

General Terms and Conditions (GTC) of Brückner-Werke KG for Purchasing

1. Field of Application

For all our orders the following purchase terms are exclusively valid. Contrary conditions from the supplier are not legally valid, even without our explicit objection. Effected deliveries are considered as an agreement with our purchase terms. The receipt of deliveries is exclusively carried out according to our conditions. Indications by the supplier concerning his own terms and conditions - especially his terms of delivery - are hereby expressly contradicted. In case of ongoing transactions, you do not obligate us for individual cases where we do not expressly object to the conditions of the supplier.

Additional agreements or modifications of particular clauses require our explicit confirmation in writing.

2. Placing an order

Orders are only binding if they are issued by us in writing (by fax or e-mail). Verbally placed orders are not valid before they are confirmed in writing (by fax or e-mail). Amendments or subsequent modifications of an order require a written confirmation (by fax or e-mail).

3. Order confirmation

Our orders are taken as accepted even without a confirmation, if the recipient does not object to the order within 48 hours (2 working days) after receipt. A divergent confirmation from the order is invalid as long as it is not explicitly approved by us in writing.

The quantities stated in the orders are to be extended or reduced by more than 5% only with our prior agreement.

4. Delivery date/delay in delivery

The delivery time for partial quantities as stated in the order or as additionally agreed for call-off, is binding. Non-observance of this delivery time entitles us – without granting a delay – to request the delivery according to our choice and/or to withdraw from the contract as well as to claim compensation for a delayed or not-fulfilled delivery.

The supplier is obliged to inform us immediately in writing if circumstances arise or if it becomes recognisable to him that the agreed delivery date can not be met.

If the supplier comes in default of delivery, we shall be entitled to demand a lump-sum delay damage amounting to 1% of the value of the goods per completed calendar week, but not more than 5% in total. We are entitled in full to further statutory claims.

If the seller realises that he cannot fulfil his contractual duty completely, whether partly or time-wise, he has to inform us immediately in writing, stating the reasons. Our rights appearing in article 1 are not affected by this.

5. Insolvency/Non-payment

If a petition for insolvency of bankruptcy proceedings is filed about the seller's assets, or if the seller stops payments, carries out settlement out of court, or if a considerable deterioration to his financial circumstances occurs, we have the right to withdraw the contract by a written declaration from our side without deriving any rights against us.

6. Prices

The quoted prices are fixed prices (net merchandise value without VAT), package inclusive. For payments abroad, the buyer only bears the bank costs incurred in the Federal Republic of Germany.

7. Transfer of risk

Unless otherwise agreed in writing, the delivery shall be made "free to destination" as according to our specifications. All goods delivered to us are on seller's account and risk until they have reached the place of contract. The seller has to insure all goods sufficiently against all transport risks.

8. Indemnity

The seller does exempt us from all claims raised against us on the basis of liability laws for products or any other legal principles and are caused by a damaged product which we have obtained from the seller and put onto the market. Furthermore, he covers all damages which are caused through these kinds of defected products.

9. Invoice and payment

After dispatch of goods invoices have to be sent directly by mail or e-mail to the customer's address-and must contain the following specifications: The following data has to be indicated: number of the order, wagon/lorry/container or package, type of packing, weight, etc. VAT is to be indicated separately. Every order is to be invoiced separately. The payment of the invoiced amount has to be made according to the agreed conditions. If the payment is being delayed due to an attitude or an event not caused by us, the right of deducting a discount remains entirely with us.

Unless otherwise agreed in writing, we pay the purchase price within 14 days from the date of delivery and receipt of invoice with a 3% discount or after 30 days net.

10. Complaint

The obligation to inspect the delivered goods shall rest with us only after the goods have been received in one of our plants. If we indicate a defect within 10 days from the date on, the complaint is to be taken as immediately shown.

If defects are discovered after this time, which could not have been discovered even by a proper evaluation, such period does not apply.

However, the period of 10 days is not valid for hidden defects. The complaint is still valid if it reaches our supplier in writing within one week after the defect has been detected by us.

The incoming goods inspection includes open defects, transport damages, quantity issues. We reserve the right to further check incoming goods. Any defects found are reported according to the conditions of the proper course of business.

The contractor waives the objection of the late notice of defect in this respect.

11. Food law

The seller shall guarantee that the goods delivered by him, including their packaging, comply with the regulations which are currently applicable in Germany and the EU.

The seller shall present to the buyer on the latter's request any and all corresponding test certificates and/or documents evidencing the compliance with the above regulations.

This also applies to the purchase of pure packaging material, equipment and plant components.

The seller shall guarantee that the goods delivered by him can be traced in a continuous and uninterrupted manner pursuant to the currently valid statutory regulations, in particular Regulation (EC) no. 178/2002, and any and all future regulations.

12. Property rights of third parties

The services rendered and their use by us may not affect the rights of third parties. The contractor exempts us from all claims arising from the use of such property rights, provided that he is responsible for their violation.

13. Product liability

The supplier is obliged to take out sufficient operating and product liability insurance for the contract period and for the delivery date and to submit it to us upon request.

If the supplier is responsible for any product damage, he is obliged to indemnify us against claims for damages by third parties upon first request.

The supplier is obliged to reimburse all expenses resulting from damage - in particular product recalls, additional expenses, etc.

14. Subcontractors

Subcontractors may only be turned on if we have been notified in writing in advance and we have consequently agreed to this in writing. The supplier must make sure to impose all obligations he has made on us also to the subcontractor and to monitor its compliance.

15. Reservation of Proprietary Rights

Retention of title will only be accepted until settlement of the relevant invoice for the delivery in question. An extended retention of title is excluded even without our express objection.

16. Place of performance and competent court

German law shall apply for all business relationships between seller and purchaser. The provisions of UN purchasing law shall not apply.

The place of jurisdiction for all disputes of any kind shall be Hamburg. Brückner-Werke KG shall furthermore be entitled to bring suit at the location of the supplier.

17. Final clause

Should a provision of these terms of business or a provision of other agreements be or become invalid, this does not affect the validity of any other provisions or agreements. The contracting parties agree to replace the invalid provisions with valid ones most closely approximating to the intended purposes of the provisions.