

## **General Terms and Conditions of Purchase Stoll Energiesysteme GmbH**

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### **§ 1 Area of application – subject-matter of the agreement**

1) Our General Terms and Conditions of Purchase apply to the purchase of goods, work performances and services according to the agreement concluded between us and the supplier.  
2) Our General Terms and Conditions of Purchase apply exclusively. We only recognise conflicting or deviating terms and conditions of the supplier compared to our General Terms and Conditions of Purchase if we agreed to their application explicitly in writing. Our General Terms and Conditions of Purchase also apply if we accept the performance without any reservation while knowing about conflicting or deviating terms and conditions of the supplier compared to our General Terms and Conditions. 3) Our General Terms and Conditions of Purchase only apply to companies, corporate bodies under public law or public special assets.

### **§ 2 Orders require the written form**

Only written orders on our order form are valid. Oral agreements made until the conclusion of the contract require our written confirmation in order to be valid. A written order confirmation shall be sent to us within 2 working days. If the supplier does not accept the order in writing within one week, we are entitled to cancel the order.

### **§ 3 Prices and terms of payment**

1) The price indicated in our order is binding. Unless otherwise agreed, this price includes delivery "free domicile" as well as packaging, green tax in the case of fuel surcharges, toll and legal value-added tax. 2) Unless otherwise agreed in writing, we shall pay the net amount within 30 days from receipt of the invoice. Cash discounts granted shall always be discounted for 14 days from receipt of the invoice on any advance payments, instalments and final payments.

### **§ 4 Delivery, delivery period and defects**

1) The delivery period indicated by us is binding. 2) The supplier is obligated to inform us immediately in writing if they cannot comply with the agreed delivery date and/or wish to deliver in advance. Our rights arising from delayed performance remain unaffected by this obligation to inform. 3) If the supplier defaults regarding the delivery, they shall pay a contractual penalty in the amount of 0.1% of the order sum for each delayed working day but 5% of the order sum at the most. The assertion of legal claims arising from delayed performance remains unaffected. 4) Only our inspections at the time of acceptance of the goods are decisive for the question whether scope and content of the delivery corresponds to our order. 5) We shall assert any claims regarding the scope, type and quality of the delivery vis-à-vis the vendor in writing within 10 days from receipt of delivery. 6) In the case of defective goods, we may request a supplementary performance or the rectification of defects. If the measure selected does not lead to the defect being rectified, we may terminate the agreement or claim damages. 7) In the case of special needs, we may rectify the defect ourselves at the supplier's costs.

### **§ 5 Termination of the agreement**

If interruptions of production or delivery on our side are based on unavoidable events, such as industrial disputes, we are entitled to terminate the agreement.

### **§ 6 The supplier's liability for defects**

1) We are entitled to legal rights to claim damages for defects to their full extent. We are in particular entitled to claim rectification of defects or delivery of a new delivery item from the supplier at our discretion. We explicitly retain the right to assert our right to damages, even damages instead of performance, for each degree of fault to the full extent according to the legal provisions. 2) The deadlines for the limitation of warranty claims according to § 438 BGB. If the delivery item is used within the scope of a larger system, the warranty period begins with commissioning this system by us or our customers. Otherwise, it begins with the transfer of perils.

### **§ 7 The supplier's liability for damage**

1) The supplier is liable for any damage caused by them or their vicarious agents to the full extent and for any degree of fault according to the legal provisions. 2) The risk for transport damage shall be borne by the supplier.

### **§ 8 Product liability**

If customers or third parties file a claim against us on product liability, the supplier is obligated to indemnify us from the asserted claims if and insofar as the damage on which the claim is based results from a fault of the item delivered by the supplier.

### **§ 9 Formal requirements for declarations**

Material declarations and notifications to be made by the supplier vis-à-vis us or a third party require the written form.

### **§ 10 Property rights**

The supplier warrants that no third-party property rights are infringed in connection with the item delivered by them. If the rights specified above are infringed and if third parties file a claim against us based on this infringement, the supplier undertakes to indemnify us from any claims and to bear any expenses arising in connection with the claim.

### **§ 11 Confidentiality**

The supplier undertakes to keep secret any data, plans, information and trade secrets disclosed to them in connection with the delivery and to also swear any person mandated by them to secrecy.

### **§ 12 Place of performance – choice of law – place of jurisdiction**

1) Unless otherwise indicated in the agreement, the place of performance and payment is Martinszell, Germany. 2) The laws of the Federal Republic of Germany apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. 3) The exclusive place of jurisdiction is the competent court of Martinszell, Germany.

### **§ 13 Severability Clause**

If a provision of these conditions for purchase and delivery should be or become invalid or void, the Contractor and the Client agree that the invalidity or nullity does not affect the remaining provisions and the existence of the contractual relationship.

Date: 04/2016