

SWR Südwestdeutsche Rohrleitungsbau GmbH General Terms and Conditions of Purchase

Section 1 Applicability

The following Terms and Conditions of Purchase apply exclusively for supplies and services from suppliers who are entrepreneurs in accordance with Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). Any differing, conflicting or additional general terms and conditions stipulated by the Supplier do not form part of contracts, even if we are aware of them or a delivery is accepted unconditionally. This does not apply if we have given explicit written consent for them to be applied. We hereby expressly object to any counter-declarations made by the Supplier with reference to its General Terms and Conditions or its Terms and Conditions of Sale. All agreements between us and the Supplier must be made in writing. This also applies for a waiver of the written form requirement. By making an initial delivery under these Terms and Conditions of Purchase, the Supplier acknowledges that the latest version of them also applies exclusively for all further orders. Our latest General Terms and Conditions of Purchase can also be accessed online at www.swr-gmbh.de/einkauf and printed out or requested from our Purchasing department.

Section 2 Contract conclusion

Our orders are only binding when we place them in writing. Orders placed verbally or by telephone and additions and changes to an order are only effective when we confirm them in writing. Unless otherwise agreed in writing, the order can only be accepted within a period of 14 days.

Section 3 Prices/Payment/Invoicing

The price stated in the order is binding. Unless otherwise explicitly agreed in writing, the Supplier shall cover all shipping costs, including packing, insurance and all other extra costs. Unless otherwise agreed in writing, we shall pay the price within 14 days with a 3% discount or 30 days net, counted from delivery of the goods and receipt of an invoice sent by post or digitally to buchhaltung@swr-gmbh.de. Besides the information required by law, the invoice must also state our order number and cost centre. Payment is made subject to the condition of proper delivery and correct pricing and calculation. If we discover a defect covered by warranty, we have the right to withhold payment until the warranty obligation is fulfilled. The place of payment is Frankfurt am Main.

Section 4 Set-off/Assignment

The Supplier only has a right of offset against receivables when the receivable is undisputed or has been determined by law. We are entitled to the full statutory rights of set-off and retention and these are also deemed to have been contractually agreed. Assignments by the Supplier require our written approval in order to be valid; Section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) remains unaffected.

§ 5 Section 5 Information/Data

All documentation that may be required must be provided to us free of charge on request. Among other things, this includes specialist companies declarations, test certificates, certificates of approval, data sheets, any necessary calculations, any necessary installation plans and any documentation required in accordance with the relevant applicable technical regulations and standards.

Section 6 Delivery/Withdrawal

The agreed dates and periods for deliveries and services are binding and apply for the receipt of goods by us. Delivery periods start from the date of our order. We only accept part-deliveries or partial services by explicit written agreement.

The Supplier is obliged to inform us immediately (on the same day, as a general rule) in writing — and verbally, in advance — if and when circumstances occur or it becomes aware of circumstances under which it will not be possible to meet the agreed delivery and service dates. This does not apply if the Supplier is responsible for the delivery or service delays.

If a grace period expires unsuccessfully, we have the right to withdraw from the contract and/or claim damages without any prior warning. We are also entitled to withdraw from the contract even if the Supplier is not responsible for the delay.

If insolvency proceedings are applied for in relation to the Supplier's assets, we have the right to withdraw from the contract. Unless otherwise agreed in writing, deliveries and returns are made at the Supplier's risk. The manufacturer in accordance with Section 950 BGB is SWR; this also applies in the case of processing by a third party. As a customer, we are exempt from freight forwarders' insurance.

Section 7 Warranty

The Supplier guarantees that all supplies/services are in line with the latest technology, the applicable legal conditions and standards (including those of the EU), provisions and directives given by the authorities, and professional and trade associations, and are free from defects. Sections 439, 455a and b and 823 BGB and the German Product Liability Act (Produkthaftungsgesetz, Prod-HaftG) apply in full.

Section 8 Place of performance

The place of performance is the place where, according to our specifications, the goods are to be delivered or the service is to be rendered. Assumed acceptance is excluded. Notification in accordance with Section 377 HGB is deemed to be on time if it is received by the Supplier within fourteen working days from full receipt of the goods in the case of obvious defects or from discovery in the case of latent defects.

Section 9 Confidentiality

We reserve the ownership rights and copyright to illustrations, drawings, calculations and other documents, as well as to models, samples, tools, etc. They are considered trade secrets, may not be shared with third parties without our written consent and must be used solely for production on the basis of our order. They must be stored with due business-like diligence and given back unrequested after the order has been processed.

Section 10 Severability clause

In the event that one or more provisions of these Terms and Conditions of Purchase are or become invalid, the validity of the remainder of these provisions will not be affected. The provision that most closely corresponds to the Parties' intended commercial goal will be deemed to have been agreed in place of the invalid provision.

Section 11 Place of jurisdiction/Governing law

The law of the Federal Republic of Germany applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. The place of jurisdiction for all disputes arising from the contractual relationship is Frankfurt am Main if the contractual partner is a merchant, a legal entity under public law or a special fund under public law. We are also entitled to file lawsuits at the location of the Supplier's headquarters.