

General Purchasing Conditions of BATEC Sicherheitsanlagen GmbH & Co. KG.

1. General information

1.1 Any conditions of the Supplier differing from or supplementing these General Purchasing Conditions are non-binding for the Customer, even if the Customer does not reject them or if the Supplier asserts their intention to only supply at their conditions.

1.2 Order and acceptance and any changes or supplementary agreements must be made in writing to be valid. Verbal subsidiary agreements made upon conclusion of the contract are only valid if they are confirmed in writing by the Customer. This also applies to changes to the contract made following the conclusion of the contract.

1.3 Models, samples, tools, drawings and other material provided by the Customer to the Supplier in order to perform the order may not be sold, pledged, forwarded to third parties or made accessible to third parties or be used by third parties without the consent of the Customer. The same applies to objects produced with the aid of these manufacturing means, unless the Customer provides their written consent to a different use. This also applies to objects developed or further developed by the Supplier in accordance with the specifications of or with the co-operation of the Customer. The information gained during the co-operation between the Supplier and the Customer may not be forwarded to third parties.

The Customer keeps the ownership and the copyright to the provided objects. Upon completion of the order, at the Customer's special request, they are to be returned to the Customer or, at the Customer's request, to be safely stored for a temporary period of time.

1.4 By means of information provided in test certificates or similar certificates or approvals requested by the Customer, the Supplier guarantees these characteristics.

2. Offers, orders and conclusion of the contract

2.1 Offers provided by the Supplier are to be provided free or charge and without any obligation for the Customer. Only written, correctly signed orders featuring the order number require the subsequent written confirmation of the Customer to be effective.

2.2 The contract comes into being if the Supplier confirms the order in writing promptly, within 14 days of its receipt at the latest, however. Upon expiry of this period, the Customer is no longer bound to their order.

If the Customer and the Supplier were not able to agree on essential components of the contract, e.g. individual clauses of the General Terms and Conditions and if the customer accepts the deliveries, including unconditionally, the statutory provisions apply.

3. Price and payment

3.1 Invoices are to be submitted separately for each order following delivery, indicating the VAT and including the order number as well as the VAT ID number. The Supplier must request in writing in good time all agreed advance payments, instalments and part payments, identifying them as such.

3.2 The agreed prices are fixed prices. Unless otherwise agreed, the prices for deliveries apply "free on truck or rail". Return of the packaging – carriage prepaid for the Customer – is only permitted if this has been separately agreed in writing.

3.3 The Customer can choose to pay in cash, cheque, promissory note or bill of exchange with a term of up to three months. If paying by means of promissory notes or bills of exchange, the Customer only receives the discount at the conditions realised on the day of the transfer of the bill of exchange.

3.4 The Customer pays in cash or by cheque

- a) Within 8 days: 3% discount
- b) Within 14 days: 2% discount
- c) Within 30 days: net amount.

The term for the option for receiving discount commences with the actual receipt of the delivery and of a correctly issued invoice for the order.

3.5 All payments are made under the caveat of the correctness of the invoices and of the contractual conformity of the outstanding payments. Defects to the delivery entitle the Customer to retain due payments.

3.6 The Customer is to make payments to the Supplier only.

3.7 The Customer may off-set their claims vis à vis the Supplier at any time. The off-set agreement extends to the account in the case of mutual accounts.

3.8 If the Customer does not comply with the payment terms in accordance with No. 4, following the sending of a reminder note and the unsuccessful expiry of the deadline for payment, they are obliged to pay the statutory interest on arrears, maximum 8% however. Further claims by the Supplier are excluded.

4. Delivery time

4.1 The agreed delivery dates are binding. If the Supplier realises that they won't be able to comply with the agreed dates, they must promptly inform the Customer in writing, providing the reasons and the anticipated length of the delay, without being released from the duty of punctual delivery.

4.2 If the Supplier exceeds the agreed delivery dates, after issuing a reminder, the Customer can decide to withdraw from the contract or to demand compensation for damages due to the delayed delivery or to have the delivery performed by a third party to be charged to the Supplier, off-setting the contractual price. The unconditional acceptance of goods delivered late does not mean that the Customer waives their rights to claim compensation for damages.

4.3 Any goods delivered early without the consent of the Customer can be returned or stored, the costs of which are to be borne by the Supplier. In the event of the return of the goods, the Supplier has to make a new delivery on the agreed date.

5. Dispatch and acceptance

5.1 The Customer can specify the transport route, means of transport and place of destination. If the Customer does not issue such instructions, the goods are to be

sent to the Customer's address indicated in the order and the most economical type of transport is to be chosen.

5.2 The risk of loss and of the worsening of the goods is only transferred to the Customer upon taking direct possession of the goods by the Customer.

5.3 All deliveries are to be accompanied by a delivery note. The complete order number, order date and parts description of the Customer are to be provided on delivery notes, dispatch notes, consignment notes, package labels, etc. and in correspondence.

5.4 By dispatching and transferring the goods, the Supplier acknowledges and ensures that the delivered goods comply with the latest general, acknowledged technical, safety-relevant and occupational health regulations as well as regulations pertaining to health and safety at work, the prevention of accidents and immision control, and that the respective valid laws, regulations, directives and data sheets issued by the EU, the national legislator, by the competent supervisory authorities, trade associations, professional bodies and technical supervisory associations have been observed. The protective devices required according to the regulations pertaining to the prevention of accidents are to be supplied by the Customer. Compliance with the CE Directive and, in the event of electrical devices, the VDE regulations, is to be guaranteed by the Supplier.

5.5 The findings made during the incoming goods inspection by the Customer are binding for the number of pieces, measurements, weight and other delivery information or characteristics.

5.6 The unconditional acceptance of the delivered or handed-over goods does not mean that the Customer waives their rights to assert guarantee claims, compensation for defects or claims for damages.

The Customer is not obliged to accept over-deliveries or additional services they have not ordered, defective or incorrect goods or non-agreed partial deliveries or services.

6. Liability for defects

6.1 The requirements of the obligation to timely inspect and give notice of defects of the Customer in the presence of material defects and discrepancies in quantities are also waived in the case of insignificant deviations or recognisable defects. The Supplier waives the objection of belated notice of defects.

6.2 In addition to the liability for material goods, the Supplier is also liable for ensuring that the delivery or the use of the goods does not violate the rights of third parties, especially industrial property rights, and that assurances are complied with.

6.3 If the goods are defective or if they are lacking the guaranteed characteristics upon the passage of risk, or if a different quantity to the ordered quantity of goods be delivered, the Customer is entitled to assert the legal claims of their choice. The costs of the remediation of defects or a replacement or new delivery and the return delivery including all incidental costs, e.g. transportation and assembly costs, are borne by the Supplier.

If third parties assert claims for compensation against the Customer due to defective or incorrect goods or deviating qualities delivered, the Customer is entitled to claim compensation from the Supplier for the ensuing damage. This obligation to pay compensation by the Supplier does not apply if they can furnish evidence that they are not responsible for the defects or deviations.

6.4 If the Supplier does not comply with their guarantee obligations and claims for defects following the issuing of a reminder including the setting of a deadline, the Customer can procure a substitute at the Supplier's expense or rectify the defect themselves or have the defect rectified by a third party. If the Supplier fails to provide a new or replacement delivery within the deadline, or a remediation of defects or if the remediation of defects fails, the Customer is entitled to assert the legal claims of their choice. Additionally, the Customer can request compensation for damages, including consequential harm caused by a defect or accompanying damage caused due to the lack of or the failure of the rectification of a defect, new or replacement delivery.

6.5 If, in the case of a partial delivery contract, deliveries to the Customer be repeatedly defective or not in accordance with the contract, the Customer is entitled to withdraw from the contract in full or to assert claims for damages due to non-performance of the contract.

7. Compensation for damages

Claims for damages by the Supplier, including due to accompanying or consequential damage, are excluded. This does not apply to intent, gross negligence or the violation of essential contractual obligations. Furthermore, the compulsory statutory liability for damage arising from injury to life, from physical injury or damage to health remains unaffected by the reason or the amount.

8. Miscellaneous

8.1 Place of performance for all contractual obligations in the place to which the goods are to be delivered in line with the agreement.

8.2 If the Supplier is a businessman, the place of jurisdiction is determined by our headquarters, including for transactions made by cheques and bills of exchange. However, the Customer is entitled to appoint any legally competent court. The same place of jurisdiction applies if the Supplier does not have a general place of jurisdiction in the Federal Republic of Germany at the time of the start of a judicial procedure. However, the Customer is entitled to appoint any legally competent court.

8.3 German law applies. The application of the United Nations' Convention from 11 April 1980 on contracts for the international sale of goods is excluded.

8.4 To be effective, any transfer of rights and obligations from the contract requires the prior written consent of the Customer.

8.5 If one or several provisions of these conditions is ineffective or becomes ineffective, the effectiveness of the other provisions is not affected by this.