

§1 – General – Scope

1. Our purchasing conditions apply exclusively; we do not recognize any conditions by the ordering party which may oppose or deviate from our purchasing conditions unless we expressly agree in writing that these conditions apply. Our purchasing conditions also apply if we unconditionally accept the supplier's delivery even if we are aware of the supplier's conditions which are contrary to or different from our purchasing conditions.
2. Our purchasing conditions also apply to all future transactions with the supplier.
3. All agreements that are reached between ourselves and the supplier for the purpose of executing a contract must be set out in writing.
4. In the case of doubt, Incoterms 2000 shall be authoritative for the implementation of commercial clauses.
5. Suppliers may only assign to third parties rights against us from this agreement with our prior express consent.
6. If any individual provisions of these purchasing conditions should be or become invalid, this does not affect the validity of the remaining provisions. In this event, the existing provision which is standard in the industry will replace the invalid provision, in the event of a lack of a permissible standard industry provision, the corresponding statutory provision shall apply.

§2 – Orders – Order documents

1. The supplier undertakes to accept our order in writing within a period of two weeks. Any confirmations received after this period or which deviate from the order are regarded as a new offer, which we can accept within a reasonable period.
2. We reserve property rights and copyrights for illustrations, drawings, calculations and other documents; they may not be made available to third parties without our express written permission. They must not be disclosed to third parties. These are to be used exclusively for production based on our order; they are to be returned to us without request after the order has been processed. Any utilisation thereof for one's own use or for processing orders of third parties is prohibited and shall entitle us to claim for damages and to immediately terminate the supply relationship.

§3 – Prices – Terms of payment

1. The price stated in the order is binding. If there is no written agreement to the contrary, the price includes delivery "free-to-the-door" and packaging.
2. Prices are net of statutory VAT.
3. We can only process invoices if these include the order number stated in our order – in line with the information in our order; the supplier is responsible for all consequences resulting from non-fulfilment of this requirement.
4. We will make payment of the purchase price, to the extent that nothing is agreed to the contrary, within 14 days from the date of delivery and receipt of the invoice with a 3% discount, or within 30 days net after payment becomes due and the invoice is received.
5. In the case of framework contracts and apportioned contracts, price adjustments in

favour of the supplier shall only be possible if prime costs should change by more than 20% and to the extent the change affects the unit price.

6. We have statutory rights to offset and rights of retention. In the event of defective deliveries we also have the right to retain remuneration totalling three times the amount expected to be required to rectify the defect until the defect is successfully rectified.

§4 – Delivery period, obligation to deliver after termination of contract

1. The delivery period stated in the order is binding. The date upon which the goods are received at our facility or the agreed delivery address is the decisive factor for upholding the delivery period.
2. The supplier undertakes to inform us without delay in writing as soon as circumstances occur or as soon as circumstances become recognizable that would result in it not being possible to uphold the stipulated delivery period.
3. In the event of delayed delivery, we are authorized to demand payment of a contractual penalty totalling 1% of the value of the order, however at the most no more than 5% of the value of the order per full week of delay. We undertake to declare that we have imposed this contractual penalty at the latest when the invoice which chronologically follows the delayed delivery is paid. We reserve the right to assert further damages; in particular we are authorized to demand damages instead of performance after a reasonable deadline has expired without avail. The asserted contractual penalty will be deducted against these damages.
4. In the event of the contract being terminated, on whatever legal grounds, HellermannTyton can demand that deliveries be continued for a period of up to 6 months under the hitherto existing conditions so that another supplier can be found in the regular course of business. Should it be unreasonable to expect the supplier to continue deliveries under the previous conditions due to a change in economic circumstances, in particular due to a change in the prime costs, the parties shall negotiate a reasonable alignment of the prices to the change proof of which shall have to be furnished.

§5 – Shipment – Place of fulfilment

1. Deliveries are to be made "free-to-the-door" (DDP according to Incoterms 2000), to the extent that nothing to the contrary is agreed in writing. Place of performance is the place of receipt designated by us.
2. The supplier undertakes to state our order number precisely on all shipping documents and delivery notes; if the supplier fails to do so, processing delays cannot be avoided for which we are not responsible.
3. We are authorized to return the packaging material to the supplier at the supplier's risk and expense.
4. The supplier bears the transport and packaging risks.

§6 – Acceptance – Material Defects – Liability

1. If contractual acceptance or acceptance by the authorities has been agreed, the supplier bears the associated costs. The supplier must state the acceptance date at least two weeks previously.
2. We undertake to inspect the goods within a reasonable period for any deviations in quality or quantity. Any defects detected in this regard are notified in good time if our notification to the supplier of the defect is sent within 10 days of receipt of the goods. Complaints for hidden defects are notified in good time if our notification to the supplier of the defect is sent within 10 days of discovery of the defect.
3. We shall be entitled to refuse acceptance of a complete delivery or a complete delivery lot due to it being faulty if, due to a defect having been found, there is the risk that more parts of that lot or even the whole delivery may be faulty. In this event, the rights based on defect of quality shall apply to the whole delivery or to the whole delivery lot.
4. We shall be entitled to the legal defect and damages claims without restriction; in the event of a delivery lot or a whole delivery being rejected, this shall apply to the rejected goods as a whole even if parts of the delivery should not be defective.
5. The period of limitation for warranty claims shall be at least 36 months as of transfer of risk; longer statutory periods of liability shall remain unaffected. The period of limitation shall be suspended the moment notice is given of the defects and shall continue to run again only after warranty has been expressly refused or after the supplier has expressly declaration that the defects shall be remedied; should parts of a whole aggregate be defective, the suspension shall apply only to the defective parts.
6. In the event of cancellation of the contract, irrespective of the legal reason, any purchase price that may have been paid is to be refunded plus interest of 5% per year since receipt of the amount.
7. To the extent that the products supplied are used in a final product which is sold to a consumer, in the event of avilment by our customers as a result of section 478, 479 of the Bürgerliches Gesetzbuch (BGB – German Civil Code) we have rights of recourse in corresponding application of these provisions against the supplier, sections 478 and 479 of the BGB apply accordingly to scope, content and limitation.

§7 – Product liability – Indemnification – Liability insurance protection

1. To the extent that the supplier is responsible for product damage, the supplier undertakes to indemnify us from damage claims by third parties upon first request if the cause is in its sphere of control and organization and it is liable vis-à-vis third parties itself.
2. To this extent the contractor also undertakes to reimburse any expenses in accordance with sections 683 and 670 of the BGB which

result from or are related to a recall action, to the extent that the claim does not arise from sections 830, 840 of the BGB in connection with sections 426 and 254 of the BGB. We will inform the supplier of the content and scope of the recall measures and – as far as can be reasonably expected – give the supplier the opportunity to comment.

3. We have the right to conclude settlements with damaged third parties; this does not affect the supplier's undertaking to make replacement to the extent that the settlements are economically pertinent and reasonable.

4. The supplier undertakes to maintain a product liability insurance policy with total cover of EUR 2,500,000 per personal injury/damage to property – lump sum; this does not affect any further-reaching damage claims we may have.

§8 – Industrial property rights

1. The supplier will ensure that no third-party industrial property rights will be infringed in connection with its delivery.

2. If third parties assert claims against us in this regard, the supplier undertakes to indemnify us from these claims upon first written request. The supplier's indemnification undertaking covers all expenses that arise for us from or in connection with avancements by third parties.

3. §7 (3) applies accordingly with regard to the conclusion of settlements with damaged third parties.

§9 – Reservation of ownership – Supply – Tools – Non-disclosure

1. If we supply parts to the supplier, we reserve ownership for these parts. These are processed or re-formed by the supplier on our behalf. If the reserved goods are processed together with other items that do not belong to us, then we acquire co-ownership of the new items in the ratio of the value of the items supplied to the other items that have been processed at the time at which they were processed.

2. If the goods provided by us are inseparably intermixed with other items which do not belong to us, we acquire coownership of the new goods in the ratio of the value of the reserved goods to the other items that have been intermixed at the time of intermixing. If the goods are intermixed such that the supplier's goods are to be regarded as the main goods, it is agreed that the supplier will transfer to us proportionate co-ownership; the supplier will retain sole ownership or co-ownership for us.

3. We reserve ownership of tools supplied; the supplier undertakes to use the tools exclusively to produce the goods we have ordered. The supplier undertakes to conduct any requisite maintenance and inspection work at his own costs and in good time. He must notify us of any disruptions immediately; if he culpably fails to do so, this does not affect damage claims.

4. The supplier undertakes to insure against fire, water, and theft the goods and tools supplied at their value as new at his own expense.

5. The supplier undertakes to maintain the strictest confidence for all illustrations, drawings, calculations and other documents and information he receives. These may only be disclosed to third parties with our express permission. This non-disclosure undertaking also applies after this contract has been completed; it lapses when and to the extent that the production knowledge contained in the images, drawings, calculations and other documents has become general knowledge.

6. In the event of termination of the contract, we shall be entitled to demand the return of material and tools belonging to us. The supplier shall be bound to return the material and tools immediately and, in this respect, renounces all rights of retention. We or third parties commissioned by us to collect the materials and tools shall be entitled to enter the premises of the supplier for the purpose of collecting the material and tools. The supplier shall not refuse access for this purpose.

§10 – Origin of goods and preference

1. The supplier undertakes to issue all commercial and other documents that are necessary under the currently valid legal provisions for import to Germany, and to include these with the goods.

2. When goods are delivered, a valid supplier's declaration pursuant to Council Regulation EC 1207/2001 must be presented to our customs department with the first consignment. Reference to the goods is indicated by the HellermannTyton article number on the supplier's declaration.

3. Subsequently, a long-term supplier's declaration valid for the following year is to be sent unsolicited and at no charge to us at the end of the year.

4. Should it not be possible to prepare a supplier's declaration, a declaration of origin shall be enclosed with the goods.

5. The supplier is responsible for the correctness and completeness of the supplier's declaration. The supplier shall accept full liability for any incorrectly completed supplier's declarations and any claims from our customers that may result from such declarations. HellermannTyton GmbH shall examine the correctness of a supplier's declaration on a random basis using the information sheet INF 4.

6. No fundamental alteration of the purchased goods in terms of quality, tariff number, country of origin and preference characteristic is permitted.

§11 Use of critical substances

The conditions of purchase in terms of legal substances prohibitory regulations and legal obligations to notify concerning the use of critical substances have to be observed. The up to date version can be downloaded: <http://www.hellermanntyton.de/downloads>

§12 – Data protection

According to section 33 of the Bundesdatenschutzgesetz (BDSchG – Federal Data Protection Act), the supplier will be informed of the fact that we will save his data. Data will be processed in line with the Federal Data Protection Act.

§13 – Legal venue – Applicable law

1. To the extent that the supplier is a merchant, legal entity under public law or a public-law special fund, the place of venue is our registered office; however we are entitled to file suit against the supplier at the law courts at his place of domicile.

2. German law applies exclusively to all legal relationships with suppliers, however excluding the UN convention on the international sale of goods (CISG).

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HellermannTyton GmbH
Großer Moorweg 45, 25436 Tornesch
Internet: www.HellermannTyton.de
Tel: +49 (0) 4122 / 701-1
Fax: + 49 (0) 4122 / 701- 400
E-Mail: info@HellermannTyton.de