



DHW Deutsche Hydrierwerke GmbH Rodleben

General Terms and Conditions of Purchasing (Version 10/2009)

1. General information

All orders and other agreements pertaining to the deliveries of goods are based on the Purchasing Conditions of the customer. They are confirmed and acknowledged upon written confirmation of order or the delivery. Deviating confirmations of order, agreements or Terms and Conditions of Business of the supplier require the express written agreement of the customer in each case to be effective.

The Purchasing Conditions of the Customer also apply for future business, even if no explicit reference is made them, if these Purchasing Conditions were based on a previous contract.

2. Delivery time

The agreed delivery times and dates are binding. The delivery time commences on the date of the start of delivery specified on the order form. In the case of orders place verbally, by telephone or telegram, the time specified in such an order is decisive for the start of delivery. If a supplier falls behind with their delivery the customer is entitled, at their discretion, to request subsequent delivery and to claim compensation for damages due to late delivery or, without setting a later date for delivery, to claim compensation for damages due to non-performance instead of performance, or to withdraw from the contract. If it becomes evident that it probably won't be possible or probable to comply with a delivery date, the supplier is to inform the customer of such, quoting the reasons for such.

3. Prices

The prices are fixed prices and apply delivered free of charge to the receiving centre Rodleben including necessary packaging and insurance costs. Shipments for which no agreement regarding delivery free to the receiving centre have been made are to be shipped in the most affordable way unless otherwise specified. Insurance premiums for transport and breakage insurance may only be charged to the customer in this case if it has been explicitly agreed.

4. Guarantee

The supplier guarantees that the object of the delivery is of perfect quality, free of defects which impair its value or its suitability and that it complies with the conditions specified in the order and the other guaranteed properties.

The supplier guarantees that the delivered goods or processed material is their own property and free of third-party rights at the time of the delivery / the service.

The object of the delivery must comply with the latest regulations, guidelines and/or the latest state of science and technology, the latest regulations of authorities, the legal, professional and other pertinent safety, accident prevention, environmental protection and employment medical rules and regulations. The guarantee lasts at least one year from putting into service or use.

The duty to inspect and notice of defects only commences in every case once it has been received at the customer's factory and is accompanied by the correct delivery note, even if the object of the delivery has already been passed over into the property of the customer or his carrier, haulage carrier or other authorised representative. Starting from this point in time, the legal period allowed for the examination and sending notice of defects is extended by one month.

The customer's consent to drawings, calculations and other technical documentation does not exempt the supplier from the sole responsibility for the correctness and lack of defects of the object of the contract. The customer equally little disregards the right to assert a claim to the listed guarantee rights and liability. In the case of defects to the contractual service and a lack of the guaranteed properties, the customer can, at their discretion, assert guarantee claims and claims for damages, irrespective of the legal guarantee regulation. The guarantee of the supplier also covers the parts manufactured by subcontractors. In urgent cases or if the supplier is behind with rectifying a defect, the customer is entitled to rectify the defect themselves and to demand reimbursement of his costs. In the case of substitute delivery or rectification of a defect, the guarantee recommences. The supplier bears the costs arising from the guarantee obligation. In the event of defective or faulty delivery or service by the customer, he is also responsible for all resulting subsequent damages. In the event of the execution of services, the pertinent valid accident prevention regulations and employment protection conditions must be observed.

The supplier bears sole responsibility and liability for all damages arising for him and his vicarious agents caused by failure to observe these regulations.

He is responsible vis à vis the customer and third parties for all damages, including subsequent damages, caused by him or his authorised representatives.

5. Special regulations pertaining to the guarantee of machinery., apparatus, spare parts and other technical materials

The customer reserves the right to have the object of the contract accepted by an expert or an authorised representative of his choice at the place of delivery or installation site. The guarantee of the goods by the supplier is not influenced or exempted by this acceptance. The guarantee lasts for at least 8,700 operating hours and terminates 24 months after delivery at the latest. Longer guarantee periods can be agreed for large machinery.

6. Exemption

The supplier exempts the customer of any third-party industrial rights claims asserted by third parties (e.g. patent applications, patents, utility models, industrial designs, copyrights) and the violation of business and trade secrets asserted in association with the use of the object of the contractual services.

7. Weights

In the event of deviations to weight, the weight determined by the customer at the weighing upon receipt applies unless the supplier furnishes evidence that the weight calculated by them has been ascertained in accordance with a generally accepted method.

8. Force majeure

Force majeure, industrial disputes, unrest, official measures, unforeseeable and serious disruptions to operations not caused by the supplier and other unavoidable incidents exempt the affected party from the obligation to deliver/to accept for the duration of the disruption and to the extent of its effect. If this causes the delivery and/or acceptance to be delayed by more than one month, the supplier and the customer are entitled to withdraw from the contract pertaining to the quantity affected by the delayed delivery and/or acceptance, excluding all further claims.

9. Payment

No invoices are to accompany the goods: the invoice is to be sent separately.

Payment deadlines commence from the point in time specified in the order.

If the supplier does not send the invoice at the same time as they dispatch the goods, the payment deadlines only commence upon receipt of both goods and invoice. The date on which the payment is made has no influence on the guarantee of the supplier. Payments are made subject to acknowledgement of the contractually agreed service.

10. Acquisition of property

If the supplier receives drawings or specific technical instructions from the customer for the purpose of the manufacture of objects, these objects including all related parts and materials will become the property of the customer upon commencement of the manufacture (or with inclusion of the parts), which are to be looked after by the supplier until such time as hand-over to the customer occurs. The following note is to be attached on the stored materials and parts: "Property of DHW Deutsche Hydrierwerke GmbH Rodleben". Such objects may not be made accessible to third parties nor may they be sold without the written consent of the customer.

11. Third-party property

Third-party property located in the business premises of the customer in conjunction with the execution of orders is stored by the customer upon request, and if possible. The customer is only liable in the event of loss and damage to third-party property if evidence of gross negligence by him or his employees during the storage period can be furnished.

12. Place of performance, venue and applicable law

Place of performance for the contractual services is the destination specified by the customer: unless otherwise specified, this is Rodleben. Place of jurisdiction is Dessau. Applicable law is German law as used amongst the German parties to the contract.

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