

**Purchase conditions**

of TSUBAKI KABELSCHLEPP GmbH  
(Status: March 2021)

**I. General**

1. For the processing of our orders, the following purchasing conditions apply exclusively. We hereby expressly object to deviating terms and conditions of sale and/or general terms and conditions of the contractor. You do not oblige us even if we do not object to their validity again at the conclusion of the contract. Our purchasing conditions also apply if we do not expressly refer to them in later contracts, in particular also if we accept services of the contractor without reservation in knowledge of conflicting or deviating from these terms and conditions of sale and / or general terms and conditions of the contractor.
2. Any change to our terms and conditions requires written confirmation of its validity. Also from the acceptance of a delivery or service no recognition of delivery conditions can be derived. The acceptance of the order must be confirmed.
3. As an internationally active company, we comply with the applicable laws without exception and at all times. In addition, we take care to strictly adhere to generally accepted rules regarding our free social order and fair competition. As a member of the TSUBAKI Group, our Code of Conduct is based on the TSUBAKI Group Policies. In order for us to be able to communicate our code of conduct, we have summarized the most important points in a separate "Code of Conduct". This Code of Conduct is also binding on our suppliers: regardless of written recognition, a business relationship can only last if these principles are respected.

**II. Order**

1. Only written orders with a signature are valid. Orders placed orally or by telephone require our written confirmation. Changes to the orders and/or the contract are only valid if they are made in writing. Changes and/or extensions of the scope of services that prove to be necessary in the context of the performance of the contract on the basis of the information available to the contractor, the contractor must immediately notify us in text form; they require our prior written consent.
2. Our orders must be confirmed in writing, with express confirmation of the prices and delivery dates, in the case of retrieval orders also of the appointments as well as any changes in dates and quantities.

**III. Quantities**

1. The contractor shall deliver the quantity ordered. More or less deliveries can be accepted within the usual commercial scope. Partial deliveries require our written consent.
2. In the case of frame or retrieval orders, the specified quantities are binding from the order or retrieval date for a term of two months; otherwise, they are considered non-binding advance dispositions.

**IV. Prices**

1. Agreed prices are including all discounts and surcharges fixed prices, plus statutory value added tax, and are valid until the end of the order processing; we do not recognize subsequent increases - also by reference to list prices. If the contractor generally reduces his prices before delivery, he has to use the billing as a basis for the price generally demanded on the delivery day.
2. If the contractor has reserved the right to settle at the respective daily price, a price increase must be communicated in good time before the delivery is completed. In this case, we are entitled to withdraw from the contract.
3. All prices include freight and packaging costs as well as rolling stock.
4. Any additional or lower price resulting from changes in execution must be communicated to us immediately and must in principle be confirmed in writing before delivery of the goods.

**V. Terms of payment**

1. Our payments are made within 14 days with a 3% discount or within 30 days purely net.
2. Payments can be made at our option in cash, by bank transfer or by check. The invoices must be sent electronically and must contain the date of the order and our order marks. Invoices for partial deliveries/services must be marked with the words "partial delivery invoice" or "partial service invoice". Final invoices must be marked with the words "Residual delivery invoice" or "Residual performance invoice".
3. The valid receipt of the invoice is the date of receipt of the goods on the delivery note (goods receipt stamp) or the fulfillment of the service.

4. An unconditional final payment excludes additional claims of the contractor. A reservation against the final payment must be reported to us in text form within two weeks after receipt of payment. The reservation shall lapse if the supplementary claim has not been submitted in a verifiable invoice within one month of receipt of the final payment, or if the reservation is substantiated in a valid way.
5. Payments on our part are not considered recognition, approval of a service or waiver of claims for defects.

## **VI. Delivery**

1. Delivery dates mentioned in our order, or if they do not deviate from our order, confirmed by the contractor, and defined in the contract, must be adhered to. A delivery date is only considered to have been met if the delivery has taken place with us on the predetermined date, i.e. at the beginning of the week for weekly appointments and at the beginning of the day for daily appointments, at the usual business times.
2. If, through no fault of our fault, accelerated delivery (express shipment) is required, the contractor shall bear the additional costs incurred. The dates specified in framework or retrieval contracts are binding from the order or retrieval date for a term of two months; otherwise, the appointment division is considered advance scheduling.
3. The contractor must immediately indicate the expected delay period in text form if he is unable to meet agreed delivery dates. If a delivery date – even without the contractor's request – is not met, we are entitled to withdraw from this order or to demand a new date. The contractor can only rely on the absence of necessary and/or contractually agreed obligations to cooperate on our part if, despite the request in text form, these are not provided within a reasonable period of time set by him.
4. If the contractor is in default and we suffer damage as a result, we are entitled to charge the costs incurred. The assertion of further damage remains unaffected by this.
5. The contractor can only rely on force majeure if he has notified us of this at the latest three days after the occurrence of such an event, stating the delay. If the fulfillment of our contractual obligations becomes impossible or significantly more difficult for us as a result of force majeure that has occurred with the contractor or industrial disputes taking place with him or with him, we may withdraw from the order in whole or in part or demand delivery at a later date, without the contractor being entitled to any claims against us.

## **VII. Delivery conditions**

1. All deliveries and services must be made to the place determined by us and/or the contractually agreed place. Each delivery and service must be accompanied by a delivery note or a testable proof of performance. The transport is at the expense and risk of the contractor. Items from 25 kg are to be delivered at no extra charge on grid box or Euro pallets, which are exchanged immediately upon receipt of goods.
2. Insofar as we provide packaging to the contractor, these are to be used; otherwise, the contractor chooses the most cost-effective packaging, whereby cartons and disposable packaging are to be avoided as far as possible. All deliveries must be packed in such a way that transport damage is avoided. The packaging material can be returned by us.
3. Goods or delivery notes and bills of lading on which our order number, order number, identification number or drawing number, unloading point and storage location are not or not completely indicated do not have to be accepted. Upon acceptance, the contractor assumes an administrative expense of a flat rate of € 20.00. The delivery note must be attached clearly visible outside the consignment. The signing of the delivery note does not imply recognition of the delivered goods as in accordance with the contract. The costs arising from incorrect conduction of deliveries shall be borne by the contractor, provided that he is responsible for the misdirection.
4. If the contractor commissions forwarders other than those prescribed by us, we reject any assumption of costs. Unless expressly another agreement has been made, all deliveries to us must be handled uninsured. We are SVS/RVS prohibition customer!
5. Forwarding invoices are not paid in cash, even with low fees. We do not accept any processing fees for cashless payments. If the forwarder of the contractor does not agree with this, we may refuse to accept the goods.

## **VIII. Transfer of risk, place of performance**

1. The risk is only transferred after we have confirmed handover by the contractor or the carrier of the contractor at the agreed delivery address, unless we have already acquired ownership of the delivery or individual parts by law or by separate agreement. Until the handover, the traffic safety obligations and the risk of accidental sinking or accidental deterioration remain with the contractor.
2. Each shipment received receives an incoming goods stamp. Place of performance is the agreed delivery address.

**IX. Warranties and buyer rights as well as Force Majeure**

1. The contractor warrants that the delivered goods correspond to the current state of science and technology, including the German industrial standards, insofar as the order is made stating the current state of science and technology and / or the German industry standards. In the case of a purchase on a trial or sample basis, the characteristics of the sample of the sample are to be regarded as guaranteed.
2. Notices of defects shall be deemed to have been filed in good time if visible defects are reported to the contractor within 14 working days after receipt of the goods and hidden defects immediately after their discovery.
3. The limitation period for claims for defects is 24 months. If the goods are procured for resale or by us for use in the manufacture of machines or products, the limitation period begins with the time in which the limitation period for our goods equipped with the goods begins, but at the latest 6 months after delivery of the goods to us.
4. Otherwise, the legal rights of the buyer apply in the event of defects.
5. Covid-19 or comparable pandemic situations are not cases of more unpredictable events or constitute a disruption of the business base.

**X. Accident prevention**

1. The contractor assumes full responsibility for ensuring that all official safety regulations, in particular the accident prevention regulations of the professional and trade associations as well as the special requirements issued by the factory for the protection of the company, insofar as the latter have been brought to his attention by general or special information, are observed. Persons who carry out work in our company in fulfillment of the supply contract are subject to the provisions of the company regulations. The existing regulations for entering facilities must be complied with. For accidents that happen to these persons, we are only liable for demonstrably gross fault.
2. Insofar as the contractor uses materials, filling goods or similar products owned by us, in particular insofar as they are used for further processing, the contractor assumes the obligation to provide sufficient commercial insurance against damage to third parties or the contractor. The contractor is liable to us if there is no sufficient insurance cover and undertakes to release us immediately from all claims of third parties upon request.

**XI. Industrial property rights**

1. The contractor is liable for the fact that the delivery and use of the goods does not infringe patents, property rights or other rights of third parties. If the use of the delivery item leads to the infringement of industrial property rights or copyrights, the supplier will provide us with the right to further use at his own expense or modify the delivery item in a way that is reasonable for us in such a way that the infringement no longer exists. If this is not possible on economically reasonable terms or within a reasonable period of time, we are entitled to withdraw from the contract. Under the aforementioned conditions, the contractor also has the right to withdraw from the contract. In addition, the contractor will indemnify us from undisputed or legally established claims of the relevant property rights holders.
2. All drawings and other documents that we leave to the contractor or that he prepares according to our information may not be used by him for purposes other than the execution of the order, duplicated or made accessible to third parties. They are to be returned to us together with all reproductions immediately after execution of the order unsolicited. If it does not come to delivery, the contractor must, as soon as this is determined, also return all documents.
3. The contractor may not exploit trade and business secrets entrusted to him or otherwise disclosed to him or disclosed to third parties on the occasion of the negotiation or execution of the order.

**XII. Product liability**

1. If we are claimed for violation of official safety regulations or due to domestic or foreign product liability regulations due to a defectiveness of our products, which is due to a product of the contractor, we are entitled to demand compensation from the contractor for this damage, insofar as it is caused by the products supplied by him. This also applies to the costs of a precautionary replacement or recall campaign.
2. The contractor undertakes to provide, at his own expense, with an operating and product liability obligation insurance with worldwide validity with a minimum coverage amount of € 10 million. for personal injury and property damage and € 500,000.00 for financial losses. An insurance confirmation must be forwarded to us on request.
3. Unless otherwise agreed, the contractor is obliged to label his delivery items in such a way that they are permanently recognizable as his products.
4. The contractor is responsible for the quality of his delivered products and must ensure this with appropriate measures. The contractor will, if we deem it necessary, conclude a corresponding quality assurance agreement (QSV), as well as a warranty agreement (GLV) with us. Both documents are supplementary components of the purchasing conditions.

**XIII. Substances in products**

The supplier assures that he will comply with the requirements of the EU chemicals regulation REACH (Regulation (EC) No. 1907/2006 of 2006/30/12) in the current version - hereinafter referred to as the REACH Regulation - in particular, the registration of the substances has taken place. We are not obliged to obtain an authorisation for goods delivered by the supplier under the REACH Regulation. The supplier continues to undertake not to supply any products that contain substances.

- a) in accordance with Annexes 1 to 9 of the REACH Regulation in the currently valid version
- b) Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants, as amended)
- c) of the EC Regulation 1005/2009 on ozone-depleting substances in the current version, supplemented by Regulation 744/2010 for halogens and Regulation 291 /2011 on essential uses of controlled substances other than CFCs for laboratory and analytical purposes
- d) the Global Automotive Declarable Substance List (GADSL) in the current version (under [www.gadsl.org](http://www.gadsl.org))
- e) the RoHS II Directive 2011/65/EU, extended by Directive 2015/863/EU for products according to its scope

contain.

If the delivered goods contain substances that are on the so-called "Candidate List of Substances of very High Concern" ("SVHC list") acc. REACH, the supplier is obliged to notify this immediately. This also applies if, in the case of current deliveries, substances that have not yet been listed are included in this list. The current list can be viewed on the Internet. In addition, the products must not contain asbestos, biocides or radioactive material. If these substances are contained in the products delivered to us, this must be done in writing before delivery, stating the substance and the identification number (e.B. CAS) and an up-to-date safety data sheet of the product to be delivered. The delivery of these products requires a separate approval by us. The supplier is obliged to release us from any liability in connection with the supplier's non-compliance with the above-mentioned regulations or to pay us damages arising from or related to the supplier's non-compliance with the regulations.

**XIV. Other**

1. In the event of an application for insolvency proceedings concerning the assets of the contractor by the contractor himself or the opening of insolvency proceedings or its rejection due to lack of assets, we are entitled to withdraw from the contract. Our right to claim damages is not excluded by the withdrawal.
2. We are entitled to process the data received regarding the business relationships and in connection with these about the contractor, regardless of whether they originate from himself or from third parties, within the meaning of the Federal Data Protection Act. The orders placed with the contractor or our name may not be used for advertising purposes.
3. The place of jurisdiction is Siegen. The place of performance is Wenden-Gerlingen, unless we specify another receiving point. Our contractual conditions with foreign contact are governed by the substantive law of the Federal Republic of Germany. The provisions of the UN Sales Convention (CISG) are excluded.
4. With regard to the applicable GDPR, you will find the corresponding data protection notice under the following link: <https://tsubaki-kabelschlepp.com/de-de/datenschutz-fuer-dl-und-lieferanten/>

**Wenden, March 2021**