

CeramTec GmbH

General Purchasing Terms and Conditions

1. General

The following General Purchasing Terms and Conditions exclusively shall apply to all legal relationships with companies, as well as with personal and juridical persons under private and public law, in which we purchase goods or services. We do not acknowledge opposing General Terms and Conditions, or those which deviate from ours, as well as internal guidelines, etc. of the contractor/supplier (hereinafter: "Supplier"), even if we do not expressly reject them in individual cases. This shall also apply to any references to the internet by the Supplier. The respective current version of our Purchasing Terms and Conditions shall apply for all future deliveries and services from the Supplier (hereinafter: "delivery").

2. Conclusion / amendment of contract

2.1 Orders, conclusion of contracts and their amendment and extension require the written form, which also includes notification by fax or data transfer. Verbal agreements before, during or after concluding the contract shall only be valid once they have been confirmed by us in writing; this shall apply, in particular, to amendments and / or addenda to our Purchasing Terms and Conditions. The Supplier shall confirm orders, stating the binding prices and delivery dates, in writing within five working days.

2.2 References to business relationships with us for advertising and other purposes require our prior consent.

3. Delivery dates

3.1 Agreed dates and deadlines are binding. Applicable for compliance with the delivery date or delivery deadline is receipt of the goods or provision of services at the location specified in the order. If delivery is not "ex works" (DAP or DDP according to Incoterms® 2010, ICC), the Supplier shall provide the goods in good time, taking into account the time for loading and despatch agreed with the haulier.

3.2 If it becomes clear that an agreed delivery deadline possibly will not be met, the Supplier shall immediately inform us and in writing shall state the reasons and estimated duration of the delay.

3.3 If the Supplier is in arrears, we reserve the right, irrespective of other rights, to charge a contractual penalty from the start of the arrears at a rate of 0.2 % of the total order value per calendar day or part thereof to a maximum of 8 %. The unconditional acceptance of the late delivery is not a waiver of the claims for reimbursement and contractual penalty claimed by us for the late delivery.

4. Deliveries

4.1 The delivery shall be made at the location specified in the order. Goods must be packed appropriately so that any impact on quality, e.g. damage, dirt or changes during transport, can be excluded. When selecting the packaging, its load-bearing capacity and stackability must be considered. The applicable EU directives must be complied with.

4.2 We reserve the right, irrespective of a goods-in inspection, at the Supplier's cost to reject over-deliveries as not agreed and to reject under-deliveries as partial services. This shall apply correspondingly if the Supplier makes deliveries earlier than agreed.

4.3 The delivery and/or production of goods by third parties requires our prior written consent.

5. Price and billing

5.1 Agreed prices are according to the Incoterms® 2010, ICC, specified in the order, including usual secure packaging.

5.2 Invoices must be submitted to the billing address stated under 5.3 immediately after delivery with a clear reference to the order number and stating the order details. Incorrectly issued invoices shall not justify a payment obligation and shall be returned to the Supplier unpaid. COD shipments are not accepted.

5.3 Receipt of the invoice at the following address shall apply to the calculation of deadlines for payments in respect of payability or discounts: CeramTec GmbH, Department KF-P, CeramTec-Platz 1-9, 73207 Plochingen, Germany, kreditoren@ceramtec.de.

6. Payment conditions

6.1 Unless agreed otherwise our payments shall be made net within 30 days of receipt of invoice, or within 14 days with a 3 % discount. Payments are not acknowledgements that the delivery was in accordance with the contract.

6.2 Irrespective of any goods-in inspection, only the countervalue of the goods actually received shall be owed.

7. Warranty

7.1 Goods are accepted subject to inspection for defects, notably a check of the function, correctness and completeness. We reserve the right to examine the goods insofar as and as soon as this is feasible according to ordinary business. We shall report discovered defects immediately upon discovery. To this extent, the Supplier shall waive the objection of late complaint.

7.2 With regard to existing material and legal defects, the statutory provisions shall apply unless agreed otherwise below.

7.3 The Supplier guarantees that its goods comply with the agreed specifications and quality criteria, are suitable for our purposes and do not have any defects, which remove or reduce their value or suitability for ordinary use or use required according to the contract. Furthermore, the Supplier guarantees that its goods also comply with the respective state of technology and the applicable DIN standards, the applicable environmental protection, accident prevention and other works safety provisions, as well as with the generally recognised technical safety and works medicine regulations, which apply in Germany or which have been passed with a transitional period.

7.4 The Supplier is required to achieve the Zero Error objective.

7.5 The Supplier shall comply with all laws, directives and official orders/measures applicable in Germany, as well as in the country of production and sale of the goods. These laws include, inter alia, export control provisions, environmental legislation, nuclear legislation and laws on product safety.

7.6 In principle we reserve the right to select the type of supplemental performance. The Supplier reserves the right to refuse the type of supplemental performance selected by us, subject to the conditions of s. 439 (3) BGB.

7.7 If correction of the defects remains outstanding despite our request, in urgent cases we reserve the right to carry these repairs out ourselves or through third parties at the Supplier's cost, in particular to prevent acute risks or to avoid greater damage.

7.8 The warranty periods according to s. 438 BGB shall apply to material defects. The expiration period shall start with delivery of the contractual object (transfer of risk) or, for works contracts, upon acceptance of the work or upon completion of the supplemental performance. The warranty period for legal defects not already subject to s. 438 (1) No. 1 BGB is 10 years; additionally, in the case of a legal defect the Supplier shall indemnify us from possible third-party claims.

7.9 If a material defect is discovered within 6 months of transfer of risk, it shall be assumed that the defect already existed at transfer of risk.

8. Product liability

8.1 If we are sued on the basis of product liability, the Supplier shall indemnify us from these claims insofar as and to the extent that the damage has been caused by a defect to the goods delivered by the Supplier. In these cases, the Supplier shall assume all costs incurred and arising, including costs for any recall campaign. Moreover, the statutory provisions shall apply.

8.2 For these cases, the Supplier shall purchase liability insurance with minimum cover of EUR 5 million and verify this to us upon request.

9. Violation of property rights

The Supplier shall be liable for any violation of commercial property rights by its goods or their use. If third-party claims are asserted against us, the Supplier shall support us at its own costs to the best of its abilities and shall indemnify us from any justified claims and all costs resulting therefrom. If there are justified third-party claims, the Supplier shall facilitate the unrestricted use of its goods for us. In the event that this is impossible, the Supplier shall provide adequate replacement and indemnify us from all costs in this respect. Equally, the Supplier shall indemnify us from any claims asserted against us on the basis of the restricted or impossible use of the goods.

10. Performance of work

Persons who carry out work on our sites in fulfilment of the contract shall observe the conditions of the respective works rules. Liability for accidents suffered by these persons on our sites is excluded unless the accident was caused by a culpable or grossly negligent breach of duty by our statutory representatives or vicarious agents.

11. Resources and hazardous materials

11.1 The use of equipment, plant, moulds, matrices, measuring and testing equipment, etc. necessary for the delivery requires our prior consent. The costs for this shall be borne by the Supplier unless agreed otherwise. Insofar as we assume the costs in part or in full for the stated objects, we shall acquire ownership or shared ownership thereto.

11.2 Deliveries of hazardous materials and other goods, which must comply with statutory or accident insurance requirements, shall only be accepted by us if the required and correctly issued safety datasheets and/or other correspondingly sufficient documentation are enclosed.

12. Confidentiality, property rights

12.1 The Supplier shall treat all information of a technical and commercial nature that is obtained as part of the order, regardless of the establishment of a contract, in the strictest confidence, including the time after the conclusion or end of a contractual relationship. This shall only not apply if the Supplier demonstrates that it may justifiably use company secrets and confidential information.

12.2 At our request, all information originating from us (including copies, records, etc.) and items provided on loan must be immediately returned to us, or destroyed.

12.3 Drawings, specifications, corporate documents, samples and models, matrices, moulds, tools and other production equipment, as well as other documents provided by us shall remain our property and may not - insofar as not required for implementing the order - be forwarded or copied in full or in part, and their contents (including partial contents) may not be utilised, electronically processed or made accessible to third parties or the public, or otherwise utilised for commercial purposes, without our written consent. Any editing or processing of the aforementioned items shall be done on our behalf. We shall retain all copyright and other property rights to the named objects.

13. Export control and customs

13.1 The Supplier shall inform us of any authorisation requirements for (re-)export of its goods according to German, European, US export and customs provisions, as well as any export and customs provisions of the country of origin of its goods. To this end, the Supplier shall at least provide the following information in its quotations, order confirmations and invoices for the respective goods positions:

The export list number according to Annex AL to the German Export Directive or comparable list positions of applicable export lists, for US goods the ECCN (Export Control Classification Number) according to US Export Administration Regulations (EAR), the origin of its goods and the components of its goods according to trade measures, including technology and software, whether the goods were transported through the USA, manufactured or stored in the USA or produced with support from American technology, the statistical goods number (HS code) of its goods, and a contact person in its company in order to answer any queries from us.

13.2 At our request, the Supplier shall inform us in writing of all other export data regarding its goods and their components, and shall immediately inform us (before delivery of corresponding, affected goods) of all changes to the above details.

13.3 The Supplier shall comply with the obligations imposed on the Authorised Economic Operators (AEO).

14. Environmental management

14.1 The Supplier shall be responsible for ensuring that its goods comply with the conditions of the REACH Directive (EC No. 1907/2006 in the respective, applicable version. The information provided to us according to this directive must be sent in writing to the following address: reach@ceramtec.de.

14.2 The Supplier shall ensure that the goods delivered by it unreservedly comply with the requirements of the Directives: RoHS 2011/65/EU, VDA list 232-101 for declarable materials, IMDS (= International Material Data System), CLP Directive (EC) No. 1272/2008, GADSL (= Global Automotive Declarable Substance List), End of life vehicles Directive 2000/53/EG (ELV = End of life vehicles), EC Directive 2003/11/EC (Use of brominated flame retardants) in the respective applicable version.

14.3 The Supplier shall comply with the conditions specified in Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act") regarding conflict minerals (tin, gold, tungsten, tantalum = "conflict minerals"). If conflict minerals are required within the framework of the manufacture or function of the goods delivered by the Supplier, their origin must be disclosed. Only conflict minerals from certified smelters ("CFSI Compliant Smelter" list) may be used.

15. Social responsibility / Global compact / Minimum wage

15.1 The Supplier shall comply with the laws of the respective applicable jurisdiction(s). The Supplier shall also comply with the UN Global Compact Principles (<https://www.unglobalcompact.org/what-is-gc/mission/principles>) and our Code of Conduct, which can be provided upon request, and shall also impose these principles on its suppliers and/or subcontractors.

15.2 If the Supplier culpably breaches these principles, we reserve the right to withdraw from the contract or to terminate the contract with immediate effect, irrespective of other claims. Insofar as the correction of such a breach is possible, this right may only be exercised after unsuccessful expiration of a reasonable period for the breach to be remedied.

15.3 The Supplier shall always and promptly pay its employees, who work on the performance of the delivery in the territory of the Federal Republic of Germany, at least the statutorily prescribed minimum wage according to Section 1 German Minimum Wage Act (MiLoG) for the duration of their work in the territory of the Federal Republic of Germany and shall also comply with the other duties under MiLoG. The Supplier is only permitted to engage subcontractors after prior consent from us. The Supplier shall assume all costs incurred by us because of a claim according to s. 13 MiLoG due to a breach of the MiLoG by the Supplier or by subcontractors of the Supplier.

15.4 If the Supplier culpably breaches the MiLoG and/or the duties agreed in conjunction with this, we reserve the right to withdraw from the contract with immediate effect or to terminate the contract. Insofar as the correction of such a breach is possible, this right may only be exercised after unsuccessful expiration of a reasonable period for the breach to be corrected.

16. General conditions

16.1 Place of performance is the respective location, where the goods are to be correctly delivered to.

16.2 If a condition of these General Purchasing Terms and Conditions or of other agreements concluded are or become invalid, this shall not affect the validity of the remaining General Purchasing Terms and Conditions. The contracting parties shall replace the invalid condition with a condition that comes as close as possible to its economic result.

16.3 These General Purchasing Terms and Conditions are available in various language versions. In the case of deviations and uncertainty, the German version exclusively shall apply.

16.4 The law of the Federal Republic of Germany shall exclusively apply to the contractual relationships, to the exclusion of conflicting law and the United Nations Convention of the International Sale of Goods (CISG).

16.5 Place of jurisdiction for all legal disputes in respect of contractual relationships based on these General Purchasing Terms and Conditions is Stuttgart, we can also decide to use the court responsible for the Supplier's head office or branch office, or the court at the place of performance.