

A. General provisions

These are the General Terms and Conditions of Purchase of Kind & Co., Edelstahlwerk, GmbH & Co. KG.

I. Contract conclusion, offer

1. The legal relationship between the supplier and us shall be governed exclusively by our Terms and Conditions of Purchase set forth below. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept performance without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
2. All agreements made between us and the supplier for the purpose of executing this contract require the written form; however, no qualified electronic signature is required unless otherwise agreed with the supplier.
3. Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.
4. The supplier is obliged to accept our order within 2 weeks of receipt.

II. Prices, terms of payment

1. The agreed prices are fixed prices and are subject to value added tax, insofar as this is payable in accordance with the legal provisions. In the absence of any written agreement to the contrary, the prices include packaging and delivery to the address specified by us (freight costs are not paid). The return of the packaging requires special agreement.
2. We can only process invoices if these state - in accordance with the specifications in our order - the document number shown there and comply with the legal requirements. The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
3. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with a 3% discount or net within 30 days of receipt of the invoice. The period shall commence upon receipt of the contractual performance and a proper and verifiable invoice. However, in the event of acceptance of early deliveries, the period shall commence at the earliest on the agreed delivery deadline.
4. We are entitled to set-off and retention rights to the extent permitted by law.
5. The supplier is not entitled to assign claims against us to which he is entitled or to have them collected by third parties. The provision of Art. 354a HGH remains unaffected by this.

III. Retention of title, provision, tools, confidentiality

1. We shall reserve the right of ownership and all other rights (e.g. copyrights) to calculations, samples, drawings, illustrations and other documents. They shall be used exclusively for production on the basis of our order and shall be returned to us unsolicited after completion of the order. They must be kept secret from third parties (including subcontractors) and may not be made accessible to them without our express written consent. Reproductions may also only be made with our prior written consent and shall become our property. The obligation of confidentiality shall also apply after the execution of this contract and shall only expire if and to the extent that the relevant production knowledge has become generally known.
2. The supplier may not advertise his business relationship with us without our prior written consent.
3. Insofar as we provide parts to the supplier, we shall retain title thereto. Any processing or transformation by the supplier shall be carried out on our behalf.
4. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
5. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership in safe custody for us.
6. We shall retain title to tools; the supplier shall be obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance. We hereby accept the assignment. The supplier shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He must notify us immediately of any malfunctions. If the supplier culpably omits this obligation, claims for damages shall remain unaffected.
7. Insofar as the security rights to which we are entitled under para. 4 and/or para. 5 exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the request of the suppliers.

B. Performance of the service**I. Delivery item and scope of services**

1. Our order shall be decisive for the content and scope of the delivery. The supplier shall ensure that he is aware in good time of all data and circumstances relevant to the performance of his contractual obligations and of the use we intend to make of its supplies.

2. Insofar as no further requirements are specified in the order with regard to the technical delivery conditions, the delivery items shall be delivered in customary quality and, insofar as standards such as DIN, VDI, etc. exist, in accordance with these.
3. The supplier guarantees that his deliveries include all services necessary for proper, safe and economic use. Furthermore, he is responsible for ensuring that they are suitable for the intended use and comply with the latest state of science and technology.
4. The supplier shall observe all relevant standards, laws and legal regulations (e.g. environmental protection, hazardous goods and accident prevention, protective clothing regulations) when providing the service.
5. The supplier shall inform us of the necessary official permits and notification requirements for the import and operation of the delivery items.
6. Within the bounds of reasonableness, we may demand from the supplier changes to the construction and design of the delivery item. The supplier shall implement the changes within a reasonable period of time. Appropriate arrangements shall be made by mutual agreement regarding the additional and reduced costs and other effects.

II. Delivery periods, delivery dates

1. The agreed dates and deadlines are binding.
2. The supplier shall notify us in writing without delay of any recognisable delay in his performance, stating the reasons and the expected duration of the delay.
3. In the event of a delay in delivery, we shall be entitled to the legal claims. In particular, we shall be entitled to demand damages instead of performance and rescission after the unsuccessful expiry of a reasonable period. If we claim damages, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

III. Deliveries, transfer of risk

1. Deliveries (including packaging) shall be made at the supplier's expense at the place designated by us.
2. The supplier is obliged to indicate our voucher number on all shipping documents and delivery bills. The supplier shall ensure that this obligation is also fulfilled by his subcontractors. If this information is missing, we shall not be responsible for any delays in processing.

IV. Inspection for defects, claims for defects

1. We are obliged to carry out an incoming goods inspection within a reasonable period of time with regard to externally visible damage and externally visible deviations in identity and quantity. Such defects shall then be notified by us without delay, within a period of (at the latest) 4 working days. Furthermore, we shall give notice of hidden defects without delay as soon as they are discovered in the ordinary course of business.
2. We shall be entitled to the legal claims for defects in full. This also includes that we are entitled in any case to demand from the supplier, at our discretion, either the removal of the defect or the delivery of a new item. The right to claim damages, in particular damages instead of performance, is expressly reserved.
3. We shall be entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or special urgency.
4. The prescription period is 36 months, calculated from the transfer of risk.

C. Limitations of liability and property rights

1. The supplier shall be liable without limitation; limitations of liability shall not be agreed. If the supplier is responsible for product damage (cause within his scope of control and organisation; he himself is liable in the external relationship), he is obliged to indemnify us in this respect against claims for damages by third parties on first demand.
2. The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with his delivery. The supplier is obligated to indemnify us upon first written request from claims for which we are held liable by a third party. The supplier's obligation to indemnify shall relate to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party. The prescription period is 10 years, calculated from the conclusion of the contract. We are not entitled to make any agreements with the third party without the supplier's consent.

D. Miscellaneous**I. Applicable law**

The law of the Federal Republic of Germany applies under the exclusion of the "Convention of the United Nations of 11 April 1980 concerning the International Sale of Goods" (CISG).

II. Place of performance and jurisdiction

1. The place of performance of the delivery and service is the destination specified by us.
2. The place of jurisdiction for both contracting parties is Gummersbach. We are entitled to sue the supplier at his general place of jurisdiction.

III. Partial ineffectiveness

Should any provision of these General Terms and Conditions of Purchase and the further agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success.

According to the General Data Protection Regulation (EU 2016/679), we hereby confirm that data required in the framework of handling the business will be processed and stored accordingly. Personal data will be treated confidentially.

**Kind & Co., Edelstahlwerk,
GmbH & Co. KG**

Bielsteiner Str. 124-130
D-51674 Wiehl-Bielstein

T 02262/84-0
F 02262/84-175
info@kind-co.de
www.kind-co.de

Amtsgericht Köln
HRA 16845
Ust.-Id.-Nr.:
DE 122533279

Deutsche Bank Gummersbach
(BLZ 384 700 91) 0 134 296
BIC/SWIFT: DEUT DE DW 384
IBAN: DE 93 3847 0091 0013 4296 00

Sparkasse Gummersbach
(BLZ 384 500 00) 322 206
BIC/SWIFT: WELA DE D1 GMB
IBAN: DE 49 3845 0000 0000 3222 06