

## **Buying Terms of the FRIEDRICH Schwingtechnik GmbH & Co KG**

### **1. Scope of validity**

Subject to abnormal written particular agreements we order exclusively on the base of the following buying terms which apply also to all incoming businesses. Diverse offer conditions of the suppliers shall not be effective even if we accept the goods without reserve.

### **2. Offer**

We retain proprietary right and copyright to all pictures, drawings, model devices and other records which were provided to the supplier. They are secret and must not be made available to third party without our explicit written consent. The records shall be used exclusively for the production based on our order. They shall be given back to us unasked after fulfilment of the order. The above mentioned obligations apply also to suppliers which shall not accept our offer.

### **3. Placing an order**

Orders are placed exclusively in writing. Other agreements or delivery modifications require prior written consent. We shall not settle any invoices which do not relate to written orders. The order shall be confirmed by the supplier by issuing a written notification or acknowledgement of unconditional delivery within a week.

### **4. Delivery period**

The delivery period mentioned in the order is binding and shall commence at the day of conclusion of the contract. If a date of delivery is mentioned, it is considered to be the date of goods entry. The supplier is obliged to notify us immediately in writing of circumstances endangering the date of delivery, including reasons and expected delay. Obligation of the supplier to deliver within the agreed period remains unaffected by this. In case of delayed delivery, liability subjects to legal provisions.

### **5. Delivery documents, payment**

Our order codes, goods codes, goods descriptions and quantities must be mentioned on all the delivery documents as well as on the invoice. The supplier is responsible for any occurred delay or other consequences caused by violation of this obligation.

Unless otherwise agreed in writing, we pay all the invoices within 14 days with a 3% discount or within 60 days net after shipment and receipt of the invoice.

## **6. Quality**

The supplier ensures that the supplied goods correspond to the desired directives as European standards, DIN / ISO / VDE standards or other agreed specifications are.

## **7. Liability**

Our incoming goods inspection checks rightness of the delivery for number of pieces, dimensions, weight and other quality signs. The supplier shall be informed about obvious defects within 10 days after the acceptance of the goods. The supplier shall be obliged to replace the goods free of charge and eventually to compensate our occurred losses, even if the defects are not recognizable during delivery and are detected only during detailed inspection, processing or application of the goods. Defects detected and reported during the credit term lead to extension of the credit term till total removal of the defects. Executed payments do not disclaim the complaint. In other cases liability and product guarantee follow the legal provisions.

## **8. Settlement**

We are entitled to settle all our claims which we apply against the supplier, if legally permissible, with all the claims which the supplier applies against us.

## **9. Applied law/Court of venue/Place of fulfilment**

German law shall apply. Court of venue in Düsseldorf. Place of fulfilment shall be Haan.

## **10. Final provision**

If one of the provisions of this Buying Terms is invalid, the validity of the other provisions remains unaffected.

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