

PURCHASING CONDITIONS

1. General

The following purchasing conditions apply to all orders and the compliance with the Craemer Code of Conduct is mandatory for all our suppliers. Amendments, additions and verbal collateral agreements shall only be effective if we have confirmed them in writing as an addition to our purchase conditions. Orders and other agreements must be made in writing. Written confirmation is sufficient. We request that acceptance of orders be made within 5 days. If confirmation is not provided within this period, then we shall be at liberty to withdraw from the contract.

2. Acceptance

Industrial disputes, operational disruptions and other circumstances that result in a reduction in our demand, shall free us from the obligation of acceptance, as will any force majeure events.

3. Warranty

The supplier warrants that the materials shall be good and shall correspond to the requirements of the purchaser and provides a warranty for proper and appropriate performance. Any parts delivered must correspond to their drawings and comply with the appropriate material requirements. Operating equipment, machines and similar must be set up in accordance with the accident prevention regulations of the relevant trade association so that employees who work on or with them are protected from accidents and accidental diseases. The safety measures required under the accident prevention regulations must be provided. Electrical equipment must comply with the VDE Regulations. The Supplier is responsible for compliance with the accident prevention regulations as well as the safety recommendations of trade associations, the factory inspectorate, the TÜV and others.

Craemer is released from the obligation to provide immediate endorsement of goods. If a defect appears, then a notification submitted within 14 days shall be considered to have been made in a timely manner.

Payment for goods shall not imply acceptance that a delivery has been made in accordance with the terms of the contract and correctly.

In the event of defective delivery, we shall have full recourse to the statutory warranty claims without any limitations. In any event, we may also require supplementary performance and the delivery of defect-free goods.

Furthermore, we may also request substitute delivery. All additional freight charges and the risk in the return delivery shall be for the account of the supplier. In the event of a return delivery, we will create a booking note; this will avoid the necessity of a credit note on the part of the supplier. In the event of a new delivery, the amount must be recalculated. If the scope of delivery includes installation works, the warranty period shall commence with the first operation of the delivered goods. In those situations where, in order to ensure constant operational readiness, we order operating facilities, machinery and similar ahead of time or to retain in stock, in such a manner that is evident to the supplier, the statutory warranty periods shall commence on the first day of use at our works. A prerequisite to this is that we store the delivery items in accordance with the rules of sound administration and, as far as possible, leave them in the original packaging of the supplier. This shall not give rise to a custodial relationship or a constructive possession of chattels based on agreement. In the case of works contracts, sections 635 et seq of the German Civil Code (Bundesgesetzbuch, BGB), new version, in particular sections 637 and 638 shall apply, even if the Construction Tendering and Contract Regulations (Vergabe- und Vertragsordnung für Bauleistungen, VOB) have been agreed. The provisions of section 478 of the German Civil Code, new version, shall apply in full between Craemer and the supplier.

4. REACH

The supplier is responsible for ensuring that its delivery complies with the provisions of Regulation EC No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (the REACH Regulation), as amended from time to time. It will, in particular, comply with the information requirements under Art. 31 to 33 of the Regulation.

The supplier affirms that it will not deliver any products that contain any substances set out in Attachments 1 to 9 of the REACH Regulation, as amended. The supplier undertakes to notify Craemer immediately in writing if any products that it has delivered contain substances in the so-called Candidate List in accordance with Art. 59 (1, 10) of the REACH Regulation; this shall apply in particular in the event of the expansion or extension of the candidate list. The supplier shall list individual substances by name and shall disclose the percentage by mass of each substance as exactly as possible.

If any claim is made against Craemer on the basis of an infringement of the REACH Regulation by a customer, a competitor or by the authorities, that may be attributed to a product of the supplier, then Craemer shall be entitled to demand that the supplier indemnify it for such claim or pay compensation for the damage caused by the non-conformity with the REACH Regulation.

These obligations shall apply (with the exception of the registration obligation) notwithstanding the fact that the supplier has its head office outside the European Economic Area. It must, in particular, inform the purchaser if the product contains more than 0.1% of a Candidate Substance, or if substances falling within the provisions of the REACH Regulation may be released in the normal and foreseeable use of the product.

5. Guarantee

If the supplier has accepted a quality or service life guarantee, then in the event of a guarantee claim, irrespective of any statutory and contractual claims, the rights under the guarantee regarding the terms stated in the guarantee statement and the associated advertising with respect to the supplier shall accrue to Craemer section 445 of the German Civil Code, new version, shall apply. The supplier should present the guarantee agreement at the latest with the invoice. The guarantee period shall commence with the initial operation of the delivered goods.

6. Property Rights

Any information received by the supplier in connection with our order is confidential and not generally available to the public. The supplier may not make such information available to any external persons; it may only use it within a period of two years following receipt, for the fulfilment of its obligations in connection with this order. On request, all drawings, copies, descriptions and other material containing confidential information must be returned to us on completion of the order. The supplier shall be liable to pay compensation for any damage that we incur as a result of the provision of drawings or other verbal or written information to third parties; the same shall apply to enquiries. The supplier shall not make available to the purchaser any information that it considers confidential. Accordingly, any information that it makes available to the purchaser shall not be considered confidential.

7. Delivery

In the absence of any other agreement, delivery shall be made to the place that we have specified. The agreed delivery date shall be binding. If this delivery date is not adhered to, then we shall be entitled to terminate this agreement or to demand damages, without any further reminder. A delivery note must accompany every shipment. Dispatch notes with our order and material numbers should be sent by post in advance. Partial or final instalment deliveries should be marked as such.

The delivery shall be made at the risk of the supplier, who should provide adequate insurance against transportation damage at its own cost. The prices provided by the supplier shall include delivery to the works of the purchaser; ...or alternatively shall correspond to the relevant agreement under the heading: "Pricing/Delivery terms". The packaging shall be fully credited in the event of freight-free return.

8. Installation, external labour

When delivering machinery and equipment the supplier shall, on request of the purchaser, undertake the corresponding installation. The invoice for installation costs shall be made at the contractually agreed rates on provision of evidence that it has taken place. If the supplier has an obligation to install the machinery and equipment that has been delivered, then the customer shall only provide auxiliary devices to the extent that this is customary. Any external staff employed by the supplier must observe the operating regulations of the purchaser. The contractor entrusted with the execution of the works shall be liable for any accidents, within its sphere of responsibility.

9. Protection of our property

All drawings, documents, models, devices, special tools, apparatus and materials which are furnished for the execution of orders shall remain our exclusive property. The supplier shall be responsible for any damage and shall, at our discretion, either repair it themselves at their cost or cover the cost of having it repaired elsewhere.

At our request, our property is to be released by the supplier and returned to our works at no cost. The supplier may not, without our written agreement, assign claims for supplies and services to the purchaser to third parties, or assign subcontracts for the fulfilment of this order. To the extent that the acquisition of parts or materials by the supplier is customary and is required for this order, this shall not be considered an assignment of a subcontract.

10. Invoices

Invoices must always be submitted in duplicate and in a timely manner, so that they are available on receipt of the shipment.



11. Payment

You will find the payment conditions on the front side of this order letter. This order shall only become effective once these conditions have been accepted.

12. Place of Performance and Jurisdiction

The place of performance shall be the place at which the delivery shall be received. In the event of any dispute, to the extent permitted by law, the place of jurisdiction shall be, at our option, either the County Court of Rheda-Wiedenbrück or the District Court of Bielefeld. German law shall apply.

Herzebrock-Clarholz, 10.12.2020

Craemer GmbH