



General Conditions of Purchase of GvA Leistungselektronik GmbH

1. Scope of application

- 1.1 These General Conditions of Purchase shall apply to Supplier's services and supplies to us, unless expressly agreed otherwise.
- 1.2 Any Supplier's general terms inconsistent with our terms and conditions shall apply only insofar as expressly consented by us.
- 1.3 Our Conditions of Purchase shall apply also to future transactions, even if not expressly referred to by us repeatedly.

2. Commissioning

- 2.1 We shall be bound to the content of Supplier's confirmation of order only insofar as its content corresponds with the content of our commission.
- 2.2 We shall be entitled to charge-free revocation of commission within one week, should you fail to provide us with corresponding confirmation of order.
- 2.3 The agreed delivery dates shall be binding. Receipt of flawless goods shall be decisive for compliance with delivery date.
- 2.4 Should Supplier become aware of not being able to comply with any agreed deadline or agreed quality, Supplier shall inform us immediately in written or in text form stating reasons and prospective default.
- 2.5 Supplier shall pay to us lump sum damages in the amount of 1% of the goods value of the relevant order per commenced week, however, not more than 10% of the goods value, without prejudice to enforcement of damages exceeding this amount.
- 2.6 In the event of default of delivery, Principal in addition shall be entitled to the relevant legal claims.

2.7 In the event, that goods are delivered at an earlier date than agreed, we shall reserve denial of receipt or return of goods at Supplier's expense. Should the goods not be returned, the goods will be stored at Supplier's risk and expense until the agreed date of delivery.

2.8 We will inspect the goods within one day after entry for correspondence of goods delivered with goods ordered. We will perform inspection of goods for obvious defects and possible deficiencies within one week as from delivery and notify Supplier within two working days following this inspection week. We will inform Supplier about any concealed defects within two working days as from detection. The notice periods stated above shall apply as warning periods in the sense of section 377 German Trade Code.

3. Prices, shipment & package

- 3.1 The Prices are fixed prices plus statutory VAT without any extra charges. Costs for package, transport to the delivery address stated by us and/or place of use, insurance, customs formalities and duties are included in the prices, unless agreed otherwise in writing.
- 3.2 Our order number must be stated on dispatch notes, bills of freight, invoices and any and all correspondence.
- 3.3 We shall accept only the quantities or number of items ordered by us. Excess or reduces supplies are permissible only upon prior agreement with us.
- 3.4 Shipment shall be at Supplier's risk.
- 3.5 Goods shall be packed so as to avoid damages. Care must be taken, that only packaging harmless to the environment is being used.

4. Provision of material

- 4.1 Material provided by us shall remain our property and shall be labelled by you as such. This material shall be used exclusively for performing of our order. Damages to material provided by us shall be replaced by you. When you handle the provided material, such activity is performed exclusively for us and we shall become the owner of the then new item, which Supplier shall hold in custody for us with salesman's due diligence.

5. Confidentiality

5. Supplier shall be obliged to maintain strict secrecy on any and all documents (calculations, drawings etc.) and information (conference notes etc.) he received. Disclosure to any third party shall be possible only with our written consent. The confidentiality obligation shall survive the term of contract. Subcontractors shall be obliged accordingly.

6. Import and export provisions, customs

- 6.1 With supplies and services from an EU member state outside Germany Supplier shall state its VAT ID number.
- 6.2 Imported goods shall be delivered customs paid. Under directive (EC) no. 1207/2001 we are obliged to provide requested declarations and information at our expense, to allow for inspections by the customs authorities and to provide required official confirmations.

7. Delivery note & invoice

- 7.1 Upon delivery, invoices shall be sent to us separately including all documentation and data. The invoice shall be made out in due form. Unduly made out invoices shall be considered as received only as from the day of correction of invoice.
- 7.2 Payment shall be made as net payment within 60 days after the invoice date.
- 7.3 In case of prepayment, Supplier shall provide us with a reasonable security (e.g. bank guarantee).
- 7.4 Should any certifications (e.g. inspection protocols) have been agreed with the commissioning, these certifications shall constitute a major integral part of the delivery. They shall be sent to us together with the delivery.

9. Industrial property rights

- 9.1 Supplier shall warrant, that there are no third party industrial property rights (including copyrights) impeding use of the goods as agreed by contract.

10. Place of jurisdiction

- 10.1 The law of the Federal Republic of Germany excluding the UN sales law shall govern exclusively.
- 10.2 Exclusive place of jurisdiction shall be Mannheim, as far as Supplier is a salesman in the meaning of the German Trade Code.

We shall order based on our General Terms and Conditions of Purchase (which we would like to provide you with upon request) and/or based on the alterations and supplements as stated below.