

**General terms and conditions of procurement of Certis Europe B.V. Niederlassung Deutschland for the purchase and supply of goods (as of 06/2018)**

**§ 1 General - Scope**

- a) -Our Terms & Conditions of procurement apply exclusively. We do not recognise contradicting provisions of the supplier or ones deviating from our Terms & Conditions of procurement unless we have expressly consented to their validity. Our Terms & Conditions therefore also apply if we accept the supplier's delivery in knowledge of contradicting provisions of the supplier or ones deviating from our Terms & Conditions of procurement. In individual cases, any agreed deviations from our Terms & Conditions of procurement shall be in writing.
- b) -All agreements entered into between us and the supplier for the purpose of performing the contract for supply are to be set out in writing in this contract. Only such orders placed or confirmed by us in writing are binding on us. The written format is also required for subsequent amendments or additions.
- c) -Our Terms & Conditions of procurement only apply to enterprises.
- d) -Our Terms & Conditions of Purchase also apply to all future business with the Supplier.
- e) -Where we use ICC Incoterms, they are to be applied and interpreted in accordance with the international rules published by the International Chamber of Commerce (ICC).
- f) --Where we agree documentary credits, paragraph 1 e) applies accordingly. The Uniform Customs and Practice (ERA 600) published by the International Chamber of Commerce (ICC) apply to the application and interpretation.

**§ 2 Prices – Terms of payment**

- a) -The price shown in the order is binding. In the absence of a deviating written agreement, the price includes 'carriage paid' delivery and packaging. The return of the packaging requires a separate agreement.
- b) -We are only able to process invoices when, in accordance with the specifications in our order, they state the order number shown thereon. The supplier is responsible for all consequences due to failure to comply with this obligation.
- c) -We pay, unless otherwise agreed in writing, the purchase price within 14 days, calculated as of delivery and receipt of invoice, with a 3% discount, or net within 60 days after receipt of invoice.

**§ 3 Delivery date**

- a) -The delivery date stated in the order is binding.
- b) -The supplier is obliged to notify us without delay in writing if circumstances arise, or it becomes aware of them, preventing the required delivery date from being met.
- c) -We are entitled to statutory claims in the event of delayed delivery. In particular, we are entitled to demand compensation instead of performance in the event of an appropriate grace period expiring without result.

**§ 4 Transfer of risk – Documents**

- a) -Unless otherwise agreed, delivery shall be 'carriage paid'.
- b) -The supplier is obliged to state precisely our order number on all shipping papers and delivery notes. Failure to do so makes delays in processing unavoidable, for which we are not liable.

#### **§ 5 Investigation of defects – Defect rights**

- a) -We are obliged to inspect the goods within a reasonable period for any deviations in quality and quantity. The complaint is punctual, provided it is received by the supplier within 10 working days in the event of apparent defects.
- b) -We are entitled to unabridged statutory defect rights. In the event of latent defects, the defect period commences at the earliest at the moment we start using the delivered goods. We will examine the goods during the course of our business, however rights are not lost with regard to our claims for defects due to an omitted or delayed investigation or complaint about defects.

#### **§ 6 Product liability – Hold harmless clause – Liability insurance cover**

- a) -Where the supplier is responsible for damage to a product, it shall hold us harmless in respect of claims for damages by third parties at first request when the cause falls within its domain or organisational sphere, and it itself is responsible for relationships with third parties.
- b) -In this respect the supplier is also obliged to reimburse any outlay in accordance with Articles 683 and 670 of the German Civil Code resulting from or in connection with a recall instigated by us unless the claim results from Articles 830 and 840 of the German Civil Code in conjunction with Articles 427 and 254 of the German Civil Code. Where possible and reasonable, we will notify the supplier of the content and scope of the recall measures to be performed and give it the opportunity to comment.
- c) -The supplier undertakes to maintain product liability insurance with fixed cover of €3.5 million for personal injury/material damage. Where we are entitled to further claims for compensation, these remain unaffected.
- d) Where required by law or, as may apply, individually agreed, to provide an up-to-date safety datasheet in accordance with the law for the delivered goods, the supplier undertakes to inform us in advance of changes to the safety datasheet or, as may apply, to constantly update it and automatically make the updated version available to us.

#### **§ 7 Protective rights**

- a) -The supplier is responsible for ensuring that no third-party rights are breached in connection with its delivery.
- b) -Therefore, in the event of a claim by a third party, the supplier is obliged to hold us harmless from this claim on first request. Without the agreement of the supplier we are not entitled to enter into any agreements with the third party, in particular to reach a settlement.
- c) -The supplier's obligation to hold harmless refers to all outlay inevitable due to or in connection with the claim by a third party.

#### **§ 8 Place of performance – Jurisdiction – Applicable law**

- a) -Jurisdiction lies with the courts of Hamburg. Nevertheless we are entitled to also bring proceedings against the supplier before the courts with jurisdiction for its registered office.
- b) -Hamburg is the place of performance.
- c) -The law of the Federal Republic of Germany applies to the exclusion of provisions regarding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.