

Terms and Conditions of Purchase

1. General Conditions

- 1.1 These conditions shall apply exclusively to all deliveries made by the supplier to Technogel® Germany GmbH and Technogel® GmbH (hereinafter called Technogel®), unless agreed upon otherwise. They shall also apply if the supplier, especially when accepting or confirming an order, refers to his personal terms of business.
- 1.2 A contract is negotiated and settled on receipt of a written and signed acceptance of the order (also by fax or e-mail) within a reasonable time limit, but not more than 7 working days after sending the order. An acceptance that arrives late shall be considered as a new offer. The validity of an acceptance in which the price, the terms of payment and the quality of the goods as well as the place and time of the delivery have been altered, shall be contravened by Technogel®. Orders placed verbally are binding only as long as a written order follows.
- 1.3 By accepting the order, the supplier confirms that the order has been checked for technical ambiguity, especially if the nomenclature of the supplier has been used.
- 1.4 If statutory regulations grant further rights, as is Technogel® entitled to, they shall replace the conditions of purchase to a commensurable extent.

2. Prices, Payments

- 2.1 The prices specify in the order are not subject to changes.
- 2.2 Payment takes place within 30 working days after receipt of the invoice with a 3% discount or net 60 working days, as long as other agreements individually differing from these have been made. Payment shall be deemed to be made within the schedules time, if Technogel® settles the payment by the due date.
- 2.3 Claims against Technogel® may only be ceded with written approval.

3. Delivery Deadlines

- 3.1 The delivery deadlines or dates mentioned in the order are binding and refer to the time at which goods are received at Technogel®. The purchase order date is used to calculate the delivery deadline.
- 3.2 If the supplier realizes that he runs the risk of violating the delivery deadlines or dates for reasons he is responsible for, he must inform Technogel® immediately due.
- 3.3 On receiving a notification as per section 3.2 and after the reasonable extension of the delivery deadline/date, which normally should not last longer than 14 working days, has expired, Technogel® shall be entitled to rescind the contract without further ado and to demand reimbursement of additional costs following purchase of replacements or to claim damages for breach of contract. If the supplier does not mention a new delivery deadline/date and if Technogel® defaults on the delivery due to the delay, Technogel® shall be entitled to the rights mentioned above as soon as the notification as per section 3.2 is received. The acceptance of a delayed delivery does not imply that Technogel® renounces the above mentioned rights.
- 3.4 Technogel® reserves the right to demand lump-sum-damages to the amount of 0.5% of the value of the goods to be delivered for each week of delay that has begun, but not more than 10%; further legal claims are also reserved (paid damages will be deducted from legal claims for damages). The supplier shall be free to prove that there were no damages or that there was considerably less damage.
- 3.5 The acceptance of a delayed delivery does not imply that Technogel® renounces the claims.

4. Delivery / Packaging

- 4.1 The products are to be delivered free of charge to the company's premises, including packaging. If Technogel® is required to pay the transport charges in exceptional cases, Technogel® must be informed in advance and separately, in order to be able to entrust a freight service provider with the transport (routing order); a transport insurance may never be contracted as the expense of Technogel®.
- 4.2 Technogel®'s obligation to check incoming goods is sufficiently fulfilled by making random checks of the products within the five working days. Transport damages shall be reported immediately.
- 4.3 Partial shipments require the approval of Technogel®.
- 4.4 The supplier must pack the products correctly at his expense, depending on the quality of the products and according to the chosen mode of transport. In exceptional cases if Technogel® has to bear costs of packing, the supplier shall invoice the charges at cost price; at least two-thirds of the cost price shall be credited on returning the packaging (freight not prepaid)

5. Safety Regulations, Authorized Economic Operator

All products are delivered to Technogel® under the status of an Authorized Economic Operator (AEO). The resulting obligations for compliance with the safety regulations are observed.

6. Product Quality, Warranty

- 6.1 The supplier guarantees the quality specified in the order; any characteristics specifically mentioned there are considered as warranted characteristics, too. This contractual quality is determined by adhering to the highest standard of science and technology available. The products must automatically comply with the relevant European specifications, with their national regulations as well as with the corresponding technical standards, even if these specifications do not require a conformity evaluation.
- 6.2 The supplier ensures that the products do not violate any industrial property rights of third parties. This assurance is not required for made-to-order products for Technogel®.
- 6.3 If the delivered products do not comply with the requirements mentioned in sections 6.1 and/or 6.2, Technogel® can demand a new delivery or reduction, can rescind the contract, or in case of warranted characteristics, claims damages.
- 6.4 The warranty period is 24 months from the date of arrival of the complete delivery at Technogel®.

7. Plant Operation at Technogel®

Operators who work in the Technogel® plant must observe the plant regulations in force. Technogel® assumes no liability for accidents unless Technogel® is responsible for the accident.

8. Product Liability

For claims made by third parties, because of defective finished products caused by faults in the supplier's product, the supplier indemnifies Technogel® from liability, provided the supplier is responsible for the fault. It shall be assumed that the supplier is responsible, if a fault can be attributed to the supplier's product. The right of recourse includes the advance payment for the necessary costs of prosecution.

9. Samples, Drawings and Sample Protection

- 9.1 Any kind of documents, such as drawings, sample prototypes or data processing media, placed at the disposal of the supplier by Technogel® must not be duplicated or made available to third parties. They are to be returned free of charge upon request.
- 9.2 Products which are manufactured according documents or with tools provided by Technogel®, must not be used by the supplier or delivered to third parties. The supplier is not allowed to participate directly or indirectly in copying these products or in selling copied products.

10. Properties of Tools

Tooling costs paid by Technogel® proportionately or completely as well as tools provided by Technogel® remain the property of Technogel®. The supplier is under obligation to store them separately and to mark them in accordance to Technogel® guidelines as the property of Technogel®. The supplier may use them exclusively for the fabrications of Technogel® products. The supplier is liable without fault for decrease in value or loss and must take out a corresponding insurance. The storage costs are covered by the purchase price for the products, fabricated by using the tools.

11. Company and Business Confidentiality

The supplier is obligated to treat orders from Technogel® and the pertaining commercial and technical details as confidential company and business matters.

12. Incidental Provisions

- 12.1 If the UN Purchase Law does not apply, German Law shall apply, excluding the International Private Law.
- 12.2 The place of implementation and place of jurisdiction is the place of business of Technogel® or, if desired, the supplier's place of business.