

Nordmann, Rassmann GmbH
General Terms & Conditions of Purchase

Applicable only to businesses

1. Scope of application

- 1.1 Supplies and services shall be ordered and delivered exclusively on the basis of these Terms & Conditions of Purchase.

These Terms & Conditions shall apply to transactions with companies, legal entities under public law, and special funds under public law.

- 1.2 Our Terms & Conditions of Purchase shall serve as the contractual terms of subsequent purchase orders as well – including in particular those made by telephone – without necessitating another express notice to that effect. We explicitly point out that we only want to conclude the supplier's subsequent orders if the supplier accepts the continued validity of our terms and conditions of purchase for these subsequent orders.

- 1.3 Confirmation of the order or performance of the delivery or service always signifies agreement that our General Terms & Conditions of Purchase apply.

Acceptance of the goods or service in the knowledge of conflicting terms shall not constitute an acknowledgment of conflicting terms. The supplier's different or supplementary general terms and conditions of business shall not become part of the contract without our express consent.

2. Ordering, confirmation

- 2.1 Our purchase orders or acceptances of offers from the supplier and changes and additions made to them are binding only if they are expressly issued by us.

- 2.2 We are bound to our orders for three weeks from the order date. A contract is brought about when we receive the supplier's order confirmation or accept the contractual delivery or service. If the content of an order confirmation of the supplier differs from the content of our purchase order or if we only receive the order confirmation from the supplier after the expiry of a period of three weeks, this shall be deemed to be a new offer from the supplier, which requires our express acceptance. The supplier must expressly and separately point out the difference in the order confirmation.

3. Prices

The contractually agreed prices are net fixed prices. The statutory value-added tax shall be reimbursed additionally if it is owed by the supplier and we have received an invoice in accordance with the statutory provisions.

4. Contractual performance by the supplier

- 4.1 The receiving centre and place of performance shall be the receiving centre designated by us in the respective order or acceptance of the supplier's offer. Until our receiving centre accepts the goods, the supplier shall bear the risk and all costs.
- 4.2 If the goods are delivered to the receiving point designated by us (e.g. "carriage paid" or according to Incoterm 2020 "DAP Delivery at place"), the supplier shall cover the transport insurance for us free of charge. If it is not agreed that a delivery shall be to the receiving center designated by us, the supplier shall make the goods available for collection in good time, taking into account the time normally required for loading and shipping. If it has been agreed that the supplier shall carry out the transport of the goods at our expense, the supplier shall select the freight option that is best in respect of shipping time and transport costs. Additional expenses resulting from non-compliance with this provision shall be borne by the supplier, if we prove a less expensive transport option to the supplier.
- 4.3 Agreed delivery times are binding. The delivery deadlines begin with the receipt of the purchase order by the supplier. Whether or not the time limit is met shall be determined by when the goods are accepted by, or the service delivered to, the receiving centre designated by us in accordance with Item 4.1.
- 4.4 The supplier is obliged to immediately inform us in writing, stating the reasons and the expected length of delay, if circumstances arise or become apparent to it that indicate that the delivery time cannot be met. In the event of delay, the supplier shall be liable as provided by law, unless provided otherwise below. The supplier is barred from making delivery conditional on obtaining the supplies itself.
- 4.5 In the event of delay for which the supplier is responsible, we shall be entitled to demand, after prior written warning to the supplier, a contractual penalty of 0.5% of the respective order value for each week of delay completed, but in total not more than 5 % of the respective order value; further legal claims and rights are reserved. The contractual penalty shall be added to the damage caused by delay which the supplier has to reimburse. The supplier shall have the right to prove to us that no damage or considerably less damage has been incurred as a result of the delay.
- 4.6 Premature performance by the supplier of a delivery or service before the stipulated dates shall entitle us to reject the delivery or service until the due date.
- 4.7 The agreed delivery dates for deliveries on call are binding according to the same principles as specified under Item 4.2. Unless it has been agreed otherwise, a delivery shall be made "carriage paid" to the receiving centre designated by us and at the supplier's risk.
- 4.8 Excess deliveries not agreed upon shall entitle us to accept the excess goods, adjusting the value date of the invoices accordingly; to put the goods into storage at the supplier's expense until such time as the supplier collects them; or to send the excess goods back to the supplier at the supplier's expense. If the goods are stored, we are entitled to (a) either charge storage costs in accordance with § 354 HGB [*German Commercial Code*] at the rates customary at the place of storage or (b) charge the actual additional expenses for storage.

4.9 Two delivery notes shall be included with each shipment. The delivery notes must contain an exact statement of the contents of the delivery and must always include our purchase order number. If the supplier omits the statement or neglects to state exactly our purchase order number, we shall not be accountable for delays in processing caused thereby.

5. Performance by third parties / assignment

5.1 The supplier is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors) without our prior express consent.

5.2 Outside the scope of application of § 354a HGB [*German Commercial Code*] the supplier may only with our prior express consent assign its claims and other existing rights relating to us, or agree with third parties that they are entitled to collect its claims against NRC.

6. Terms of payment

6.1 In the absence of an agreement that reads otherwise, payment shall be made within 30 days; if made within 14 days, less a 2% discount. The time allowed for payment shall not begin until we take delivery of the contractual goods or accept the contractually performed services, including proper delivery notes and receipt of the invoice according to Item 6.2.

6.2 Invoices shall be sent to us in duplicate, and separately, immediately after performance of the delivery or service.

6.3 Our purchase order number must appear on the invoices. The supplier is responsible for all consequences of failure to comply with this obligation, unless he can prove that he is not responsible for these consequences.

6.4 Unless expressly agreed otherwise, Payments shall always be made to the supplier.

6.5 In the event of a faulty or incomplete delivery or service, we shall be entitled to withhold payment on a pro rata basis until proper performance has been effected. The time of payment, even if payment is made in full, shall have no effect upon our right of complaint and the supplier's warranty.

6.6 In addition, we are entitled to rights of set-off and retention to the extent allowed by law. We are entitled to set off against a claim of the supplier all claims against the supplier to which we are entitled. The supplier may set off only claims that are undisputed, ready for decision or recognised by declaratory judgement.

6.7 Payment shall not signify acknowledgement of the supplier's conditions or prices. Price increases are subject to our express written approval.

6.8 In the event of default of payment, we shall be liable for default interest in the amount of nine percentage points above the respective base interest rate.

7. Quality assurance

- 7.1 The delivered goods must conform to the legal provisions in effect in the country in which the supplier is based and in the country in which our principal place of business is located, as well as to the applicable regulations and directives. The supplier is obliged to inform us in writing of any use restrictions or declaration duties regarding the delivered goods.
- 7.2 In addition, the delivered goods must exactly correspond with the documents on which the order is based, such as samples, specimens and specifications, and the properties and quality requirements specified in the order. Even in the event of complete conformity of the delivered goods with the documents on which the order is based, the goods shall be qualified as defective within the meaning of Section 434 of the German Civil Code (BGB) if they are not suitable for the usual use and/or do not have a quality which is usual for items of the same kind and which the Buyer can expect.
- 7.3 The supplier shall perform quality control of the appropriate type and scope, observance of which we may monitor by suitable means, such as visiting the supplier's premises by appointment during normal operating hours.
- 7.4 The supplier agrees to keep records of inspections that are performed showing when, by what means, and by whom the delivery items were inspected and what the results of the quality tests were. All test, measurement, and inspection results shall be archived for 10 years. We are entitled to view these documents by appointment during normal operating hours and to have copies made of them.

8. Warranty

- 8.1 The supplier guarantees that its deliveries and services are of the stipulated quality and fulfil their intended purpose.
- 8.2 We are obliged to inspect the delivered goods within a reasonable period of time for any variations in quality or quantity and, if a defect is found, to notify the supplier. A complaint regarding a defect is timely if it is submitted, together with the required proper documents (in particular, dispatch and delivery notes), within three (3) working days after we receive the goods at the destination stated in the purchase order. In the case of hidden defects, the time limit shall run from the discovery of the defect. Sending the complaint within the time allowed shall be sufficient to meet the time limit.
- 8.3 If we have notified the supplier that we are purchasing the goods for resale, the place of delivery designated for this transaction shall be considered the place of performance, and we shall be entitled to accept the goods without examination and to send them on. All periods for examination and complaints shall not begin until such time as our buyer has the opportunity for inspection, but no earlier than unloading at the place of delivery.
- 8.4 We are entitled to the full protection of the legal warranty provisions. Unless otherwise provided below, warranties shall conform to the provisions of law.

In the event of delivery of goods that are in breach of contract or faulty services, the supplier is always obliged to correct the fault or make a replacement delivery, at our choice, within a reasonable period set by us. In case of emergencies or imminent danger we shall be entitled, after a short, reasonable period has unsuccessfully expired, or if in consideration of mutual interests of both parties setting a deadline is impossible due to urgency and after the supplier has been notified about the circumstances and the planned substitute performance, to execute the supplementary performance ourselves or have it executed by third parties, both at the supplier's expense.

The supplier is obliged to bear all expenses necessary for the purpose and on the occasion of the fault correction or replacement delivery; in particular, the supplier is also obliged to collect at its own expense the non-contractually-compliant goods at the place where they are located. This shall apply even if our buyer already has the goods.

If the fault correction or replacement delivery is not, or not properly, performed within the period we have set, we shall be immediately entitled to exercise the further legal remedies of purchase price reduction, withdrawal, and damages or reimbursement of expenses.

If an agreed partial performance or partial delivery falls short of the contractual requirements and the supplier does not put an end to this breach of contract within the reasonable period, we may withdraw from the entire contract if our interest in the contract would still be violated even in the event of a partial withdrawal due to the defective part.

The principles of § 478 BGB [*German Civil Code*] shall apply also in relation to a supplier that is an outside supplier of parts for a thing yet to be made.

- 8.5 The warranty claims shall come under the statute of limitations at the end of 36 months. The period shall begin upon full performance of the ordered delivery or service at the receiving centre designated by us. The statute of limitations for warranty claims shall be tolled from the time notification of defects is made. In the case of a fault correction, replacement delivery, or replacement service, the warranty period shall be prolonged by the duration thereof, but it shall end no later than at the end of 42 months after the first delivery or service. In the case of successful substitute service or successful correction of faults in essential parts of the goods, the statutory period of limitation shall begin to run afresh upon delivery of the thing that conforms to the contract, unless, regarding the seller's behaviour, one had to expect the seller not to feel obliged to take the measure, but rather to supply a conforming good or remedy the defect as a gesture of goodwill.

If we have notified the supplier of the fault within the warranty period, such notification shall be sufficient to preserve our warranty claims.

9. Liability

- 9.1 If, because a product delivered or service completed by the supplier did not conform to the contract, we, our buyers, or third parties suffer a loss, or we are confronted with warranty or liability claims, the supplier shall be obliged to indemnify us on first demand against all claims if the cause originated within its territory and organisation and it would itself be liable in relation to third parties. The supplier is further obliged to inspect at its own expense the alleged defects in the products at the place where they are located, if we so request.
- 9.2 The principles of § 254 BGB (*contributory negligence*) shall apply to the settlement of damage claims between us and the supplier. This shall apply also in the event of a direct claim against the supplier.
- 9.3 The supplier agrees to maintain reasonable product liability insurance at its own expense. The supplier will send us a copy of the liability policy at any time upon request.

- 9.4 Unless another liability provision has been made elsewhere in these Terms & Conditions of Purchase, the supplier is obliged under the following items to indemnify us for loss that we suffer directly or indirectly as a result of a faulty delivery or service, violation of official safety regulations, or any other causes attributable to the supplier and for which the supplier is responsible.
- 9.5 If claims are made against us by third parties on grounds of strict liability, the supplier shall assume liability towards us to the extent that it would also be directly liable to the third party.
- 9.6 The supplier shall be liable for our loss aversion measures (e.g., recall campaign) to the extent that these measures are occasioned by defects in the delivered goods for which he is responsible. § 254 BGB shall apply mutatis mutandis. We will inform the supplier of the content and scope of such a recall measure - as far as possible and reasonable - in good time in advance and give him the opportunity to comment.
- 9.7 We have the right to enter into compromise settlements with injured third parties; the supplier's liability for damages shall remain unaffected as long as such compromise settlements were commercially imperative and the supplier's interests were duly taken into consideration.

10. Force majeure

In the event of force majeure, such as war or the perils of war, natural disasters, transport disruptions, stoppages, industrial actions, raw material shortages, foreign exchange impediments, or similar unforeseen obstacles to delivery, we shall be released from the duty of acceptance for the duration of the obstacle, provided that the obstacle substantially affects receipt of the goods or service and cannot be averted despite reasonable care on the part of NRC.

If the events of force majeure are of a temporary nature, we shall be entitled to demand performance at a later date. If an event of force majeure lasts longer than four months, we shall be entitled to withdraw completely or in part from the contract without thereby giving the supplier grounds for any claims.

11. Defect of title / intellectual property rights

- 11.1 As far as the supplier is accountable, the supplier shall be liable for infringements of intellectual property rights or intellectual property rights applications (intellectual property rights), such as trademark rights, that result from use of the deliveries and services in accordance with the contract.
- 11.2 If a third party makes a claim against us or our buyers for infringement of such intellectual property rights which the supplier is responsible for, the supplier shall be obliged, on first written demand, to indemnify us and our buyers against these claims. The obligation to indemnify shall apply to all expenses that we or our buyers of necessity incur as a result of the third-party claim.
- 11.3 The statutory period of limitation for these claims is three years and begins with the transfer of risk.
- 11.4 The contracting parties agree to inform one another immediately of infringement risks as they become known and of alleged cases of infringement, and to give themselves an opportunity to take action against the claims by mutual agreement.

11.5 The supplier shall be obliged, at our request, to inform us, at its own expense, of the use of its own and licensed, published and unpublished industrial property rights, as well as applications for protection of intellectual property rights, to the delivered items.

12. Confidential documents and data

The supplier is obliged to keep all documents and data connected with our purchase order and produced in the course of business strictly confidential. The documents are to be used exclusively for settling the contract on the basis of our purchase order and shall be returned to us unrequested after the purchase order has been completed. They may be disclosed to third parties only with our express consent. The duty to observe secrecy shall continue to apply after this contract has been implemented or terminated; it shall expire if and to the extent that the knowledge contained in the documents and data has become generally known or was demonstrably already known to the supplier at the time of notification within the meaning of sentence 1. The supplier agrees that its servants and assistants shall fulfil the duties of secrecy.

13. Concluding provisions

13.1 If a provision of these General Terms & Conditions of Purchase should be or become ineffective in whole or in part, the effectiveness of all other provisions shall remain unaffected thereby.

13.2 Relations between us and the supplier are governed by the law of the Federal Republic of Germany. Neither the United Nations Convention on Contracts for the International Sale of Goods (*CISG*) nor any other existing or future bilateral or international agreements, even if incorporated into German law, shall apply.

13.3 The place of jurisdiction for all disputes arising from or in connection with the delivery or service shall, at our choice, be Hamburg or the company seat of the supplier; for lawsuits brought by the supplier, it shall be Hamburg. Statutory provisions regarding exclusive jurisdiction remain unaffected.

Nordmann, Rassmann GmbH

Kajen 2, 20459 Hamburg, Germany

Telefon: +49 40 36 87-0

Fax: +49 40 36 87 249

info-de@nordmann.global

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