we incur, as well as for the expenses necessary for the supplementary performance. If the supplementary performance is not rendered within a reasonable time limit or fails or if setting a time limit was dispensable, under the provisions of law we will be able to demand rescission, compensation for losses in lieu of the performance, compensation for needless expenses or a price reduction. Rights stemming from provided guarantees remain unaffected by this.
- 15.3 If the supplier fails to fulfil its obligation to render the supplementary performance within the reasonable time limit set by us, we will be able to take the necessary action ourselves at its expense, unless the supplier has the right under the provisions of law to refuse the supplementary performance.
- 15.4 Claims arising from liability for defects shall expire by time limitation after the lapse of 24 months from delivery to us.

#### XVI. Usage rights, infringement of third-party property rights

- 16.1 The supplier shall grant us all usage rights for the achievement of the contractually agreed purpose.
- 16.2 The supplier shall ensure that through the use of the contractually stipulated deliveries/services no patent rights or other intellectual property rights of third parties are infringed and shall indemnify us against any claims asserted against us due to the infringement of domestic intellectual property rights. Furthermore, it shall take all reasonable action to ensure that we can implement the contractually stipulated use without any detrimental effects on third parties.

#### XVII. Product liability, insurance

- 17.1 The supplier shall indemnify us against any claims arising from non-contractual product liability which are attributable to a defect in the product delivered by it. Subject to the same requirements, the supplier shall also be liable for any losses that we incur due to precautionary measures being reasonable in terms of their type and scope against legal action based on non-contractual product liability, e.g. due to public warnings. Our right to assert claims against the supplier due to our own losses remains unaffected by this.
- 17.2 The supplier must sufficiently insure itself against any claims that may be asserted against it in the event of legal action based on product liability or due to recall costs and provide us with proof of its insurance cover at our request.

#### XVIII. Place of performance, place of jurisdiction, applicable law

- 18.1 The place of performance for the performances to be rendered by both parties to the contract is Herrieden.
- 18.2 The place of jurisdiction for any disputes that directly or indirectly arise from the contractual relationship is Nuremberg. However, we shall also have the right to take legal action in the location of the customer's registered office.
- 18.3 Applicable law: For the legal relationship between us and the supplier exclusively the laws of the Federal Republic of Germany apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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