



# General conditions of purchase

ANKER GmbH + Co.KG, Düren

## 1. General

We order exclusively in accordance with our conditions of purchase. We do not recognise conflicting supplier conditions or those that deviate from our conditions of purchase unless they have been approved by us expressly in writing. Neither does the acceptance of delivery count as recognition of other conditions of purchase if we have given no express objection upon receipt. Individual agreements shall have priority over the general conditions of purchase. In the event that certain points are not covered by our conditions of purchase, the statutory rules shall apply.

## 2. Supply and order processing

The supply of goods and services is, on principle, only permitted on the basis of a written order. If, in isolated cases, a verbal order is necessary, this must be confirmed by us in writing.

Immediately upon receipt of the order, the seller must issue a confirmation of order. In the case of an unconditional delivery of the goods ordered, the conditions provided by us shall apply, even in the absence of a written confirmation of order.

Should the order be based on one of the supplier's previous special offers, the supplier is bound by the conditions tied to the offer in question, if they have not been immediately rejected by the supplier. The passing on of our order to a third party is permitted only with our authorisation.

Any correspondence related to the contract must, for each and every order, mention the order number and/or any other reference. The supplier must issue and punctually submit one copy of the transmittal note and delivery certificate and two copies of the invoice.

We retain the exclusive ownership and full copyright of all drawings and other documents that we leave the supplier for the purpose of the tender and/or fulfilment of the order. They may be used solely for the purpose for which they were intended and may not be copied or indirectly passed on to competitors or otherwise used without authorisation. They must be returned upon demand at any time.

## 3. Delivery

The delivery deadlines given by us are binding and the arrival dates at place of destination. Upon agreement of a calendar week, the final

deadline is the Friday of the appointed week. Our delivery address and goods delivery hours are to be found on the corresponding order.

Upon expiry of the delivery date, the supplier shall be in default without further notice or warning.

The supplier is obliged to immediately inform us in writing if circumstances arise or become known to him indicating that the delivery date given or agreed to cannot be met. Insofar as a late delivery is of no interest to us, we remain free to withdraw from the order, demand compensation for default or make covering purchases and pass the resulting additional costs on to the supplier. Furthermore, any delay in delivery shall entitle us to make the necessary legal claims.

#### **4. Dispatch, transfer of risk and receipt**

Unless otherwise agreed, deliveries shall be made DDP Incoterms to our delivery address. Dispatch costs also include the cost of loading, unloading, packaging and the recovery/return of empties.

Deliveries may only be made at the times and locations and on the scale appointed by us. Deliveries that do not meet these requirements shall be made at the cost of the supplier and do not justify delayed receipt on the part of ANKER.

Any act of God or any other circumstance (breakdown, strike, lockout) that considerably hinders or delay receipt, or makes it impossible, and for which we are not responsible, entitles us to postpone receipt for the duration of the hindrance and for a reasonable start-up period. In the event that receipt is made impossible for more than 6 months due to the stated circumstances, we are entitled to fully or partially pull out of the contract. Any claims by the supplier for supply, withdrawal or damages are ruled out.

#### **5. Liability for defects**

Unless otherwise stipulated in the order, the statutory period of limitation is 60 months following transfer of risk. Any longer periods of limitation shall have priority. For these rights to be safeguarded, the notification of defects needs only to be sent to the supplier's address.

Upon delivery of the goods, ANKER checks for damage during transport, the number of package units, the nature of the goods and any visible defects. No additional checks are made. In the event that a defect is found during such checks, the goods may be rebuked within one month following receipt of the goods. Immediate notification will be given of any defects discovered during subsequent processing or use.

#### **6. Prices/conditions of payment**

The agreed price is binding and delivery is free of charge, unless otherwise agreed in writing. Packaging costs are included in the price. The price shall be deemed exclusive of any applicable value-added-tax. There shall in any case be no increase in the price following delivery of the goods. The invoice must be sent in duplicate.

Unless otherwise agreed, payment shall be made following the delivery of the goods and upon receipt of the invoice 10 days after the date of the invoice with 4 % or 30 days with 2,25 % discount or 60 days net. The prescribed period shall begin on the day the invoice is received or, in the event that the goods are delivered after receipt of the invoice, on the day the goods are delivered. We are entitled to charge for overdue demands. Settlement of the invoice does not count as approval of the delivery or waive our right to reprimand for defects.

If the goods are delivered before the appointed delivery time, we are entitled to value the date of the invoices accordingly.

Any tools produced by the supplier for our order and paid for by us become our property.

## **7. Product guaranty/quality assurance**

Quality specifications and all other information relating to the quality features and characteristics of the goods to be delivered contained in the product specifications of collateral written agreements and any valid specifications that we have notified to suppliers (supplier agreements), shall be acknowledged by the supplier as guaranteed characteristics. The supplier guarantees that the goods delivered comply with the data given in our product specifications (supplier agreements).

The supplier takes responsibility for implementing the technical and organisational measures required to guarantee the safety of the products he has manufactured and delivered, such as an integrated quality management system that documents the quality characteristics graphically and in writing. He shall give proof of a corresponding quality management system by copying any valid certificates. Should the supplier have no certified quality management system, he shall instead undertake, upon request, to answer a structured questionnaire for personal reference.

The supplier guarantees deliveries in accordance with the pattern, leaflet description, safety fact sheet, general applicable standards, environmental protection constraints (here more specifically, substances and preparations that are listed by the German chemical prohibition regulation as prohibited substances), official constraints and provisions on the prevention of accidents, and guarantees that the valid version of the ANKER rules are observed and maintained.

## **8. Legal domicile/place of fulfilment/applicable law**

The place of fulfilment for deliveries and services is the receiving office/place of destination appointed by us. Any disputes arising hereunder will be settled before a competent Düren/Aachen court of law. The contractual relations existing between the supplier and us shall fall exclusively under German law, unless expressly agreed otherwise in writing.

In the event that individual provisions of this agreement are legally ineffective, the validity of the remaining provisions shall not be affected.