

# General Provisions General Terms and Conditions of Purchase of the Company RUBBEXX GmbH, Gottlieb-Wolfer-Str 13, 73249 Wernau

## **§ 1. General Provisions**

§1.1. For all orders of RUBBEXX GmbH, hereinafter referred to as RUBBEXX, only the present conditions apply, unless something else has been expressly agreed upon. Conditions of the contractor in their terms and conditions or order confirmation are hereby expressly contradicted. Unconditional acceptance of order confirmations or deliveries does not constitute recognition of such conditions.

§1.2. By initial delivery under the present purchasing conditions, the supplier also acknowledges their exclusive validity for all further orders.

§1.3. Orders and contracts are binding if they are made in writing or confirmed in writing. The offer can only be accepted within a period of 14 days, unless something else has been agreed upon.

§1.4. For all contracts, RUBBEXX GmbH has the right to immediate termination without observing any notice period at the end of the month. If the aforementioned provision is invalid, the law shall apply.

## **§ 2. Delivery and Shipping**

§2.1. Delivery is made in accordance with the order or the subsequent instruction of the company Holste at the agreed dates. The contractor shall notify any changes to the dates immediately.

§2.2. The contractor must comply with the shipping regulations of the company Holste and of the carrier or freight forwarder. In all shipping documents, correspondence, and invoices, the order and article numbers of the company RUBBEXX shall be indicated.

§2.3. Costs of transport, including packaging, insurance, and any other incidental costs, shall be borne by the contractor, unless expressly agreed otherwise.

## **§ 3. Delivery Deadlines, Delivery Dates**

§3.1. The delivery deadlines or dates specified in orders are binding and are understood to mean arrival at the place of performance.

§3.2. The company RUBBEXX is entitled to refuse acceptance of goods that are not delivered on the delivery date specified in the order and to return them at the contractor's expense and risk or to store them with third parties.

## **§ 4. Quality and Acceptance**

§4.1 The contractor guarantees that the goods comply with the submitted specifications, relevant standards, and the state of the art.

§4.2 RUBBEXX reserves the right to inspect the goods immediately upon receipt for obvious and visible defects and to accept them only thereafter. In the event of a complaint, the contractor may be charged with the costs of inspection and replacement delivery. For any type of defects, the period for notification is 14 days from the time they are discovered. The contractor waives any objection of late notification regarding hidden defects during the warranty period.

§4.3. The measurements, weights, and quantities of a delivery are binding according to the values determined during goods receipt inspection.

§4.4. In the event of an agreed contractual penalty for delivery delay, the claim to the contractual penalty remains valid even if it is not explicitly asserted at the acceptance of the delivery. Further claims also remain valid upon acceptance without any special reservation.

## **§ 5. Prices and Payment Terms**

§5.1 Agreed prices are maximum prices; price reductions in the period between order and payment of the invoice benefit the company RUBBEXX.

§5.2 Invoices must be issued immediately after dispatch of the goods, indicating the order and item number. Value added tax must be shown separately.

§5.3 Payment is made subject to proper delivery as well as correct pricing and calculations. If a defect subject to warranty is found, the company RUBBEXX is entitled to withhold payment until the warranty obligation has been fulfilled.

§5.4 Invoices are payable within 14 days with 3% discount, or within 30 days net cash from the date of the invoice.

## **§ 6. Set-off and Assignment**

§6.1 The contractor is only entitled to offset with undisputed or legally established claims.

§6.2 The assignment of claims against the company RUBBEXX is only effective with its written consent.

## **§ 7. Warranty**

§7.1. The contractor's warranty obligation is governed by the statutory provisions, unless otherwise specified below. The contractor shall indemnify RUBBEXX upon first request from all claims of third parties that are raised due to defects, infringement of third-party intellectual property rights, or product damage of its delivery attributable to its fault. The contractor assures product liability insurance.

§7.2 The warranty period is at least 12 months from delivery at the place of performance. If the statutory warranty period is longer, then this shall apply.

§7.3 In the event of a defective delivery, the contractor must, at the choice of RUBBEXX, provide free replacement, grant a price reduction in accordance with the statutory provisions on reduction, or remedy the defect free of charge. In urgent cases, RUBBEXX - after consultation with the contractor - is entitled to remedy the defects itself or have them remedied by a third party at the contractor's expense or to procure replacement otherwise. The same applies if the contractor is in default in fulfilling its warranty obligations. If an exceedance of the maximum allowable error rate is determined according to the statistical testing procedure specified in the order, RUBBEXX is entitled to assert defect claims regarding the entire delivery or, at the contractor's expense and after prior consultation with the contractor, to inspect the entire delivery.

§7.4 For replacement deliveries and rectification work, the contractor is liable to the same extent as for the original delivery item, including transport, travel, and labor costs, without limitation to these. The warranty period for replacement deliveries begins no earlier than the day the replacement delivery is received.

§7.5 The contractor is obliged to reimburse reasonable costs for a recall action under product liability law. A notification for commentary will be sent to the contractor by RUBBEXX as quickly as possible beforehand.

## **§ 8. Information and Data**

Drawings, designs, samples, manufacturing instructions, company-internal data, tools, equipment, etc., that we have provided to the contractor for submitting a bid or for carrying out an order, remain our property. They may not be used for other purposes, duplicated, or made accessible to third parties and must be kept with the care of a prudent businessman.

## **§ 9. Third-Party Intellectual Property Rights**

The contractor assures that the rights of third parties do not obstruct the intended use of the purchased goods, in particular that third-party intellectual property rights are not infringed. If, nonetheless, the company Holste is held liable due to a possible infringement of the rights of third parties, such as copyright, patent, and other intellectual property rights, the contractor shall indemnify it from this and from any related obligation.

## **§ 10. Data Protection**

The contractor declares his revocable consent to the effect that the communicated personal data will be collected and/or processed on a project-related basis in compliance with legal provisions.

## **§ 11. Severability Clause**

Should individual provisions of these terms and conditions be or become invalid, the remaining conditions shall remain effective.

## **§ 12. Place of Performance / Jurisdiction / Legal Status**

§12.1 The place of performance for the delivery is the respective shipping address of the company RUBBEXX.

§12.2 Only German law applies.

§12.3 The place of jurisdiction is the company headquarters of RUBBEXX, 73249 Wernau.

## **§ 13. Divergent Agreements**

Agreements that deviate from the content of these general terms and conditions of purchase are only valid if they are recognized by us in writing. Company RUBBEXX