



Purchasing conditions Rev. 1

A. General purchasing conditions

1. Order and order acceptance

For executing our order, the supplier accepts our purchasing conditions even when this is not explicitly expressed or when business conditions of the supplier read the contrary. Changes are only possible with our explicit consent. Delivery contract conditions have priority over general purchasing conditions. A written confirmation of our order together with indication of prices and delivery date shall immediately be directed to us by writing down the order number within three business days.

2. Delivery and transfer of risk

The supplier ensures delivery of the ordered goods or services exactly for the agreed date. Deviations from the delivery dates agreed shall only be possible with our explicit consent, otherwise we are entitled – regardless our claim of compensation for damage – to cancel the contract. Partial deliveries of the ordered goods are only possible with our agreement. Transfer of risk takes place by receiving the goods at the agreed place of delivery.

Irrespective of all this, WINKELMANN is entitled to require from the supplier a contract penalty of 0.3 percent for each day in delay or part thereof up to a maximum of 5 percent of the total contract amount of delivery, starting at the time of delay in delivery. The right to claim further damages shall remain unaffected. To the extent that WINKELMANN has reserved the right to claim contract penalty for delayed delivery, any contractual penalty can be claimed within a period of 60 business days after acceptance.

3. Shipping terms

Deliveries shall be made to the shipping address given in the order. The shipping (storage) address given shall be noted on all packing pieces. The shipping risk is carried by the supplier until handing over in our premises. Each shipping item shall be accompanied by a delivery note indicating our order number, date and designation of the content according to type and quantity. Goods shall be packed such that they are protected against damage and corrosion.

4. Test of goods received

After receiving the delivery it is checked whether quantity, designation, and measures and weights of a delivery correspond to the order. Values determined by us are decisive. Increased or short deliveries compared to the ordered or requested quantity are only allowed for special productions up to +/- 10 %.

5. Notice of defect and guarantee

The supplier ensures best quality of the goods or services delivered according to our specifications. A possible return of rejected goods is made on the supplier's account and risk.

6. Rights of third parties

The supplier agrees that rights of third parties in the goods delivered do not exist. In case a supplier has to take responsibility for a fault triggering product liability, he/she is obliged to release us, on request, from third parties' claims for damages.



Purchasing conditions Rev. 1

7. Drawings and tools

Forms, tools, devices and others produced or purchased wholly or in parts on our costs, pass to our property with the purchase. They are carefully stored, maintained and renewed by the supplier with no costs involved for us, such that they can be used at any time. Without our explicit consent the supplier does not have the right to use these tools in any other way or to make them available for third parties. On request, the supplier is obliged to give the tools back to us after execution of the contract. We are entitled to visit these tools on the premises of the supplier at any time, and the supplier gives us access for this purpose. The supplier shall insure the tools against fire, theft, water and destruction. Eventual failures shall immediately be notified to us.

8. Payment and retention of title

Each invoice shall be sent out in two copies indicating the order number and date. Payment of goods free of defects is made only after full receipt of the goods and the associated documents on our choice and within the agreed terms of payment. Property in the delivered goods passes to us after payment. A retention of title of the supplier exceeding the normal retention of title does not exist.

9. Place of fulfilment and legal venue

Place of fulfilment for all obligations falling under this contract is Uelzen. For legal disputes the competence of the district court Uelzen is agreed as far as legally allowed and without taking the amount of dispute into account.

10. Safety, environment protection

Deliveries and services shall meet the legal provisions, especially those provisions related to safety and environment protection. The contractor ensures that the delivered goods comply with the Directive 2011/66/EU on limiting the use of certain hazardous substances in electric and electronic equipment and hence that permissible maximum concentrations are not exceeded.

We only accept materials and products complying with REACH- and RoHS. We expect that you observe your duties of providing information relating to worrying substances according to Art. 33 of the REACH ordinance. In particular, limitations and/or prohibition of substances or the use thereof and potential contents of substances on the list of candidates (SVHC) shall be observed and notified. Without being asked for, the supplier provides us with safety data sheets and further information according to the provisions of the REACH ordinance.

11. Customs declaration, export control

If the supplier's head office is located in a foreign country or he/she imports goods, he/she takes responsibility for the correctness of the declaration of goods, which shall comply with the customs regulations and the law on foreign trade of the Federal Republic of Germany and the EU. For all goods, the origin of which is the European Community, he/she shall present us the supplier declaration with preferential origin according to the Ordinance on Preferential Origin (EU) 2015/2447. The supplier can also issue a long term supplier declaration which is valid for the period of one year. Liability for costs due to disregard of the duty of declaration is taken by the supplier.

12. Severability clause

If an individual provision of this contract should prove to be invalid, this does not affect the remainder of the contract. The parties shall replace the invalid provision with a valid provision reflecting the parties' commercial agreement as closely as possible.



Purchasing conditions Rev. 1

B. Additional conditions for technical working equipment

1. Equipment and Product Safety Law

The contractor is obliged to execute the order such that at least the

- provisions of the Equipment and Product Safety Law (*GPSG*),
- 9th Ordinance to the Equipment and Product Safety Law (*9. GPSGV – Machinery Ordinance*),
- 3rd Ordinance to the Equipment and Product Safety Law (*3. GPSGV – Ordinance on Machine Noise Information*),
- 1st Ordinance to the Equipment and Product Safety Law (*1. GPSGV – Ordinance on placing electric equipment for use within specific voltage limits on the market*)

as well as of the EMC Law are met.

Furthermore, the minimum requirements of the Ordinance on Industrial Safety and Health (*BetrSichV*) and of the technical regulations forming the basis, are observed with regard to the declaration of conformity or the manufacturer certificate and according to 9th GPSGV.

2. Technical working equipment

Technical working equipment not being machinery in the sense of the 9th GPSGV, shall meet the quality requirements of the relevant accident prevention regulations or the manufacturer or supplier guarantees and ensures that the same safety is given by other means.

3. Declaration of conformity

Machinery shall have a declaration of conformity relating to the entirety of the delivered machine of the same type including additional equipment. The entire machine shall visibly carry a CE sign.

4. Instruction manual

An instruction manual with safety information relating to operation or maintenance shall be provided including the required descriptions and plan and documents.

The instruction manual shall contain all necessary protective measures for operating the machine, on the base of which we can prepare a risk assessment according to § 5 ArbSchG.

The above duties and warranties are part of the contract. In case this regulation is not respected, the order appears not being duly fulfilled and gives right to claims for damages according to the product liability law.