



## **General Terms and Conditions of Purchase of the Sanders.eu GmbH**

(as of August 2017)

### **§ 1 General Terms - Applicable Law – Scope**

(1) These Terms and Conditions, the contract between the Supplier and the Sanders.eu GmbH and all other agreements between the Sanders.eu GmbH and the Supplier in performance of this contract, shall be governed by the substantive law of the Federal Republic of Germany under exclusion of international private law and the UN Sales Convention (CISG - Convention on the International Sale of Goods), if not otherwise expressly agreed upon in writing.

(2) Regulations of the Incoterms 2010 shall apply insofar as they are stated in the order placed by Sanders.eu GmbH, unless otherwise expressly agreed upon in writing. These regulations of the Incoterms 2010 shall prevail over the otherwise applying law according to the foregoing paragraph, if not otherwise expressly agreed upon in writing.

(3) The Terms and Conditions of Purchase of the Sanders.eu GmbH shall apply exclusively; deviating or conflicting terms of the Supplier are not acknowledged by the Sanders.eu GmbH, unless it has expressly consented to their application in writing. These Terms and Conditions shall also apply if the Sanders.eu GmbH accepts delivery despite their knowledge of differing or contrary terms.

(4) All agreements which are concluded between Sanders.eu GmbH and the Supplier for the purpose of the execution of this Agreement shall be set out in this Agreement in writing (sec. 127 para. 2 sentence 1 of the German Civil Code).

(5) These Terms and Conditions apply only with respect to professional traders/contractors, legal persons under public law and separate public assets (sec. 310 para. 1 of the German Civil Code).

### **§ 2 Jurisdiction - Place of Performance**

(1) If the Supplier is a businessman, the place of jurisdiction for all disputes arising out of or in connection with this contract and its interpretation shall be the registered office of Sanders.eu GmbH. The Sanders.eu GmbH is, however, entitled to sue the Supplier at his place of general jurisdiction.

(2) Place of performance shall be the registered office of Sanders.eu GmbH, if not otherwise expressly agreed upon in writing.

### **§ 3 Offer - Offer documents – Acceptance – Confidentiality**

(1) The Supplier shall accept the offer of Sanders.eu GmbH within a period of two (2) weeks by returning a signed copy of this order.

(2) Sanders.eu GmbH reserves all intellectual property rights and copyrights to illustrations, drawings, calculations and other documents handed over to the Supplier; they must not be disclosed to any third party without a written consent by the Sanders.eu GmbH. The information given to the Supplier is to be used only to the means of performing this contract. After the production of the ordered goods, all documents are to be returned to the Sanders.eu GmbH without request. Any information gathered in the process of entering into or fulfilling this contract is to be kept confidential; sec. 10 para. 4 of these terms applies additionally.

### **§ 4 Prices - Terms of Payment**

(1) The price specified in the order is binding. The prices include delivery free of charge to the agreed facility of Sanders.eu GmbH and all packing, shipping, insurance and all other miscellaneous costs associated with the delivery, except if otherwise expressly agreed upon in writing. Prices are without the respective statutory value-added tax.

(2) Any obligation to return the packaging requires a special agreement.

(3) Invoices can only be processed by Sanders.eu GmbH, if they imply the order number specified in the order by the Sanders.eu GmbH; the Supplier is responsible for any consequences arising due to the non-compliance with this obligation, unless he can prove that he is not responsible for not providing the above-mentioned information.

(4) The purchase price is due and payable within 14 days from the delivery and the receipt of a proper invoice with a 2 % discount or net within 30 days from the delivery and the receipt of a proper invoice, except if otherwise agreed upon in writing.

## **§ 5 Period of Delivery**

(1) The period of delivery stated in the order (Estimated Time of Delivery or Estimated Time of Arrival) is binding.

(2) The Supplier is obligated to promptly inform Sanders.eu GmbH in writing, if circumstances occur or come to his knowledge, which indicate that the agreed delivery time cannot be met.

(3) In case of a delay of the delivery, Sanders.eu GmbH is entitled to statutory claims. In particular, the Sanders.eu GmbH is entitled to claim damages instead of performance upon fruitless expiration of a reasonable remedial time period. If Sanders.eu GmbH claims damages, the Supplier shall have the right to prove that he was not responsible for the breach of duty.

## **§ 6 Passing of Risk – Documents**

(1) Liability for accidentally destroyed or damaged goods shall only be transferred to Sanders.eu GmbH upon carriage free delivery to the agreed place of performance, except if otherwise agreed upon in writing.

(2) The Supplier is obliged to precisely name the order number of Sanders.eu GmbH on all shipping documents and delivery notes; if he fails to do so, Sanders.eu GmbH cannot be held responsible for any resulting delay in processing.

## **§ 7 Examination of Goods - Liability for Defects**

(1) Sanders.eu GmbH is required to randomly examine the goods delivered by the Supplier within a reasonable time for any quality and quantity deviations and promptly report any discrepancies. The complaint is timely if it is received by the Supplier within a period of five (5) working days from the time of reception of the goods or from the time of detection in case of a hidden defect.

(2) Sanders.eu GmbH reserves all rights and remedies for non-conformity provided by applicable law. Sanders.eu GmbH is especially entitled, upon its choice, to claim remedy of defects or redelivery of conforming goods. The right to claim damages or compensation instead of performance is also reserved.

(3) Sanders.eu GmbH is entitled to correct the defect itself or to have it corrected by a third party at the expense of the Supplier, if the Supplier is in default of supplementary performance.

(4) The period of limitations shall account for thirty-six (36) months, calculated from the passing of risk, unless the mandatory provisions of §§ 478, 479 BGB are effective.

(5) The Supplier is responsible for the retrieval of defective products from the place to which they were delivered by Sanders.eu GmbH or on behalf of Sanders.eu GmbH as intended. The Supplier has to bear all costs resulting from the retrieval of defective products from the place of their intended delivery, in particular transport, handling and export costs and customs duties. Sanders.eu GmbH is entitled to charge the Supplier with those costs of retrieval of defective products that are charged to Sanders.eu GmbH by the Supplier immediately upon receipt of a debit note by a company of the Supplier. Sanders.eu GmbH is entitled to offset this claim against any due claims of the Supplier.

(6) The contract between the Sanders.eu GmbH and the Customer allows Sanders.eu GmbH to choose to have a company of the Customer commercialize a defective product at the place it was delivered to by or on behalf of the Sanders.eu GmbH and in return get only half of the product price. If the Sanders.eu GmbH chooses to make use of this option, the Supplier can only be charged with the costs of handling, (if applicable) customs duties and the differential amount between the amount billed to the Customer by Sanders.eu GmbH for the damaged product and the amount paid by the Customer for the damaged product.

## **§ 8 Product Liability - Indemnification - Liability Insurance**

(1) To the extent the Supplier is responsible for a product damage he shall insofar be under the obligation to indemnify Sanders.eu GmbH upon first demand against any claims for damages by third parties if the cause lies within his sphere of control and organisation and he himself is liable in relation towards third parties.

(2) Within the scope of his liability for claims according to paragraph 1, the Supplier is also obligated to reimburse to Sanders.eu GmbH all expenses according to Sec. 683, 670 of the German Civil Code or Sec. 830, 840, 426 of the German Civil Code that are incurred by or in connection with a lawful recall action or any other measure initiated by Sanders.eu GmbH. Insofar as possible and reasonable, Sanders.eu GmbH shall inform the Supplier sufficiently in advance of the content and scope of future product recalls and shall give the Supplier the opportunity to respond.

(3) In consultation with the Supplier, Sanders.eu GmbH will inform the competent authorities according to the terms of the ProdSiG.

(4) The Supplier shall, at all times during the term of this contract, maintain product liability insurance with an adequate minimum insurance amount of € 10 million for each single occurrence of personal and property damage. Further damages shall remain uneffected.

### **§ 9 Protected Rights**

(1) The Supplier warrants that no third-party rights are violated in connection with his deliveries.

(2) In case that a third party makes a claim on Sanders.eu GmbH due to an infringement of third parties' right, the Supplier shall be obligated to exempt Sanders.eu GmbH from such claims upon first written request. In case of damage claims of third parties, the Supplier is free to prove that he is not responsible for the defect being the cause for such liability.

(3) Sanders.eu GmbH is not entitled to conclude any agreements with the third party - in particular to make a compromise - without the consent of the Supplier.

(4) The obligation to indemnify includes all necessary expenses arising from or in connection with the third party claim.

(5) The limitation period shall amount to thirty-six (36) months, calculated from the passing of risk.

### **§ 10 Retention of Title – Provision of Materials – Confidentiality**

(1) Any parts provided to the Supplier by Sanders.eu GmbH shall remain Sanders.eu GmbH 's property, title thereto expressly being retained. Processing and/or redesigning by the Supplier are to be carried out for Sanders.eu GmbH . If the goods subject to Sanders.eu GmbH 's retention of title are processed with other objects not belonging to it, Sanders.eu GmbH shall acquire coownership of the new item in proportion to the ratio of the value of its item (purchase price plus value-added tax) to the other processed objects at the time of processing.

(2) If Sanders.eu GmbH 's reserved goods are inseparably mixed or combined with other goods not belonging to it, Sanders.eu GmbH shall acquire co-ownership of the unified product thereby created in the proportion of the value of its reserved goods (purchase price plus value-added tax) to the other goods at the time of mixing or combining. If the goods are mixed in such a manner that the Supplier's item is regarded as

the main item, the parties hereby agree that the Supplier shall transfer proportionate co-ownership to Sanders.eu GmbH ; the Supplier shall hold the sole ownership or co-ownership on Sanders.eu GmbH 's behalf.

(3) To the extent that collaterals granted to Sanders.eu GmbH pursuant to subsection (1) and subsection (2) above exceed the purchase price of all unpaid retained goods by more than 10 %, the Supplier is entitled to demand from Sanders.eu GmbH to release a collateral which shall be chosen by Sanders.eu GmbH .

(4) The Supplier is obligated to treat all received illustrations, drawings, calculations and other documents and information as strictly confidential; they may only be disclosed to third parties with the express written consent of Sanders.eu GmbH . The secrecy obligation shall remain in force and effect after the processing of this contract; it shall lapse if and insofar as the knowledge contained in the illustrations, drawings, calculations and other documents and other information provided becomes general knowledge or if the Supplier can prove to have known the information before receiving it from Sanders.eu GmbH .