



General Terms and Conditions of Purchase

ADE-WERK GmbH Antriebs-und Hebetechnik (in the following referred to as "ADE")

1. Area of Applicability

1.1 Any delivery of goods and services to us shall be subject to the General Terms and Conditions of Purchase set forth herein unless expressly agreed otherwise.
1.2 General terms and conditions of the supplier that are inconsistent with ours shall be valid only with our explicit written approval.

2. Quotations / Orders

2.1 All quotations are free of charge for ADE

2.2 Our orders and any changes and additions to the orders must be made in writing or in text format.

2.3 We are entitled to cancel our order free of charge if you do not confirm our order in unmodified form within 8 (eight) working days of receipt.

3. Time Limits and Consequences of Failure to Comply with the Time Limits

3.1 Agreed time limits for deliveries of goods and services shall be binding. If delays are expected or occur, you shall immediately notify us in writing.

3.2 If you fail to deliver or perform within the grace period set by us, we shall be entitled to refuse to accept the contract, to rescind the contract or demand compensation for non-performance, without prior notice. We shall be entitled to rescind the contract even if the delay was not your fault. You shall bear any additional costs incurred by us because of your default, especially those resulting from the necessity to purchase from third parties instead.

3.3 We reserve the right to demand an agreed penalty for inappropriate performance (§ 341 BGB - German Civil Code) until the final payment.

4. Prices

The prices are fixed prices. They shall include all expenses in connection with the goods and services provided by you.

5. Handling and Delivery

5.1 You may subcontract only with our consent unless such contracts are merely for the supply of standard parts. Delivery schedules shall be binding with regard to the nature and quantity of the goods ordered and the delivery time. Partial deliveries are subject to our prior consent.

5.2 All deliveries must be accompanied by a delivery note stating our order number, the article number as well as details of the nature and quantity of the contents.

5.3 Deliveries shall generally include customary one-way transport packaging. If reusable transport packaging is used, it should be provided on loan. The return shall be at your expense and risk. If as an exception, we take over the packaging costs, these costs shall be calculated on basis of verifiable net costs.

5.4 If equipment is delivered, a technical description and instructions for use shall be included free of charge. In case of software products, the delivery obligation is met only after the complete (system and user) documentation has been delivered. In case of programs that are specifically developed for us, their source format should also be provided.

5.5 While delivering goods or providing services on our premises, you shall obey the guidelines for non-employees concerning security, environmental and fire protection currently in force.

6. Invoices, Payment

6.1 Invoices shall be presented to us by separate post in paper format (duplicate); they must state our order number and article number.

6.2 You shall be entitled to payment 60 days after receipt of the goods and your invoice, insofar as there are no other agreements. Payment shall be deemed to have taken place on the day our bank receives the transfer order.

6.3 Payments shall not be deemed as acknowledgement that the goods or service is in accordance with the contract. In the event that a goods or service is defective or incomplete, we shall be entitled, notwithstanding our other rights, to withhold a reasonable amount of payment with regards to debts based on the business relationship until the order is completely and properly fulfilled.

6.4 It is not permissible to assign your claims against us to third parties.

7. Safety, Environmental Protection

7.1 Your goods and services must comply with the statutory provisions, especially the provisions relating to safety and environmental protection, including the regulations on hazardous substances, ElektroG (German Law on Marketing, Return and environmental-friendly disposal of Electric and Electronic Equipment) and with the safety recommendations of competent German professional bodies or organisations, such as VDE, VDI, DIN. The relevant certificates, test reports and documents must be provided free of charge.

7.2 You are obliged to determine and comply with the currently applicable directives and laws for your components with regard to the restrictions on hazardous substances. You are obliged not to use banned substances. You shall specify all substances to be avoided and all dangerous substances in the specifications according to the established laws and guidelines. If applicable, you shall submit the safety data sheets (at least in German or English) with your offers and with the delivery note of the respective first delivery. In case of any evidence that your delivery has violated restrictions on substances or contained banned substances, you are obliged to inform us immediately.

7.3 With respect to deliveries and the performance of services, you alone shall be responsible for compliance with safety regulations. The necessary safety devices and manufacturer's instructions shall be supplied free of charge.

8. Import and Export Regulations, Customs

8.1 Your EU VAT identification number must be quoted for goods and services from a country within the EU (other than Germany).

8.2 Imported goods shall be delivered duty paid. You are obliged to provide at your own expense, the required declarations and information under regulation (EC) no. 1207/2001, allow checks to be performed by customs officials and furnish the requisite official letters of confirmation.

8.3 You are obliged to inform us in writing and in detail about any (re-) export license obligations pursuant to German, EU and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

9. Transfer of Risk, Acceptance, Property Rights

9.1 Irrespective of the agreed pricing, in case we take delivery without installation or assembly, the risk passes to us upon receipt at the delivery address specified by us and in the event we take delivery with installation or assembly, the risk passes to us upon successful conclusion of our acceptance. Commissioning or use shall not replace our declaration of acceptance.

9.2 Goods supplied to us shall become our property upon payment. Any extended reservation of ownership is excluded.

10. Obligation to Examine Goods and Notification of Defects, Expenses for Inspection

10.1 Incoming goods shall be examined for obvious defects. Hidden defects will be notified as soon as they are detected in the orderly course of business. You agree to waive the objection to the late notification of all defects notified within 14 days after detection.

10.2 If we return defective goods to you, we shall be entitled to debit the invoice amount plus a lump sum operating cost of 5 % of the price of the defective goods. We reserve the right to provide evidence of higher expenditure. Your right to provide evidence of lower or no expenses is reserved.

11. Warranty for Defects of Quality and Defect of Title

11.1 The supplier is liable for defective goods in accordance with legal requirements

11.2 Defective deliveries must be replaced immediately by deliveries that are free from defect, and faulty services must be repeated without faults. In the event of faulty design or structural defects, we shall be entitled to immediately assert the rights provided under section 11.3.

11.3 Our consent in written is required for the rectification of defective goods or services. You shall assume all risks during the time in which the goods or service to be delivered is not in our possession.

11.4 If you fail to remedy the defect within a reasonable period of time fixed by us, we shall be entitled at our own discretion to rescind the contract or reduce the remuneration and additionally, demand compensation of damages in each case.

11.5 The warranty period for our claims is 36 months as from transfer of risk in accordance with section 9.1.

11.6 If you have to deliver or perform in accordance with our plans, drawings or other specific demands, you expressly agree to conform to our demands. If the delivery or performance deviates from the demands, we shall immediately be entitled to the rights under section 11.3.

11.7 Our statutory rights shall remain unaffected in the rest.

12. Repeated Defaults

If, after receipt of a written warning, you are again late in supplying essentially identical or similar goods or services, or such goods or services are again found to be defective, we shall immediately be entitled to rescind the contract. In this case, we shall also be entitled to rescind contracts with regard to future delivery of goods and services on the basis of this or another contract.

13. Technical documents, Tools, Means of Production

13.1 All technical documents, tools, in-house standard sheets, means of production, etc. provided by us shall remain our property; all trademarks, copyrights and other property rights shall remain with us. These, together with all copies that you may have made, must automatically be returned to us as soon as the order has been executed, insofar as you are not entitled to assert your right of retention. You may use the said objects only to execute the order. You may not pass them on or make them otherwise accessible to unauthorised third parties. The said objects may only be copied insofar as it is necessary for executing the order.

13.2 In the event that you wholly or partly create the objects mentioned in clause 1 of section 13.1 for us at our expense, section 14.1 shall apply accordingly, whereupon we shall own the objects on a pro rata basis according to our share of the manufacturing costs. You shall keep these objects safe for us free of charge; we may, at any time, acquire your rights in respect of the object by compensating the expenses that have not yet been amortised and reclaim the object.

13.3 You are obliged to service and maintain the aforementioned objects as well as to rectify defects caused by normal wear and tear at your expense. If you, in order to execute our order, subcontract the production of samples and tools to a third party, you shall cede to us your claims for transfer of ownership of those tools and samples against the subcontractor.

14. Provision of Material

14.1 Materials provided by us shall remain our property. You shall store them free of charge with due care and diligence. You shall keep them separate from your property and mark them as our property. These materials may only be used to implement our order. Damage to the materials provided shall be compensated by you.

14.2 In the event that you process or transform the materials provided, this shall be done for us. We shall become the direct owner of the resulting new objects. If the materials provided only constitute a part of the new objects, we shall be entitled to ownership of the new objects on a pro rata basis according to the value of the materials provided and contained therein.

15. Confidentiality

15.1 You must treat as confidential all non-overt commercial and technical details that you learn as a result of the business relationship.

15.2 Our prior written consent is required for manufacturing for third parties and exhibition of products manufactured specifically for us, especially those made according to our plans, drawings or other special demands, for publications relating to ordered goods and services and for references to this order vis-à-vis third parties.

15.3 We wish to point out that personal data in relation to our business relationship may be stored by us.

16. Others

16.1 The place of performance is the specified delivery address.

16.2 In case you are a merchant, a legal entity under public law or a federal special fund under public law, the place of jurisdiction shall be the place of business of the ADE company using these general terms and conditions. However, we are also entitled to take legal action against you at your place of business.

16.3 German laws shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German international private law.

16.4 Language for negotiation = German

16.5 Should any of the clauses of these General Terms and Conditions of Purchase be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.