



## General Conditions of Purchase

### 1. Area of validity

- (1) These Conditions apply to all supplies and services (hereinafter referred to as "services") to us, i.e. atech partners Ltd. (hereinafter "atech").
- (2) In relation to the agent's General Terms and Conditions (GTC) our General Conditions of Purchase (GCP) apply exclusively; this sentence also applies if we do not expressly object to the GTC or any other contractual conditions of the agent. Any of the agent's contractual conditions opposed to or diverging from our orders and these General Conditions of Purchase are not acknowledged and are not applied unless we expressly agree to the same in writing in individual cases.
- (3) The agent accepts these Conditions of Purchase by providing a quote, by confirming an order, by accepting or executing an order.

### 2. Quotes, orders and other declarations

- (1) The quotes shall correspond to our requests; we welcome alternatives. They are free of charge and not binding for us.
- (2) Orders, agreements and other declarations are only binding if we provide or confirm the same in writing. Regarding the written form a copy of an original, which we keep and which we have signed, suffices. Fully automatically generated orders, which are expressly marked as such, do not require the written form.

### 3. Prices

- (1) The agreed prices are fixed prices and are – plus Value Added Tax as legally valid – free point of use inclusive of packaging and postage. If the price agreed is "ex factory" or "ex warehouse" we only bear the cheapest postage costs. The agent bears all costs incurred to the handover to the carrier including loading and exclusive of cartage. The kind of pricing terms does not affect the agreement regarding the place of fulfilment.
- (2) We reserve the right to acknowledge excess and short deliveries.

### 4. Place of fulfilment

The place of fulfilment regarding the parties' payment claims is our respective administration office, for all other claims, the place of fulfilment is the respective receiving office provided under "mailing address" in our order copy.

### 5. Packaging; dispatch

- (1) If the packaging remains the property of the agent the agent will take it back at his own expense.
- (2) The carriage is at any rate at the agent's risk.
- (3) When dispatching the agent must safeguard our interests. We are not obliged to deal with carriage loads before receiving the delivery notes.

### 6. Business clauses

The INCOTERMS in their version valid at conclusion of the contract apply to the interpretation of the business clauses.

### 7. Certificates of origin; VAT certificates; export limitations

- (1) The agent will provide any certificates of origin we request with all details required and he will make them available duly signed immediately. The same applies to VAT certificates for export and intra-community deliveries.



- (2) The agent will inform us immediately if a delivery in its entirety or in parts is subject to export limitations according to German Law or any other right.

#### **8. Drawings; design documents; tools**

- (1) Models, tools, other production instruments or templates remain our property. They may only be used, copied or transferred to third parties in order to process the offer and to execute the order. After processing the order they must be returned to us immediately and free of charge.
- (2) We may demand the immediate handover free of charge of all templates (e.g. models, tools) and documents, which the agent uses to process the order. The property of those templates and documents is transferred to us after payment. We are entitled without special grant to use these if the agent is delayed in order to ensure the success of the contract, as well as for the acquisition of additional devices, for services and maintenance purposes, for later changes and for the production of replacement and spare parts by us or third companies and to hand over the same for such works. If required the agent must also provide us with any other information required to ensure the success of the contract.

#### **9. Impediments to services; statute of limitations of the service claims; legal status of suppliers**

- (1) If the agent is impeded or believes to be impeded regarding the fulfilment of the contract he must notify us about that immediately in writing providing the reasons and the estimated duration of such an impediment.
- (2) The ordinary statute of limitations for our service claims is five years after the conclusion of the contract.
- (3) The agent is equally liable for suppliers as for his own deliveries. In the event of a suspicion of a defect or damage in connection with supplier parts of the contractual service or subcontractor services the agent is obliged upon our request to provide us with information about the supplier, distributor or subcontractor as well as with all details and information required to assert the claims against the same.
- (4) If regarding the agent's assets an application for insolvency proceedings (abroad: for similar proceedings) is filed or if there is enough evidence that the conditions for the application for insolvency proceedings are present we possess the right of immediate, extraordinary cancellation with the exemption from the agent's claims for compensation.

#### **10. Defect**

- (1) At the time of the transfer of the risks all of the agent's services must correspond to the specification features of our order and must be suitable without restrictions for the operational duration of use and for the contractually stipulated purpose or, if such a purpose has not been determined, for the due purpose.
- (2) The services must correspond to the generally recognised codes of practice and to the European and German technical standards, to all of the legislative and non-legislative regulations applicable at the place of fulfilment, in particular also to the health and safety regulations, to the requirements of the equipment safety law, the accident prevention regulations and fire prevention regulations and the environmentally relevant regulations.
- (3) In the event of defects as to quality and of title of the agent's services the legal regulations apply with the proviso that for contracts of purchase, work, materials and labour we are entitled to the right to choose regarding the supplementary service – amendment or replacement delivery. We are entitled to stipulate an adequate period for the supplementary service, unless the supplementary service is unreasonable for us. In addition to the legally regulated cases such unreasonableness may also result in particular from pending, inadequate delay or from the uncertain success for equipment, devices or installations related to safety or required for the operation or the business. The mutually agreed stipulation of the period of the supplementary service has got the same legal effect as the stipulation of a period on our part.
- (4) For defects as to quality irrespective of the legal entitlements for contracts of purchase, work and materials we are entitled according to § 637 BGB (Civil Code) to carry out the changes ourselves and we are entitled to advance of money after the fruitless expiry of a period stipulated for the supplementary service.



- (5) As far as in accordance with legal or contractual regulations we are entitled to withdraw in the event of non-fulfilment or not orderly fulfilled service the withdrawal from the contract – as far as the non-fulfilment or bad fulfilment is limited to a delimitable part of the service – may be limited to this part of the contract, whilst the remainder of the contract is maintained effective.
- (6) After the execution of the right to withdraw due to non-fulfilment or the not orderly fulfilment of the service as well as in the event of entitlement to compensation instead of the service, if the service or the remainder of the service must be commissioned otherwise, irrespective of legal rights we are entitled to advance payment of an adequate amount due to the costs to be expected plus the safety premium of 50 per cent. In such an event we are only obliged to obtain several quotes insofar as no significant delays in time or disruptions to the operation, production or business processes occur or threaten to occur. Any personal contributions are offset at market prices of third parties.
- (7) So far as the inspection of the service and the notice of defects according to § 377 Para. 1 HGB (Code of Commercial Law) reside with us we may do so within two weeks from delivery to fulfil the same in due time. The notice of a defect, which appears at a later point in time only, is carried out in due time according to § 377 Para. 3 HGB (Code of Commercial Law) within two weeks of its appearance.
- (8) If a defect as to quality appears within six months from the transfer of the risk it is assumed that the object was already defective at the time of the transfer of the risk, unless this assumption is contradictory to the kind of the object or the defect.

#### 11. Property rights

- (1) The agent is liable that his services and their use on our part do not breach any property rights of third parties. The same applies to the acquisition of additional devices, for services and maintenance purposes, for later changes and for the production of replacement and spare parts by third companies or us.
- (2) Irrespective of our legal entitlements the agent must release us from all claims of third parties and from all damages, costs and other disadvantages we incur in this connection. This also includes disadvantages, which we incur due to the required changes of constructions, machines, equipments and computer equipments or programs and which we incur due to the delays in the building, project or business process.

#### 12. Invoicing

- (1) A separate invoice is to be provided for each order. The invoice must meet the requirements of the applicable national tax laws in particular, the Value Added Tax law and giving our order number it must itemise the services provided clearly, openly and comprehensibly. As far as an acceptance of the service is agreed the acceptance document must be attached.
- (2) For the calculations the quantities, contents and numbers of units we acknowledge are significant. In the event of weight differences we only acknowledge the weights determined by our weight masters.

#### 13. Payment

- (1) We pay within 14 days after delivery and invoicing with 3 % discount or to the end of the month following the month of the delivery and the receipt of the invoice without discount. In the event of acceptance of early deliveries the maturity of the payment is calculated in accordance with the agreed date of delivery.
- (2) Our payments do not signify an acknowledgement of the accounts and of the flawlessness of the service.
- (3) We may offset any claims, which the agent may have against us, with all of the claims, which we, atech, are entitled to against the agent.
- (4) If our payments are delayed we will pay interest on the claim with the exemption of further claims with an interest rate of 5 % percentage points above of the base interest rate according to § 247 BGB (Civil Code).

#### 14. Security



If we make advance payments for our orders we are entitled to demand at any time the security transfer of the relevant materials, in particular of the objects ordered and being processed.

#### **15. Assignment; contractual transfer; change of company status**

- (1) Without our express prior consent in writing the agent may not assign any claims in their entirety or in full against us; we will not withhold consent without important reasons.
- (2) For assignments due to prolonged property retention the consent is considered as granted from the outset with the proviso that we reserve all rights against the assignment recipient, which without the assignment we would be entitled to against the agent. We do not accept direct debit authorisations.
- (3) Without our express prior consent in writing the agent may not assign to third parties the fulfilment of his contractual duties in their entirety or in full. If this consent is granted the agent is liable as joint and several debtor.
- (4) The agent must notify us immediately of any contractual transfers and each and every change of the company status brought about by act of law.

#### **16. Offsetting and retention on the part of the agent**

- (1) The agent may only offset with undisputed or legally acknowledged claims.
- (2) He is only entitled to rights of retention insofar as they are based on the same contractual relationship.

#### **17. Place of jurisdiction; applicable law**

- (1) The place of jurisdiction is for both parties the District Court or County Court responsible at the orderer's head office; additionally we are entitled to choose the agent's general place of jurisdiction.
- (2) Additionally to the contractual regulations the Law of the Federal Republic of Germany applies exclusively for the legal relationships of national parties with the exemption from the United Nations Convention on Contracts for the International Sale of Goods.

#### **18. Partial invalidity; ban on advertising; data protection**

- (1) Even in the event of the legal invalidity of individual provisions the remainder of these provisions remain effective to their full extent.
- (2) The use of our requests and orders for advertising purposes is not permitted.
- (3) atech stores the data collated in connection with the business relationship in files.

atech partners Ltd.