



General Conditions of Purchase - Updated: December 2008

1. Applicability

Our conditions of purchase exclusively apply. Delivery and payment terms which contradict or differ from our conditions of purchase will not be accepted by us, except in cases where we have approved such terms in writing. Our conditions of purchase also apply in cases where we accept your delivery without any reservations and in knowledge of the contradicting or differing delivery and payment terms.

2. Orders

- 2.1 Offers submitted by you shall be free of charge.
- 2.2 Orders, agreements or modifications are only binding if effected or confirmed by us in writing. Unless agreed otherwise in the orders, you are obliged to accept our orders within 7 working days from the date of the order.

3. Shipping and Passage of Risk

- 3.1 Goods shall be shipped Delivered Ex- ship (DES) by you according to our shipping instructions to the shipping address indicated by us. A notification of dispatch shall be submitted in duplicate for each individual consignment to the respective shipping address on the day of dispatch. The notifications of dispatch, consignment notes and package markings must all bear the purchase order number, the request number, the receiving department and other comments requested with the order.
- 3.2 The relevant goods shall remain at your risk until delivery to us is complete.
- 3.3 You shall bear the consequences of false, incomplete or delayed freight documents. In case of non-fulfilment of the foregoing provisions, we are entitled to refuse the delivery.
- 3.4 You shall be liable for any damages and costs which are the result of improper shipping (e.g. demurrage, shunting costs, etc.). Excepted are cases where you can prove that neither you nor your vicarious agents are responsible for the improper shipping.
- 3.5 We are not liable for the costs of any transport insurance.

4. Delivery Periods, Delivery Dates

- 4.1 The term of delivery indicated in the orders is binding. The time of delivery shall be of the essence and failure to deliver within the time specified shall enable us to release us forthwith from any obligation to accept and pay for the goods and/or to cancel all or part of the contract therefore in either case without prejudice to our other rights and remedies. Should it become apparent that you will not be able to meet an agreed delivery period or date, you must inform us immediately in writing, stating the reasons for and the expected duration of the delay.
- 4.2 In case of a delay in delivery we are entitled to claim damages at the rate of 1% of the value of goods delivered per completed week, but altogether not more than 10%. These liquidated damages are a reasonable, fair and genuine pre-estimate of loss, damages and compensation that we are likely to suffer or to incur as a result from or consequences of the breach of this term. The parties hereby declare, agree and confirm that the liquidated damages specified in this agreement are not unreasonable and do not constitute a penalty.

5. Prices

- 5.1 Prices indicated in the orders are binding on you. These prices are net prices, i.e. they do not include the applicable value added tax. No increase in the price will be accepted by us unless agreed in writing.
- 5.2 Unless agreed otherwise in writing, prices include the price of delivery, including packaging. The return of packaging requires a separate agreement. In the exception that a price is agreed „ex works“, „ex warehouse“ or „excluding packaging“ we will only be responsible for the most favourable freight charges or packaging costs.

6. Invoicing and Payment

- 6.1 Invoices shall be submitted in duplicate for every order separately and must display the purchase order number. You shall be responsible for all consequences of non-compliance with these obligations, unless you can prove that you are not responsible for such non-compliance.
- 6.2 Payments shall be effected according to the conditions given in the order.
- 6.3 Payment of invoices does not imply a waiver of claims based on defects in regard to the delivery. A later notice of defects is not excluded by such payment.
- 6.4 We are entitled to rights of offset or retention according to the statutory provisions.

7. Transfer of Duties

Without our prior written consent, you are not entitled to transfer the execution of the agreement or your contractual claims under it to third parties, whether in full or in part.

8. Liability for Defects

- 8.1 You shall be liable that your delivery is of the agreed quality, fulfils the intended use, complies with recognised technical standards and is not in any way defective as to impair the value, merchantability or fitness for the normal or pre-destined use and is free from the rights of third parties.
- 8.2 We will be fully entitled to any statutory claims relating to defective goods. We are entitled, in our sole discretion, to claim repair of any defective goods and/or delivery of non-defective replacement goods. We expressly reserve the right to claim damages in relation to any defective goods, especially the so called „compensation in lieu of performance“.
- 8.3 We are entitled to conduct the remedy of defects at your costs in case of imminent danger or particular urgency.
- 8.4 In case of the rectification of any defect, the period of limitation for dealing with material defects in any rectified goods will start running anew with the completion of the rectification; in case of rectification of defect by means of delivery of spare parts, this shall only be applicable for the spare parts. If the spare parts are constitutive parts of the entire object that is being manufactured by you, the period of limitation for dealing with material defects will start running anew for the entire object.
- 8.5 We are obliged to examine the delivery in a reasonable period of time for eventual discrepancies in quality or quantity. Our notifications of defect are in time if they have been made within 5 working days, starting with receipt of the delivery and, in the case of concealed defects, starting with their discovery.

9. Place of Performance, Legal Venue and Applicable Law

Exclusive place of jurisdiction is the competent court at New Delhi. We are also entitled to sue you in the court of competent jurisdiction. The legal relationship between us and you shall be governed by the laws of India excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

10. All deliveries have to be delivered conform to REACH, means in accordance to regulation (EC) No. 1907/2006