

General Terms and Conditions of Purchase

of

Berghof GmbH

Berghof Automation GmbH

Berghof Products + Instruments GmbH

Berghof Fluoroplastic Technology GmbH

Berghof Membrane Technology GmbH

Berghof Umweltengineering GmbH

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A. General Terms and Conditions

§ 1 Scope

1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") apply to the whole spectrum of our purchasing activities i.e. to all purchases by us of any goods, services or work.
2. These GTC apply exclusively and without the need of further reference to future orders placed with the Supplier. These GTC shall also apply to all future transactions as well as to all business contacts with the Supplier, including but not limited to the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if no reference is made to them again.
3. Any deviating terms and conditions of the Supplier shall not apply, unless expressly agreed by us in writing. We expressly object to accept any general terms and conditions of the Supplier. Our General Terms and Conditions shall also apply if we accept rendered services or delivered goods without our expressed objection to any deviating general terms and conditions of the Supplier.
4. Any previous agreements or previous versions of our General Terms and Conditions shall be revoked by these General Terms and Conditions of Purchase
5. Our General Terms and Conditions only apply to businesses, legal entities of public law or public special funds subject to § 310 (1) BGB (German Civil Code).
6. Any Performance of the act of supply or service ordered shall be deemed to constitute acknowledgement of the application of these General Terms and Conditions of Purchase.

§ 2 Order, Contract Formation

1. We place our orders, order amendments and delivery schedules in writing, by remote data transmission, in particular by email or by fax. In case of doubt, the content of oral agreements, either in person or by telephone shall only be binding upon our confirmation in writing.
2. Every order, order amendment as well as every call-off must be confirmed by the Supplier in writing without undue delay. In case our order contains an offer to a contract formation, such offer can only be accepted within 5 working days of receipt by means of a written order confirmation. If we order with shorter notice, the order confirmation must be received by us within reasonable time before dispatch. The Supplier must state our order number within its order confirmation. For orders placed by us on the basis of existing offers, the order confirmation must be issued within 3 working days of receipt of the order confirmation. Delivery call-offs shall become binding if the Supplier does not object to them within seven working days after receipt.
3. Quotations or cost estimates submitted to us by the Supplier shall be deemed binding. They must be submitted free of charge.
4. The Supplier shall be obliged to state our company codes specified in our non-binding enquiry in all correspondence. In any case, the Supplier must state our order number, our article number, and, if already assigned by us, the name of the contact person within our company.
5. Any reference of the Supplier to our business relationship in regard to advertising materials or reference documents or the use of our trademarks requires our prior written confirmation.

§ 3 Subject matter of Performance, Obligation to Update

1. The Supplier is obliged to deliver or perform the supply/service ordered by us in accordance with the contractual agreements. Any deviations must be agreed by us in writing. The Supplier guarantees that the supply/service will be performed state of the art, with the use of suitable materials and complies with the applicable statutory, safety and environmental protection

regulations which constitute applicable law or which have already been adopted with a transitional period and are designated to come into force.

2. The Supplier shall pack the goods exercising due commercial care. Several goods of a consignment may be delivered in one transport container, but must be packed separately and be identifiable.
3. If we order services from the Supplier which involve the provision of digital content or digital services in accordance with Section 327 (2) of the German Civil Code (BGB) (digital goods), the Supplier shall be obliged to provide updates in accordance with Section 327f of the German Civil Code and to inform us thereof.
4. If we order goods which the Supplier manufactures according to a drawing, sketch or model provided by us, the Supplier must submit us, at our request, a test report accompanied with the supply, to prove whether the product specifications such as dimensions etc. are complied with.
 - 4.1. If the Supplier implement changes in regard to the type of composition of the processed material or design of its goods or services compared to deliveries or services previously provided to us, the Supplier is obliged to inform us of such circumstance without undue delay. Any changes shall require our prior confirmation.
 - 4.2. The Supplier must carry out our orders itself within its own company and on its own premises. Any subcontracting or transfer of orders to third parties requires our prior written confirmation. If the subject matter of our contract with the Supplier is consultancy services or other services which, according to their content, require personal performance by a specific person as the basis of the contract, the Supplier shall be obliged to perform the services by the respective person.
 - 4.3. If we commission the Supplier with the provision of non-physical services including but not limited to design, consulting or programming services, the Supplier grants us, with regard to such results, the exclusive, irrevocable, transferable, royalty free and worldwide right of use. Any inventions resulting from the provision of services must be notified to us. The Supplier shall be obliged to grant us the exclusive, irrevocable, transferable, royalty free and worldwide right to use such inventions. Personal rights of the inventor shall remain unaffected.
 - 4.4. If we commission the Supplier with the provision of consulting, service or work performance for our customers, the Supplier shall observe our instructions, including but not limited with regard to quality management and documentation requirements.
 - 4.5. If we commission the Supplier with the creation of copyright-protected works, the Supplier shall grant us an exclusive, unlimited, royalty free and worldwide right of use. The right of use includes the right to reproduce the work in tangible form, to distribute it, to exhibit it, to transfer it to image and sound carriers and to reproduce the work in intangible form and provide it to public. The granting of the right of use includes the right
 - 4.5.1. to reproduce and distribute the work in print media (including but not limited to in advertising leaflets, business cards, company brochures, business letters, newspapers, magazines, brochures, books, on posters and signs),
 - 4.5.2. to store, reproduce and distribute the work on sound or data carriers (including but not limited to magnetic, optical, magneto-optical and electronic carrier media such as CD-ROM, CD-I and other CD derivatives, DVD, floppy disks, hard disks, RAM, microfilm, video cassettes), irrespective of the transmission, carrier and storage technologies;
 - 4.5.3. to provide the work to the public by means of digital or analogue electronic distribution by wire or wireless means, irrespective of the technology used, via telecommunications and data networks of all kinds (including but not limited to online services, internet, intranet, cable systems, satellite systems, via mobile services such as mobile phones, WAP services, teletext or navigation systems), including the right to allow users to "download" the work;
 - 4.5.4. to reproduce the work in public, in particular to exhibit it;
 - 4.5.5. to take photographs and to record the work on video or other film carriers and to reproduce and distribute as well as to make in public available and in public reproduce photographs and recordings thus made in accordance with clauses 4.5.1 to 4.5.4.
 - 4.5.6. to use the work in ways not yet known,
 - 4.5.7. to transfer all rights of use individually or comprehensively to third parties or to grant third parties the right(s) of use. The Supplier hereby agrees to the transfer of the right(s) of use to third parties.

§ 4 Prices and Terms of Payment

1. The agreed prices are fixed prices. If no prices are stated in the order, then the Supplier 's list prices as well as the customary trade deductions shall apply. If the Supplier reduces the prices for the ordered goods upon or before dispatch, then the reduced prices shall apply.
2. The Supplier shall be obliged to take back the packaging upon our demand.
3. Invoices must indicate the order number shown in our order; the Supplier shall be deemed responsible for all damages, loss or other consequences resulting from non-compliance with this obligation.
4. Payment periods begin to run from the date of delivery or performance specified, but at the earliest from the date of receipt of the goods or the date of complete performance of the service and acceptance thereof - insofar as this has been agreed or is provided for by law – as well as receipt of a valid invoice. If the issuance of further certificates or material inspection certificates has been agreed, the payment periods shall not begin before receipt of these documents. These documents form an essential part of the of the delivery and must be submitted no later than five days after receipt of the goods or invoice.
5. Unless agreed different in writing, the Supplier grants us a deduction of 3 % if payment is made within 14 days; otherwise payment will be made net within 30 days after receipt of the invoice.
6. We are entitled to the rights of set-off and retention to the extent provided by statutory law; claims existing against us may only be assigned to third parties with our prior written confirmation. Payments made shall not be deemed to be acceptance of the performance as being in accordance with the contract.

§ 5 Models, Drawings, Sketches, Logo

1. If, within the framework of a supply or service, we provide the Supplier with models, samples, production equipment, tools, measuring and testing equipment, drawings, works standard sheets or other materials to be provided within the scope of a supply/service, these shall remain our property.
2. The attention of the Supplier is hereby drawn to the fact that our drawings or sketches, as well as our logos and all data produced by us, are protected under copyright law and/or under trade-mark law. The Supplier therefore undertakes that, without our prior consent in writing, the Supplier will not pass on the following to third parties nor use the same for non-contractual purposes: our logo, the drawings or sketches and data, as well as the tools and models manufactured on the basis thereof. For each case of negligent infringement of this undertaking, we shall be entitled to claim an appropriate contractual penalty which is verifiable by the competent court; the Supplier is entitled to prove that we have incurred no or less damage.
3. The Supplier transfers ownership to us in respect to order-related production equipment, tools and models manufactured by him at our expense upon production or, as appropriate, on despatch of the supply contracted for. We accept the transfer of ownership. If such items remain with the Supplier, then delivery thereof to us shall be substituted by our approval to the Supplier to retain the manufacturing equipment and tools as gratuitous bailee for the purpose of the performance of the order.
4. Insofar as the Supplier produces goods on our behalf and with our assistance - including but not limited to by providing models, drawings, etc. - the goods of the relevant type may be produced exclusively for us and delivered and sold to us.

§ 6 Time of Delivery and Supply, Default

1. Time is of the essence. The delivery date stated by us shall be deemed binding. We are not obliged to accept early deliveries. Delivery periods shall begin upon receipt of the order by the Supplier. Our receipt of the goods or of the act of performance (of the services or work) shall be decisive for the purpose of establishing whether the delivery-date or the period for supply has been complied with. The Supplier shall be deemed in default of delivery at the time of exceeding the agreed delivery date, even without issuing a notice of default.
2. The Supplier shall notify us in writing without undue delay, if circumstances arise or become apparent which give reason to believe that the agreed delivery-time or time of supply cannot be met. This notification shall not release the Supplier from its liability for delay.
3. The Supplier may only invoke the lack of required documents or information or materials to be provided by us as an obstacle

to performance, if the Supplier has sent us a written reminder for the handover of such documents, information and/or materials and has not received them within a reasonable period of time, provided however that we owe to undertake such actions and/or handover.

4. Early deliveries do not affect the due time for payment. Partial deliveries shall only be accepted if expressly agreed. The remaining which is still outstanding is to be specified in the delivery documents. If partial deliveries have not been agreed, the agreed payment due date shall be calculated at the earliest from the date of the complete delivery.
5. If the Supplier is in default, we may - in addition to further statutory claims – demand a lump-sum compensation for our damage caused by such default. We shall be entitled to claim 1.5% of the net price per completed calendar week, limited however to a maximum of 5% of the net price of the goods in default. We reserve the right to prove that we have incurred higher damages. The seller reserves the right to prove that we have incurred no damage or lower damage. We shall claim the contractual penalty at the latest upon full payment of the purchase price.

§ 7 Transfer of Risk, Packaging, Delivery, Product Specifications

1. Unless agreed different, the delivery of goods, if shipped from a domestic Supplier, shall be executed to our stated delivery address (delivery address): CIP (Incoterms 2020) or, if delivered from abroad, shall be executed insured and duty paid: DDP (Incoterms 2020) to our stated delivery address. In case of purchase contracts, the transfer of risk shall only pass to us upon our receipt of the goods.
2. Packaging
 - 2.1 Packaging costs shall be borne by the Supplier.
 - 2.2 The Supplier is obliged to take back and dispose transport and outer packaging at its own expense.
3. A delivery note is to be enclosed to all deliveries; the respective shipping documents shall be sent in on the day of despatch. Complete order and article numbers must be stated in dispatch notes, consignment notes, package addresses, delivery notes and invoices. The VAT ID number of the Supplier must be apparent. Delivery notes and invoices must be issued in duplicate and must contain the delivery note or invoice numbers, as appropriate. Supplies without sufficient accompanying documents will be held back in handling and payment until clarification. The goods shall be stored by us at the Supplier's expense and risk until rectification by the Supplier. Time-periods for grant of a discount / deductions shall begin upon providing the sufficient accompanying documents by the supplier. The Supplier shall be exclusively liable for negligently caused damages and costs arising due to faulty observance or non-compliance with these terms and conditions.
4. The goods supplied or, as appropriate, the services must comply with the generally acknowledged state of the art, the applicable statutory, safety and environmental protection regulations which constitute applicable law or which have already been adopted with a transitional period and are designated to come into force, including but not limited to the relevant public law regulations of Germany and the European Union (including, but not limited to: Low Voltage Directive, EMC Directive as far as they are the responsibility of the Supplier, RoHS Directives, REACH Regulation) as well as the US regulations in connection with "Conflict Minerals" (Dodd-Frank Act).

§ 8 Specification and Quality of the Goods

1. The Supplier guarantees that its delivered goods comply with our order specifications (including, but not limited to drawing specifications).
2. The Supplier is obliged to inform us of any changes in the type of composition of the processed material or in the design of its goods or services in regard to similar deliveries or services previously provided. These changes require our prior consent.
3. The Supplier is obliged to maintain a quality assurance system. This includes, but is not limited to the surveillance and maintenance of the acknowledged quality standards, the traceability of delivered batches and its origins, as well as regular quality inspections and an inspection of any goods intended to be supplied to us. The Supplier is obliged to record its actions and measurements. The Supplier is obliged to provide us with such records upon our request.

§ 9 Warranty

1. The Supplier is obliged to carry out an inspection of the goods prior to dispatch. The inspection must include, but is not limited to, a verification of functionality and a verification of compliance with the specifications of the goods. We accept delivered goods subject to our inspection of the goods for defects. Our duty of inspection of the goods pursuant to § 377 of the German Commercial Code (HGB) shall be limited to defects that are, in external inspection, visible at first sight (for e.g. transport damage, aliud).
2. We shall be deemed to have fulfilled our duty to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB) with regard to obvious defects in the supply/service, if we submit such notice within 30 working days after receipt of the supply. To the extent that an inspection of the supply within this period is not feasible in the ordinary course of business, we shall notify the Supplier of obvious defects without undue delay after the inspection and recognition of the defect. In this respect, the Supplier waives its right to allege the notification of defects has been submitted late.
3. The limitation period for warranty claims, including claims for damages due to defects, is 36 months from the statutory commencement of the limitation period; provided however that statutory law provides does not provide for longer limitation periods for the corresponding warranty claims, in which case these longer periods shall be deemed applicable.
4. The limitation period shall be suspended for the duration of the Supplier 's attempts of subsequent performance. The suspension of the limitation periods begins at the time of our notification of defects. The suspension of the limitation period shall only end at the time when the replaced goods are usable and free from defects and shall then continue for at least three months. For goods newly delivered within the limitation period within the scope of the warranty for defects, the limitation period shall begin anew at the time the Supplier has completely fulfilled its obligation to subsequent delivery, provided however the Supplier did not consider itself obliged to provide subsequent delivery, but only provided such actions as a gesture of goodwill.
5. If we accept to take back the product sold to our customers due to its defectiveness caused by a supply/service of the Supplier, or if our customer reduces the purchase price/agreed remuneration, we shall be entitled to exercise the rights specified in § 437 BGB and § 445a BGB against the Supplier without the need to set a deadline.
6. If a defect becomes apparent within 12 months after transfer of risk, it shall be presumed that the goods were already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the goods or the defect.
7. If the Supplier 's supply/service received by us is defective in title (e.g. due to an infringement of IP rights), the Supplier shall indemnify us against any claims by third parties, provided however that the Supplier has negligently caused the damage claimed.

§ 10 Liability

1. The Supplier shall be liable to us for any damage caused by him or its vicarious agents on an unlimited basis and irrespective of the degree of negligence or fault in accordance with the statutory provisions.
2. The limitation period for claims for damages due to defects shall be 24 months from the delivery of our manufactured product using the Supplier 's supply/service to our customer, but for a maximum period of 36 months from the delivery or acceptance of the goods at our premises. In case longer statutory limitation periods are applicable such statutory periods shall apply. In case longer statutory limitation periods are applicable in regard to claims for damages due to a defect of our manufactured product using the Supplier 's supply/service, these longer periods shall also be deemed agreed in relation to the Supplier. To the extent applicable, the Supplier shall be liable in accordance with the Product Liability Act.
3. If a claim is made against us due to an infringement of a national-, foreign- or official safety-regulations or product liability rules or due to a defect in our products which is attributable to deliveries or services of the Supplier, we shall be entitled to demand compensation from the Supplier for the damage and indemnification against corresponding claims of third parties. However, in cases of fault-based liability, this shall only apply if the Supplier is at fault. If the grounds of the damage lies within the Supplier 's area of responsibility, then, to that extent, the Supplier bears the burden of proof.
4. The costs which are to be reimbursed by the Supplier also include the costs of any recall-action which may be necessary, as well as the necessary costs of legal action. The Supplier will be informed of the content and scope of the recall action to

be carried out. The Supplier is obliged to conclude a manufacturer's public liability insurance covering its liability as manufacturer of the goods supplied.

§ 11 Rights of Withdrawal in the Event of Force Majeure

If, due to events of force majeure, including, but not limited to epidemics or pandemics, industrial disputes, interruptions of operations, riots, official measures or other unavoidable events, which occur after conclusion of the contract, the demand for the ordered goods is substantially reduced through no fault of our own, we may withdraw from the contract in whole or in part or demand performance at a later date, without the Supplier being entitled to any claims against us as a result, provided however the designated events are of significant duration.

§ 12 Industrial Property Rights, Right of Use

1. The Supplier guarantees that no third party rights are infringed in connection with its supply of goods.
2. If claims are made against us by a third party alleging infringement of IP-rights, then the Supplier shall be obliged to indemnify us against such claims on our first written request, provided however that the Supplier has negligently caused the damage claimed.
3. We shall be exclusively entitled to any industrial or other property rights arising in the course of the execution of the order. In case these rights arise for the Supplier due to mandatory statutory provisions, the Supplier is obliged to grant us an exclusive, irrevocable, transferable, royalty free and worldwide right to use the results.
4. If the Supplier already owns commercial protective rights to the supplies or services ordered or with regard to processes for their manufacture, then these are to be notified to us on request stating the relevant registration number; we then shall receive a non-exclusive, irrevocable, transferable, royalty free and worldwide right of use.
5. If the Supplier is obliged to deliver documents, then the Supplier shall hand them over to us and transfer title to us at the due date; a right of retention of the Supplier shall be excluded.
6. The Supplier grants us with regard to all copyright-protected work results which have arisen on the occasion of the execution of our order, at the time of their creation, without further remuneration, the exclusive, irrevocable, transferable, royalty free and worldwide right to use the work results in all - even as yet unknown - types of use, in particular to reproduce them, to make them accessible on the internet, to develop them further or to change them.

§ 13 Ownership, Retention of Title

1. All items, such as tools, presentation pieces, sample specimens or models, which have been handed over to the Supplier, shall remain our property. The Supplier undertakes to maintain strict secrecy in this respect and to return the items without undue delay at any time upon our request. The passing on to third parties or the use for own purposes (with the exception of the provision of services for us) is prohibited.
2. The Supplier is obliged to transfer title to us in regard to goods manufactured at our expense (including but not limited to moulds, tools, devices) upon manufacture or dispatch of its supply. We accept the transfer of title. If the goods remain with the Supplier, the transfer of title shall be deemed to take place upon creation of the goods at the Supplier's premises, even without handing over the goods to us. The handover shall be deemed replaced by the fact that the goods are loaned to the Supplier for the execution of the order. Any changes in regard to such goods may only be made with our written confirmation. The Supplier shall, within the scope and to extent of the existing agency relationship (Besitzmittlungsverhältnis), be liable for any damage and/or loss in accordance with the statutory provisions.
3. In case we bear part of the production costs with regard to specific production-items, the Supplier shall transfer co-title to us in the ratio of our share of the total manufacturing costs. We accept the transfer of (co-)title. The Supplier shall only be entitled to use the production-items, tools or models to which transfer of co-title was made to us for the benefit of other purchasers with our written confirmation.
4. The transfer of title of the goods to us by the Supplier shall be unconditional; i.e. without regard to any payment of the purchase price. If, however, in an individual case, we accept an offer to transfer title conditional on payment of the purchase

price, the Supplier 's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, including, but not limited to the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

5. If we provide the Supplier with models, samples, production equipment, tools, measuring and testing equipment, drawings, works standard sheets, printing templates or other materials to be provided within the scope of a supply/service, these shall remain our property. They shall be stored by the Supplier exercising due commercial care, free of charge and separately from other items in its possession, marked as our property and used by the Supplier only for the fulfilment of our supply/service. Models and tools made available to the Supplier are to be insured covering damages caused by catastrophes such as fire, water, theft and loss at its expense.

§ 14 Software

1. Unless agreed different, the Supplier shall grant us a non-exclusive, royalty free, transferable and sub-licensable, worldwide right of right to use both, the provided software and the associated documentation. This right of use includes, but is not limited to the duplication, distribution, public reproduction and making available to the public of the work in all known types of use, including the right to process and further develop the work and to use the results thereof to the aforementioned extent. For clarification: we shall be entitled to provide the software to our customers.
2. We may, at our own discretion, make copies of the software for the purpose of data backup.

§ 15 Confidentiality

1. The Supplier undertakes, during the term of the contract, to keep secret all information which becomes accessible to him in connection with the contract and which is designated as confidential or which is recognisable as being a business or trade secret due to other circumstances ("Confidential Information"), and further undertakes not to record or pass on any such Confidential Information to any to third party or exploit such information in any way, unless this is expressly approved in writing beforehand or required to achieve the purpose of the contract. This confidentiality obligation shall remain in force for a further five years after the complete performance or ending of the related order.
2. The Supplier 's obligations under Clause 1 shall also apply to business secrets within the meaning of § 2 Clause 1 of the German Business Secrets Act (GeschGehG).
3. The Supplier undertakes to protect business secrets within the meaning of § 2 No. 1 GeschGehG the same way as other Confidential Information from being obtained by third parties by means of confidentiality measures that are appropriate under the circumstances. The secrecy measures shall at least correspond to the level of care customary in the trade as well as the level of protection that the Supplier applies to its own trade secrets of the same category.
4. The above shall not apply to any information which,
 - was already known to the Supplier before the start of the contract negotiations or which are communicated by third parties as non-confidential, provided that these do not violate confidentiality obligations on their part,
 - to the Supplier has developed independently,
 - is or becomes in public known through no fault or action of the Supplier, or
 - which must be disclosed due to legal obligations or official or court orders.

In the last situation the Supplier shall notify us without undue delay before any disclosure. If the Supplier claims one of the above exceptions to be applicable, the Supplier shall bear the burden of proof in this respect. Further obligations in relation to confidentiality existing at law shall remain unaffected hereby.

5. The Supplier shall not be entitled to obtain trade secrets or other Confidential Information by observing, examining, dismantling or testing our goods within the meaning of Section 3 (1) GeschGehG ("Reverse Engineering"), unless our goods have been made in public available.
6. For each case of a negligent breach of the confidentiality obligation by the Supplier, we shall be entitled to claim lump-sum

damage in the amount of EUR 10,000 (in words: ten thousand euros); the Supplier shall be entitled to prove that we have suffered no or less damage. If the proof is successful, the Supplier shall only be entitled to compensation for the damage actually incurred.

7. We reserve the right to prove a higher damage, and, if successful, claim such higher damage instead of the lump-sum compensation.

§ 16 Spare parts

1. The Supplier is obliged to supply spare parts for supplied goods at the minimum duration of the expected period of technical use the period of the goods, but at least for a period of ten years after delivery. The Supplier is obliged to provide the goods at reasonable prices, based on the conditions of our respective purchase order.
2. If, after such period has expires, the Supplier discontinues its supply of spare parts, then the Supplier must inform us accordingly and give us the opportunity to place a final order. If agreement on the terms of the order, or regarding the price, can not reached or if the Supplier discontinues supply of spare parts without notice, then, upon our request, the Supplier shall be obliged to hand over to us without undue delay, the documents required for manufacture of the spare parts. We shall be entitled to use the documents free of charge.

§ 17 Declarations

1. The Supplier is obliged to submit us any legally relevant declarations or notifications in writing.
2. This also applies to legally relevant declarations or notifications the Supplier has to submit to third parties, provided however that they are connected with the contractual relationship between us and the Supplier.

§ 18 CE Declaration of Conformity / Manufacturer's Declaration / Certificates

Delivered goods must comply with all regulations, directives and standards relating to the respective goods and must be accompanied with the prescribed certificates and confirmations. If a manufacturer's declaration or a declaration of conformity (CE) is required for the goods, the Supplier must, at its own expense and upon request, establish such CE confirmation and make it available without undue delay.

§ 19 Miscellaneous: Place of Performance, Place of jurisdiction, Applicable Law, Severability

1. The place of performance and jurisdiction for disputes with the Supplier as a merchant, legal entity under public law or special funds under public law shall be the respective registered office of the contracting Berghof company. Notwithstanding the above, we shall be entitled to commence legal proceedings in relation to the assertion of any claim against the Supplier at its general place of jurisdiction.
2. German law shall apply to the contractual and other legal relationships with the Supplier to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. The language of the contract shall be German. If the parties use another language in addition, the German wording shall prevail.
4. If any provision of these General Terms and Conditions of Purchase is or becomes invalid, this shall not affect the effectiveness of any other provisions or agreements.

Based on the applicable German law the following specific legal terms and phrases within these General Terms and Conditions of Purchase shall be interpreted as follows:

- agency relationship (Besitzmittlungsverhältnis)
- assurance (Zusicherung)
- completion (Fertigstellung)
- damages (Schadensersatz)
- executives (leitende Angestellte)

- goods; singular: item (Produkt(e), Ware(n))
- handover (Übergabe)
- nature of the work (Beschaffenheit des Werkes)
- recourse (Rückgriff)
- reduction in price (Preisminderung)
- replacement delivery (Nachlieferung)
- remedy (Reparatur)
- subsequent performance (Nacherfüllung)
- quality agreement (Beschaffenheitsvereinbarung)
- take back (Rücknahme)
- text (Textform)
- vicarious agents (Erfüllungsgehilfen)
- work performance (Werkleistung)

B. Special Terms and Conditions for the Purchase and Delivery of Goods

§ 1 Scope

The following Special Terms and Conditions for the Purchase and Delivery of Goods apply in addition to the General Terms and Conditions under Section A. to all contracts with the Supplier for the supply of goods.

§ 2 Warranty

1. To the extent we are entitled to claim subsequent performance, the Supplier shall, at our discretion, either remedy the defect or deliver defect-free goods. The provision of § 439 III BGB remains unaffected. If additional costs incur due to the fact that, after the supply to us, we have taken the defective goods to another location, then these additional costs shall be borne by the Supplier, provided however that such transportation corresponds to the intended use of the goods. In case of a defect, the Supplier shall be, within the scope of subsequent performance, obliged to bear all necessary costs, including but not limited to a qualified installation and removal of the goods have been combined to other items, whether movable or immovable, as intended.
2. If the Supplier's supplementary performance is unsuccessful or if the Supplier refuses the type of supplementary performance selected, then we have the following options: we may withdraw from the concluded contract, reduce the remuneration claim against us or, if the Supplier is not able to prove that has not negligently caused a breach of duty, claim damages in lieu of performance and claim for compensation of damage of any type. The same shall apply if subsequent performance by the Supplier is unacceptable for us. This shall be deemed the case in particular, if, despite having received a request to remedy the defect within a reasonable deadline, the Supplier does not fulfil its obligation without undue delay and acute dangers or major damage threaten to occur. In these cases, we shall, after consultation with the Supplier, and, if such consultation is refused by the Supplier, be entitled at our own discretion, to carry out the work which is required to remove the defects ourselves or to have it carried out by third parties at the Supplier's costs. This shall apply in particular if by having the defect remedied by us or by third parties commissioned by us greater damage - including, but not limited to claims by our customer due to default - can only be avoided. Statutory claims which go beyond this – as, for example, claims for reimbursement of expenses – shall remain unaffected.
3. If we are obliged to take back our product sold to our customers as a result of its defectiveness caused by a supply/service of the Supplier, or if our customer reduces the agreed remuneration, then we shall be entitled to the rights specified in § 437 BGB (German Civil Code) against the Supplier without the need to set a deadline. We shall be entitled to withdraw from the contract, reduce the agreed remuneration or, in the event the Supplier is not able to prove that the Supplier has not negligently caused a breach of duty, claim damages in lieu of performance and claim for compensation of damage of any type. If we had to reimburse expenses in relation to our customer as a result of the defectiveness of our product, which was caused by a supply/service of the Supplier, we shall be entitled to claim reimbursement of such costs from the Supplier. Section 479 of the German Civil Code (BGB) shall apply in respect of the limitation of these claims to recourse.

C. Special Terms and Conditions for the Purchase of Work Performances

§ 1 Scope

The following Special Terms and Conditions for the Purchase of Work Performances of Goods apply in addition to the General Terms and Conditions under Section A. to all contracts with the Supplier concerning the purchase of work performances.

§ 2 Acceptance

1. If we owe the acceptance of the work / work-performance within the scope of the respective order, we shall, after completion and handover, declare in writing our acceptance of the work / work performance, provided however that the work / work performance comply with the agreed specifications. with when the service has been rendered in accordance with the contract.
2. If we do not declare acceptance in due time, the Supplier is obliged to set us another reasonable deadline for the submission of the declaration. The work / work performance shall be deemed to have been accepted upon expiry of this period, if we neither declare acceptance nor state which defects still need to be remedied. The Supplier is obliged to inform us about this legal consequence upon setting the deadline.
3. The Supplier is not entitled to claim for partial acceptance.

§ 3. Remuneration, Acceptance, Due Date

1. The Supplier shall receive the remuneration agreed for the processing and manufacture of the contractual goods after acceptance in accordance with § 2. Any amendment in regard to the agreed remuneration can only be made in writing by mutual agreement.
2. The agreed remuneration shall cover all services which are necessary for the proper, complete and timely performance of the work / work performance as well as all other costs in regard to the Supplier 's fulfilment of the contractual obligations.
3. If the manufactured contractual goods (work / work performance) comply with the agreed specifications, then, we shall declare acceptance within the meaning of § 640 (1) of the German Civil Code (BGB). The Supplier is not entitled to claim for partial acceptance. The declaration of acceptance must be in writing (acceptance protocol). The acceptance protocol shall be drawn up by the Supplier and countersigned by us.
4. The remuneration shall be due for payment within 30 days after acceptance and delivery of the contractual goods (work / work performance) and receipt of an invoice in writing.

§ 4 Warranty

We shall be entitled to the rights specified in § 637 of the German Civil Code (BGB) in the event of defects even before acceptance.