

General terms & conditions of purchase (GTCP)

of Teubert Maschinenbau GmbH, Waldshuter Strasse 15, 78176 Blumberg, Germany

I. General information

These terms & conditions of purchase apply exclusively in regard to entrepreneurs, legal persons under public law and special public funds within the meaning of § 310 para. 1 of Germany's Civil Code. We place orders exclusively based on our general terms & conditions of purchase. They apply to all our orders and contracts relating to the delivery of movable goods to be manufactured or to be produced as well as to the purchase of services for all future business relationships even without special agreement. Disadvantageous business terms & conditions of the supplier are not accepted and considered rejected unless we provide written consent. If we accept the delivery or service without express objection, this shall in no case be regarded as acceptance or consent to conditions that differ. These terms & conditions of purchase also apply analogously to the pre-contractual business relationships of the contractual parties. Subsidiary agreements, commitments or other provisions deviating from these terms & conditions shall only be effective if we have confirmed them in writing.

II. Text form

All agreements made between the supplier and us must be in text form. This applies to orders in particular. These are only binding if they have been issued or confirmed by us in text form.

The supplier must confirm our order by mentioning the contact person, our order number, the prices, all other conditions and the binding delivery date.

III. Incoterms 2020

1. Unless provided for otherwise, DDP Waldshuter Strasse 15, 78176 Blumberg, Germany (Incoterms 2020), is considered to be agreed.
2. Transport to the destination is at the risk of the supplier. The destination stated in the order is the place of performance for all services of the supplier. The risk does not transfer until an office, authorized by us, has acknowledged receipt of the goods.
3. In the case of deliveries by train or forwarding agents, we shall receive an official weight verification or proof that the weighing corresponds to German calibration law for goods deliveries based on a weight-based calculation.
4. For the delivery of goods, especially raw materials, auxiliary materials and operating materials, the relevant statutory provisions – particularly those of the Chemicals Act of the Federal Republic of Germany – must be observed with regard to the duty to classify, package and label. The supplier must provide compensation for damage caused by culpable breaches of the legal regulations.
5. The supplier has been informed that we are an SLVS prohibition customer.

IV. Delivery time, liability for delay

1. The delivery time stated in the order is binding.
2. If circumstances prevent the supplier from adhering to the agreed delivery date after issuing the order confirmation, the supplier must immediately notify us in writing of the reason and the anticipated duration of the delay if the circumstances occur or become apparent to him.
3. In case of untimely or delayed delivery, we are entitled to the statutory claims.
4. In the event of a delayed delivery as a result of force majeure or labor disputes not caused by the contractual parties, we shall have the option either to rescind the contract in whole, or in part, or to demand execution of the order at a later date without the supplier having any claims arising therefrom.
5. Advance, partial and additional deliveries are only permitted with our express consent and noted in the delivery documents and invoices.

V. Execution of work

Persons performing work on the factory premises in fulfillment of the contract shall comply with the provisions of our company regulations. Our liability for accidents and damage is excluded. This shall not apply to the extent that liability is incurred in cases of intent, gross negligence or injury to life, body or health. The provisions of "Occupational Safety and Environmental Protection for Work by Third-Party Companies on Buildings and Facilities of Teubert Maschinenbau GmbH / Teubert

GmbH & Co. KG" are an integral part of the commissioning and must be complied without any restrictions.

VI. Prices, terms & conditions of payment

1. The agreed prices are binding. Unless otherwise agreed in the individual case, they shall cover all services in connection with the delivery of the objects. In particular, this includes packaging and transport, along with duties, charges, taxes and other incidental expenses where applicable.
2. In general, we do not accept surcharges for small quantities.
3. In individual cases, if prices are not determined during order placement, they must be indicated to us in any case by the supplier before delivery of the goods. If this does not happen, we reserve the right to refuse acceptance of the delivery. We will not accept costs for delivery and re-stocking.
4. The payment period begins with the date of receipt of the auditable invoice at our company. The invoice is only auditable for us if it contains all information standard for commercial matters. In particular, this includes the supplier's tax number, order and article numbers, commission, precise article description, delivered quantity, delivery note number and date of delivery, weight, packaging, customs tariff number and country of origin. The applicable value-added tax is to be shown separately.
5. Unless otherwise agreed, payment shall be made within 14 days with a deduction of 3% discount or within 45 days without discount.
6. Assignment of claims against Teubert Maschinenbau GmbH to third parties is excluded.

VII. Liability for defects

1. Unless otherwise agreed, liability for defects shall be determined in accordance with statutory provisions.
2. The supplier shall ensure that all objects delivered by him and all services provided by him comply at the time of acceptance/handover with the latest state-of-the-art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations. He must inform us immediately about any changes that are known or pending.
3. If deviations from these regulations are necessary in individual cases, the supplier must obtain our consent in writing. The remaining contractual obligations, including possible guarantees regarding the nature of the item or work, shall not be affected by this consent.
4. The goods delivered will be checked by us for deviations in quality and quantity within two (2) weeks from the time of arrival. A complaint may also be lodged on our behalf by the end-user of the goods. Defect notification is timely if the supplier receives it within two (2) weeks from the date of receipt of the goods or from the point in time of discovery in case of hidden defects. In this respect, the supplier waives the right to objection due to delay according to § 377 HGB (Germany's Commercial Code).

VIII. Product liability, indemnity, insurance

If the supplier is responsible for a product defect, he is obliged to indemnify us from claims for damages on behalf of third parties at the first request. This applies, in particular, if the cause lies within his control and organizational domain, and he himself is liable in the external relationship. In addition, the supplier shall bear or reimburse all costs and expenses resulting from a recall action. The supplier is obliged to maintain a product liability insurance policy with a cover amount appropriate to the risk for this contract's duration, that is, up to the respective expiry of the period of limitation of the defect.

IX. Retention of title, copyright, non-disclosure

1. If material is provided to us as part of an order or job, we reserve the right to ownership of this material without restriction. If our reserved goods are processed with other objects which do not belong to us, we acquire co-ownership of the new item proportionally.
2. If tools are provided by us, we reserve the right to ownership of these tools. The supplier may only use these tools for production of the goods ordered by us. The supplier shall be liable without restriction for damage to the tools provided. The supplier must provide the tool to us upon request.

3. We retain ownership and copyrights of all manufacturing documents submitted to the supplier. Manufacturing documents may include illustrations, drawings, calculations, models, CAD data, samples, etc. All manufacturing documents may only be used for the creation and processing of offers to us and for the execution of our ordered service or delivery. These are not to be made accessible to third parties without our explicit consent. In addition, the supplier shall be obligated to return or destroy any duplicates of the documents produced by him upon delivery at the latest; this also applies to documents developed from these documents. The semi-finished and finished products manufactured according to our documents may not be delivered to third parties.

4. The supplier is obliged to keep our operating and business secrets confidential even beyond the contract's duration.

5. Upon delivery, the goods become the property of Teubert Maschinenbau GmbH. Within the framework of ordinary business, we are entitled to use, process and/or dispose of the goods, as well as transfer ownership of the goods to third parties at any time.

X. Freedom from third-party rights/legal transfer

The supplier confirms and guarantees that all deliveries and services are not impacted by copyrights, ancillary copyrights, or other third parties' rights contrary to the intended use.

If deliveries and services have been produced individually for us, the supplier expressly waives the mention of his name in connection with the use of these deliveries and services.

XI. Return of packaging

Return of the packaging requires a separate agreement, unless the supplier is legally obliged to take back packaging according to the provisions of Germany's Packaging Ordinance. In cases of returning of the packaging, the supplier must collect it from us at his expense. If he wishes the packaging to be sent back to him, he will bear the shipping costs incurred.

XII. Import and export provisions, customs

1. In the case of deliveries and services from a country outside the EU, the EU value-added tax identification number must be specified.

2. In addition, the supplier is obligated to inform us of any approval requirements for (re-)exports in accordance with German, European and US export and customs regulations. Likewise, export and customs regulations of the country of origin of the goods and services must be communicated to us in detail and in writing.

XIII. Court of jurisdiction and applicable law

1. The court of jurisdiction for all rights and obligations of the contractual parties from transactions of all kinds – including disputes relating to bills of exchange and checks – is 78176 Blumberg, Germany. The same applies if the supplier does not have a general court of jurisdiction domestically, if he relocates his domicile or habitual residence abroad after the contract's conclusion, or if his domicile or habitual residence is unknown at the time the action is brought. However, we are also entitled to sue the supplier at his general court of jurisdiction.

2. Our general terms & conditions of purchase and all legal relationships between the contractual parties are governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods.

XIV. Severability clause

If a provision should be invalid, the remaining provisions shall remain valid. The contractual parties undertake to replace the invalid provision with a provision that is as close as possible to the contract's intended purpose.