I. Purchase orders

1. Purchaser shall be binding only if they are placed by Purchaser in writing.

2. The terms and conditions of purchase shall also apply exclusively if Purchaser accepts or pays for supplies in full awareness of contradictory or varying terms and conditions of Supplier.

III. Scope of supply/service

1. As part of the scope of supply/service – Supplier shall transfer to Purchaser ownership of all technical documents (also for subcontractors) and other documents needed for manufacture, maintenance and operation. Suppliers shall use German and shall be in agreement with the international SI standard system.

2. Supplier shall transfer all rights of use needed for the use of the supplies/services by Purchaser or third parties taking into consideration any patents, supplementary protection certificates, brands, designs, etc.

3. Purchaser shall have unconditional authority to carry out or have carried out by third parties repairs and modifications to the purchased supplies/services, and also to manufacture supplies/services of their own that have been manufactured by Supplier or third parties.

4. If weighing is necessary, the weight determined on the calibrated scales of Purchaser shall be valid.

5. Insofar as Supplier has the right to have the packaging needed for shipment/services provided by Purchaser, the packaging shall be retained by the Purchaser at his expense until the supplier’s claim has been satisfied.

6. As part of our energy management system, in accordance with DIN ISO 50001, we wish to use the most energy efficient solution.

II. Prices

- The prices are fixed prices. They are inclusive of everything Supplier has to do to fulfill supply/service obligation.

IX. Invoicing, payment, setting-off

1. Payment shall be made as agreed. Any delivery/service effected before the agreed date shall not affect Purchaser’s right to pay. Supplier shall only offset against uncontroverted or legally established claims.

2. Purchaser is entitled to offset receivables due to Supplier for all due receivables at all receivables due to ThyssenKrupp AG or companies in which ThyssenKrupp AG holds a direct or indirect controlling interest at the time of offsetting Group subsidiaries Art. 18 Stock Corporation Act (AktG).

3. The invoice shall be settled at the end of the month following the supply/service and receipt of the invoice.

4. An invoice issued in accordance with Art. 14 German VAT Act (UStG) is a prerequisite for payment.

X. Claims under liability for defects

1. Supplier guarantees that his supplies/services exhibit the agreed properties and fulfill the intended purpose. In the event that Purchaser incurs costs such as transport/handling, working and material costs or contractual penalties as a consequence of defective supplies/services, Supplier shall bear said costs.

2. The limitation period for defect liability claims shall begin with the full supply/service or, if acceptance testing is agreed, on acceptance.

3. The limitation period for defect claims is 36 months; longer statutory limitation periods shall remain unaffected by this. For newly supplied/performed or repaired parts, the period of limitation shall begin with the date of delivery/performance or use indicated in the purchase order.

4. In the event that the defect is notified within a period of seven working days of receipt of goods, or – for hidden defects – from the time of discovery, for defects notified within the limitation period, the period shall be extended by rather than six months after cessation of the notice of defects. Supplier shall not object on grounds of delayed notification.

5. All defects which are notified to deliveries or services is to be remedied by Supplier without delay and at no costs for Purchaser. The costs of remediating defects or supplying/performing replacements, including all incidental costs (e.g. freight) shall be borne by Supplier. Supplier culpably fails to begin remediating the defect immediately or fail to supply the service as contracted, Supplier is entitled to carry out the necessary measures himself or have them carried out by third parties at the expense and risk of Supplier. In the event of an emergency where, due to particular urgency, it is no longer possible to inform Supplier of the defect and immediately set Supplier a deadline for redress, Purchaser shall be entitled to eliminate the defects himself/herself and may then claim reimbursement against the price of Purchaser’s services.

6. Supplier shall hold Purchaser harmless from any claims arising from third parties.

XI. Place of fulfillment, legal venue

1. Place of fulfillment shall be the place of purchase indicated by Purchaser.

2. Place of jurisdiction shall be the domicile of Purchaser, or at Purchaser’s choice, Supplier’s general place of jurisdiction.

XII. Applicable law

All legal relations between Purchaser and Supplier shall be governed by the prevailing substantive law of the Principality of Liechtenstein in the exclusion of the United Nations’ Convention of April 11, 1980 on the Contracts for International Sale of Goods (CISG) in the currently valid version.

XIII. Prohibition of advertising/secrecy

1. The use of Purchaser’s inquiries, purchase orders and related correspondence for advertising purposes requires Purchaser’s express prior consent in writing.

2. Supplier shall maintain secrecy vis-à-vis third parties in respect of all operational events, materials, prepared materials and products supplied/provided to Purchaser.

XIV. Severability

Should individual provisions of the conditions become entirely or partly invalid, the remaining provisions shall remain valid. The same shall apply for the corresponding contract.

XV. Data protection

Purchaser points out in accordance with Art. 33 of the Federal Data Protection Act (BDSG) that he will store data relating to Purchaser on the basis of the Federal Data Protection Act.

XVI. REACH clause

Supplier must fulfill all specifications and measures resulting from the REACH directive for all materials, prepared materials and products supplied/provided to Purchaser.

XVII. Applicable version

The German version of these General Terms and Conditions of Purchase shall take precedence.