

# Terms and Conditions of Purchase of Geiger Maximizing Net-Solutions GmbH, Irschenberg

## 1. Validity of the Terms

- a) These Terms and Conditions of Purchase shall apply to these and all future orders, even if these Conditions are not specifically referred to in individual cases.
- b) Deviating conditions of the supplier or contractor are not recognized by us and are not valid even if they are no longer expressly contradicted by us. Only under this condition does our Order as placed.
- c) Insofar as other than these conditions are agreed upon by mutual agreement for the individual case, they are only effective if they have been confirmed or agreed in writing.
- d) In the event of cancellation or legal invalidity of individual parts of these terms and conditions, the remaining parts of these terms and conditions of purchase shall remain binding.
- e) By executing the order, the supplier as contractor declares himself with agrees to these Terms.

## 2. Issuing and ordering

- a) In case of doubt, only orders placed in writing and duly signed are valid.
- b) Verbal and telephone agreements as well as ancillary agreements are only binding by written confirmation.

## 3. Order acceptance

- a) Each order must be confirmed to us immediately, stating the order number, the binding delivery time and the price.
- b) Should the supplier or contractor refuse to accept the order placed by us, this must be declared within one week from the day of the order letter, otherwise the order shall be deemed tacitly accepted.
- c) We are entitled to withdraw orders not confirmed in writing at any time!

## 4. Delivery, delivery times and shipping

- a) The supplier must immediately notify delays in delivery, stating the reasons and the presumed duration of the delay, as soon as he must expect the agreed delivery periods to be exceeded in whole or in part.
- b) If the promised delivery times are not adhered to, we are entitled, without prejudice to further statutory claims, to withdraw from the order at our discretion without setting a grace period, or to demand compensation for non-performance, or to procure compensation from a third party. All additional costs incurred by delayed delivery or service shall be reimbursed to us by the contractor.
- c) The acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.
- d) Events of force majeure and operational disruptions, regardless of their nature and causes, as well as other unforeseen events that make acceptance more difficult or impossible for us, in particular fluctuations in sales and order cancellations that occur at our premises, give us the right to postpone the acceptance periods or to cancel the orders in whole or in part. In these cases, the supplier or contractor is not entitled to a claim for damages. Deferred goods may not be invoiced before the subsequent actual delivery.
- e) Excess or short deliveries of any scope are only permitted if this has been expressly agreed upon when determining the order quantity.
- f) For all deliveries by rail, post and motor vehicle, the dispatch is to be addressed to the address of our company, unless otherwise stipulated. Postal code for postal items is 83737.
- g) Unless otherwise agreed, all shipments must be made carriage paid. If the price is agreed ex works of the supplier, the pure rail freight will be remunerated retrospectively, but not the other expenses and rolling fees incurred up to the delivery station. In the case of pricing ex place of dispatch, unless otherwise agreed, the most cost-effective mode of transport must be chosen.
- h) The delivery shall only be deemed to have been fulfilled when the goods have been received by the receiving point. Until this time, the supplier shall bear the risk of carriage in all cases.
- i) If the agreed delivery periods are exceeded for reasons other than in cases of force majeure, we are entitled, without prejudice to 4 b), to deduct compensation of 1/5 per cent of the purchase price for each working day of exceeding the deadline. The supplier is permitted to prove that damage or a reduction in value has not occurred at all or is significantly lower.

## 5. Delivery note and shipping notice

- a) Each total or partial delivery intended for us must be accompanied by a detailed delivery note or packing slip in a single copy, which must contain our detailed order details including order number and order number.
- b) Each shipment to other recipients designated by us must be accompanied by the delivery note in duplicate, with the request that the recipient wishes to confirm receipt by sending us a signed copy of the delivery note in electronic form to [auftragsabwicklung@geiger-solutions.com](mailto:auftragsabwicklung@geiger-solutions.com).
- c) If sent to other recipients, a copy of the delivery note must be sent to us separately in electronic form to [auftragsabwicklung@geiger-solutions.com](mailto:auftragsabwicklung@geiger-solutions.com) on the day of dispatch of the delivery.

## 6. Pricing, freight, packaging

- a) Unless expressly agreed otherwise, all agreed prices are free of charge, including all ancillary costs such as packaging, transport insurance, customs, etc.
- b) A change of the agreed prices is only possible if it is communicated in writing before delivery and approved by us.

- c) Insofar as the prices have exceptionally been agreed "excluding packaging", packaging must be charged at cost price and the return must be credited at the full calculated value.

## 7. Invoicing

- a) A special invoice must be issued for each delivery, including partial delivery, which must not be attached to the delivery, but separately promptly and electronically to [invoice@geiger-solutions.com](mailto:invoice@geiger-solutions.com) is to be transmitted.
- b) The invoice is requested in a single copy and must correspond exactly to the names in our order and contain the order number, order date and identification letters.

## 8. Payment

- a) The invoices are settled after correct findings of the delivery, calculated from receipt of the goods within 14 days with deduction of 3% discount, or 30 days with deduction of 2% discount, or 90 days purely net.
- b) We reserve the right to pay without special notification also by changing customers or self-acceptances.
- c) Complaints about deliveries entitle us to withhold due payments. Payments shall only be made to the supplier or contractor or to its bank or postal current accounts. An assignment of the claim without our consent is not permitted.

## 9. Warranty

- a) The supplier assumes the warranty for defects of title and material defects in accordance with the statutory provisions. In particular, he warrants that the deliveries or services comply with the regulations and agreements with regard to material, construction, execution and properties. The notice period for obvious defects is two weeks, for hidden defects two weeks from discovery.
- b) The supplier shall be liable for ensuring that the applicable statutory and other provisions as well as other official orders relating to the ordered goods and services as well as their quality are complied with. This applies in particular to any price determinations, manufacturing and labelling regulations as well as any existing industrial property rights.
- c) At our discretion, we can claim the elimination of detected defects, delivery of free and flawless replacement goods, discount or credit note at the full invoice value, including any costs incurred for freight, etc. We are also entitled to take the measures necessary to remedy the defects ourselves at the expense of the supplier or contractor; in this case, the costs will be determined by us in a binding manner.
- d) Hidden errors, i.e. in particular errors that only occur during the treatment or Processing, entitle us, in addition to replacement of the goods, to demand compensation for all costs incurred in the process, such as wages incurred, etc.
- e) In urgent cases, or if the supplier is in default with his obligations under the warranty, we are entitled to procure another replacement at the expense of the supplier.
- f) Certain reject quotas that do not lead to a notification of defects will only be recognized if they have been expressly recognized in terms of type and scope when the order is placed.
- g) In addition to the replacement of defective goods, the supplier is also liable for the costs, expenses and damages incurred by us or third parties, in particular also in devices or systems of our customers.
- h) Insofar as the supplier is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties on first request to the extent that the cause is set in his sphere of control and organization and he himself is liable in the external relationship. As part of its liability for:  
In the event of damage in the aforementioned sense, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB resulting from or in connection with a recall campaign. About the content and scope of the recall measures to be carried out, we will inform the Inform suppliers – as far as possible and reasonable – and give them the opportunity to Debates of the European Parliament Other statutory claims remain unaffected. The Supplier undertakes to maintain product liability insurance with a sum insured of 10 million per personal injury/property damage – on a flat-rate basis; if we are entitled to further claims for damages, these shall remain unaffected.

## 10. Means of production

- a) Models, tools, drawings and other documents that we make available to the supplier for the execution of our order remain our property and must be returned to us unsolicited after completion of the order in usable condition.
- b) These as well as special tools that the supplier or contractor manufactures himself may neither be made accessible to third parties nor used for them.
- c) Tools, devices and other means of production that have been manufactured by the supplier at our expense or with a significant share of our costs shall, unless an amortization of the calculated costs been agreed, become our property and must also be returned to us immediately after completion of our order.

## 11. Place of performance and jurisdiction

- a) The place of performance for the ordered deliveries of goods is exclusively Irschenberg.
- b) The exclusive local place of jurisdiction for all legal disputes is the courts responsible for Irschenberg. However, we are entitled to bring an action against the supplier or contractor at his general place of jurisdiction.