

**ROVEMA GmbH**

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## Purchasing Terms and Conditions (AEB) of ROVEMA GmbH

For our order, only these Purchasing Terms and Conditions shall apply.

### 1. Validity

- (1) These purchasing terms and conditions shall have sole validity. We shall not accept deviating or contradictory conditions, unless we have expressly agreed to them in writing.
- (2) These purchasing terms and conditions shall also apply to all future business between the parties and also when we accept the good without reservation, even if we are aware of deviating or contradictory conditions.
- (3) These purchasing terms and conditions shall only apply to companies, legal persons according to public law or public separate estates in the sense of § 310 Para. 1 of the German Civil Code.

### 2. Contractual completion

- (1) The contract shall be commenced through our order if the supplier does not, within one week of the arrival of the order, contradict it in writing or submit a counter-offer. Of key importance for the timeliness shall be the arrival of the contradiction of counter-offer at our premises.
- (2) Subsequent changes or supplements to completed contracts must be made in writing to be valid.

### 3. Scope and content of the delivery obligation

- (1) The scope of the obligations of the Supplier shall result from the specifications and performance descriptions supplied on contractual completion. If they are not indicated in concrete terms, the details in the Supplier's offers and brochures shall apply.
- (2) All the deliveries must correspond to the appropriate current DIN and/or VDE standards, as well as the other industry-standard and EU standards, if nothing else is expressly agreed. Deviating agreements must be made in writing.

### 4. Prices, payment

- (1) The prices shall be understood as carriage free, including the appropriate statutory VAT and the costs for packaging, unless otherwise expressly agreed.
- (2) The purchase price shall be - subject to any deviating agreement - payable within 14 days of delivery and proper invoicing with 3% discount or net within 45 days of delivery and proper invoicing.

### 5. Offsetting, retention

Rights to offset and of retention shall be available to us in the full legal scope.

**Geschäftsführung:**  
Peter Baumgartner, Vorsitzender der Geschäftsführung  
Ralf Buch

Handelsreg.-Eintrag: Amtsger. Gießen, HRB 8551  
Umsatzsteuer-Identifikationsnummer: DE 301 430 123  
Steuer Nummer: 020 225 66809

**Bankverbindungen:**  
Bayerische Landesbank  
Oldenburgische Landesbank AG  
COMMERZBANK  
NORD/LB

SWIFT- BIC: BYLADEMXXX  
SWIFT- BIC: OLBODEH2XXX  
SWIFT- BIC: COBADEFFXXX  
SWIFT- BIC: NOLADE2HXXX

IBAN: DE02700500000004501366  
IBAN: DE93280200504604448300  
IBAN: DE12513400130201287000  
IBAN: DE67250500000152049201

## **6. Delivery time, contractual penalty**

- (1) All the delivery dates named in the order or otherwise agreed shall be binding.
- (2) The Supplier shall be obliged to inform us immediately of any possible or occurring non-compliance with a delivery date, its causes and the likely length of the delay. This shall not affect the occurrence of a delivery delay.
- (3) Acts of God, workplace disagreements (without illegal lock-outs), operational faults for which we are not responsible, disturbances, legal measures and other unavoidable events in our sphere shall authorise us - irrespective of other rights - to withdraw from the contract, either in whole or in part, providing that they are not of negligible length or only cause a negligible reduction of our requirements.
- (4) All our statutory rights shall remain intact in cases of delivery delays.
- (5) Irrespective of this, we shall - conditional to a deviating agreement on contractual completion - be authorised to demand a contractual penalty from the Supplier from the time delivery delay commences of 0.5 % for each started week up to a maximum of 5 % of the total order value of the delivery (net). This shall not affect claims for further damages. Should we, on accepting a delayed service, not expressly reserve the right to claim for the agreed contractual penalty, then it shall be possible to claim the incurred contractual penalty within an exclusion period of 10 working days after acceptance.

## **7. Transfer of risk, shipment.**

The risk of possible decay or detriment of the good shall be transferred to us with the correct and complete delivery at the named destination.

## **8. Duty to inspection and objection, liability for faults**

- (1) The acceptance of the good by us shall occur subject to the investigation, particularly for a lack of faults and for completeness. The investigation shall take place using the delivery note and shall be limited to the determination of clear faults. We shall investigate all the deliveries, as soon as this is possible according to proper business operations, and shall indicate any detected faults to the supplier in writing and immediately or, at the latest, within 10 working days of the delivery to the agreed delivery address. The timely sending of the indication shall be of primary importance for the setting of the time period. Any faults appearing later shall be immediately indicated to the supplier in writing and immediately or, at the latest, within 10 working days of discovery. In this situation, the Supplier shall not make any claims for the costs of a late notice of defects. In the case of goods' shipments made up of a wide range of identical goods, we shall investigate only 3 % of the delivered goods for faults.
- (2) Statutory guarantee rights shall be available to us in full measure. In particular, we shall be authorised, at our discretion, to demand the elimination of the defect or a delivery for a fault-free item or damages.
- (3) In the case of imminent danger, we shall be authorised to eliminate the defect ourselves after appropriate indication and at the Supplier's expense.
- (4) Claims due to object defects shall terminate 36 months after the transfer of risk.
- (5) Acceptance of the good, as well as the processing, payment and reordering of such goods not recognised as faulty or complained about, shall not represent an approval of the delivery and, in particular, no waiving of claims by us.

## **9. Product liability, insurance**

- (1) The Supplier shall be obliged to release us from any liability against third parties and the claims of third parties resulting from the manufacture, delivery, storage or use of the delivered good, on first request. The release obligation shall not apply if the claim is based on grossly negligent or intentional infringement of obligations by us.

- (2) During the period of this contract, the Supplier shall always be obliged to maintain product liability insurance with an appropriate minimum coverage (at least EUR 2,500,000.00 for each liability case) and provide us with proof. Insurance protection shall also be maintained after complete fulfillment of mutual contractual obligations for the period of 10 years after bringing the processed delivery objects are brought into circulation by us. The Supplier shall hereby release us from any claims from the insurance, together with all the ancillary rights. We accept this conveyance. Should, according to the appropriate insurance contract, a conveyance not be permitted, then the Supplier shall hereby indicate to the insurance company in an irrevocable manner that any payments should be made to us. Any additional claims for damages shall not be affected by this.
- (3) If not otherwise agreed, the Supplier shall be obliged to label their delivery objects in such a way that they can be permanently recognised as their products.

#### **10. Protection rights of third parties**

- (1) The Supplier shall be liable that neither the good they deliver nor its onward delivery, processing or use by us infringes the protection rights of third parties, in particular registered designs, patents or licenses.
- (2) The Supplier shall release us and our customers from claims by third parties for any infringements of protection rights and shall carry all the costs incurred in this context. This shall also apply to the costs for legal defence.
- (3) If protection rights of third parties stand in the way, the Supplier shall, at their own expense, obtain the authorisation or approval for us for the onward delivery, processing and use of the delivery object from the authorised party.

#### **11. Legal imperfection in title**

- (1) The Seller shall guarantee that the good is not delivered subject to the rights of third parties and that the delivery does not infringe the rights of third parties. In this regard, the Seller shall release us from any claims by third parties on first request.
- (2) Claims from legal imperfection in title shall be terminated according to the above item 8 (4).

#### **12. Provision of material; models and tools**

- (1) Material provided by us shall remain our property and shall be stored by the Supplier at no cost and with proper commercial care and attention, separate from their own items, and it shall be labelled as our property. It shall only be used for the execution of the contract.
- (2) Should the Supplier process the material provided by us or reassemble it, then this activity shall only be on our behalf. We shall immediately become the owner of the newly-created object.
- (3) Models and tools, specifically created by the Supplier for the fulfillment of obligations to us, shall be transferred to our unlimited property on payment for the objects we ordered. The Supplier shall only use the models and tools for the production of the goods ordered by us. In addition, the Supplier shall insure the models and tools produced for the manufacture of the objects ordered by us at the new value and at their own expense against fire, water and theft.

#### **13. Confidentiality**

- (1) The contractual partners shall be obliged to maintain strict confidentiality for all information resulting from the joint co-operation and only to use it for the purposes of the contract. The obligation to confidentiality shall also apply after the expiry of the contract. It shall only become null and void when and if the

production knowledge contained in the transferred images, drawings, calculations and other documents becomes generally known.

- (2) In addition, a special confidentiality agreement between the parties shall apply if convened.
- (3) We shall reserve the property rights and copyright to all diagrams, drawings, calculations and other documents provided by us. They shall not be made available to third parties without our express, written permission. They shall only be used for production resulting from the order. After the order has been processed, they shall be returned without the need for a request.

#### **14. Data protection**

We shall be authorised to process the data received with regard to the business relationships or in connection with them via the Supplier in the context of the EU General Data Protection Regulations (GDPR).

#### **15. Import and export conditions, customs**

- (1) The Supplier shall be obliged to inform us about any approval obligations for (re-)exports of their goods according to German, European, American or other export and customs' regulations, as well as the export and customs' regulations of the country of origin of their goods in their business documents. They shall provide us with all the relevant information in writing.
- (2) In the case of deliveries and services coming from an EU country which is not Germany, the EU VAT ID number of the Supplier shall be stated.
- (3) Imported goods shall be delivered with the customs' duties paid. The Supplier shall be obliged to provide all the required declarations and information within the scope of valid regulations and at their own expense, to approve investigations by the customs' authorities and to provide the necessary official confirmations.

#### **16. Other**

- (1) The Supplier may not pass on the order or key parts of the order to a third party without our prior written approval.
- (2) This contract shall be subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) The place of delivery shall be Fernwald (Germany). The sole place of jurisdiction for all disagreements resulting from or in connection with this contract shall be Giessen.