

General Conditions of Purchase (As of: July 2015)

§ 1 Application and Scope

These conditions of purchase apply solely for companies, legal entities under public law or special funds under public law in the sense of § 310 section 1 BGB (German Civil Code). Orders and commissions are solely placed on the basis of our general conditions of purchase.

We do not recognise opposing conditions of the supplier / contractor or those which are deviating from our general conditions of purchase, unless we have consented to their validity in writing. Our general terms and conditions of purchase are also valid, if we unconditionally accept the delivery/service of the supplier, although we have had knowledge of conditions of the supplier / contractor which oppose or deviate from our general conditions of purchase. These terms of delivery also apply for all future business transactions of Oemeta with the purchaser, provided that they are legal transactions of similar nature.

Reservations of title of the supplier apply only, if they refer to our payment obligation for the respective products, to which the supplier reserves the title. In particular, extended or expanded reservations of title are not permitted.

§ 2 Orders

Orders and contracts of any kind and their modifications and amendments shall be made in writing for evidential purposes. The execution of our order and/or our commission includes the acceptance of our conditions.

§ 3 Prices, Terms of Payment

The agreed prices are fixed prices and are quoted free delivery address incl. packaging and transport costs as well as transport insurance, unless no deviating agreement has been made. We pay invoices within 14 days less 2% discount, or within 30 days net upon receipt of the delivery/service and the invoice. In invoices, it is absolutely necessary to indicate our order number, delivery note number, and the date of the order. To the extent of the law, we are entitled to the rights of set-off and retention. Payment shall not be considered to be an acceptance of the delivery/service as being in accordance with the contract.

§ 4 Delivery, Transfer of Risk

The delivery dates or delivery periods specified in the order or the commission are binding. The receipt of the goods/service in perfect quality is decisive for the compliance with the delivery date or the delivery period. The supplier is obliged to inform us immediately in writing, if circumstances arise or become evident which are likely to render a delivery in due time impossible. In case of delayed delivery, we are entitled to the legal claims, especially the rights to compensation and withdrawal.

With the delivery of the goods to the delivery address specified by us, the risk shall pass to us. In case of machines and technical installations, the risk shall only pass to us after the positive confirmation of a functional test.

§ 5 Environmental Protection, Occupational Safety, Accident Prevention, Safety and Miscellaneous

The supplier is obliged to comply with the relevant legal provisions and sets of rules regarding environmental protection, occupational safety, accident prevention, and transport and plant safety.

During delivery or performance of the service, the instructions of our personnel regarding the behaviour on the company premises are absolutely to be complied with.

Contractors who are commissioned by Oemeta confirm upon conclusion of the contract that they comply with the provisions of the German minimum wage law

(Mindestlohngesetz – MiLoG). Any violation by the contractor is considered by both parties as important reason for an extraordinary termination of the contract.

Oemeta is entitled, to inspect at any time books and records, which are important for the compliance with the obligations arising from the MiLoG, and to take or to demand copies of the books and records (execution of audits). On demand, the commissioned contractor prepares for Oemeta translations of documents which are not written in German or English, at his own expense.

The commissioned contractor commits himself, on his part, to point the provisions of the MiLoG out to his suppliers and subcontractors and to have confirmed by them in writing the compliance with the provisions. He has to reserve corresponding powers of control (audits and extraordinary termination rights) and to make use of them if necessary. If he fails to do so, although it would have matched to the due diligence of a prudent businessman, then he has to indemnify Oemeta from possibly arising claims.

§ 6 Examination of Defects, Liability for Defects

The supplier guarantees that his delivery and service comply with the legal and contractual quality requirements and do not show any defects. We shall be entitled to the legal claims arising from a defect without any restriction. We are in every case entitled to demand from the supplier at our discretion the removal of defects or the delivery of a new item. The supplier shall bear all costs for the supplementary performance. Rights to compensation remain reserved.

Defects, especially variations in quality, are considered to be claimed in due time, if we send the supplier a notification within four (4) work days upon receipt of the goods at our house. By means of the acceptance of the delivery and service or of presented samples and/or specimens respectively by us shall not include the declaration that the good/service is in conformity with the contract and/or without any defects.

We are entitled to the legal claims arising from a defect of the item for a duration of three years calculated from the transfer of risk, unless longer periods are required by law.

§ 7 Liability, Release from liability, Product Liability

The supplier is liable for damages according to the legal regulations. If the supplier is responsible for product damage according to the legal provisions, he is obliged to release us from liability claims of third parties upon first request insofar, as the reason lies in his field of control and organisation and he himself is liable in the external relations. Within the framework of the duty of indemnification according to number 7. sentence 2, the supplier is also obliged to reimburse us for expenses according to §§ 683, 670 BGB and according to §§ 830, 840, 426 BGB, which arise from or in connection with a recall carried out by us. We will immediately inform the supplier – as far as possible and reasonable – about the content and scope of recalls carried out by us and will give him the opportunity to make representations. Other legal claims remain unaffected.

§ 8 Product Modifications and Procedural Modifications

Suppliers who are in a constant business relation with us are obliged to inform us in good time, if they intend to carry out modifications of products or procedures with regard to products purchased by us. As long as the approval process of the specific material is not completed, the supplier is obliged to provide Oemeta to the usual extent with the material purchased up to now.



General Conditions of Purchase (As of: July 2015)

§ 9 Trade Mark Rights

The supplier assures/warrants that he does not culpably violate the rights of third parties in connection with his delivery.

If claims are made on us by third parties because of the violation of industrial property rights, the supplier is obliged to indemnify us from these claims. The indemnification shall be made upon first request. Without the consent of the supplier, we are not entitled to reach any agreements (especially comparisons) with the third party. The duty of indemnification of the supplier does also apply for all expenses, which necessarily arise for us from or in connection with the claim by the third party. Unless no longer period is regulated by law, the limitation period for these claims is three years calculated from transfer of risk.

§ 10 Place of Jurisdiction, Place of Performance, Severability Clause

Provided that the purchaser is a merchant in the sense of the German Commercial Code, a legal entity or special fund under public law, Uetersen shall be the exclusive place of jurisdiction for all and any disputes directly or indirectly arising from the contractual relationship. Unless otherwise agreed, Uetersen is the place of performance. The contracts are governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods. If any provision in these terms of delivery or any provision under other agreements is or becomes ineffective, this shall not affect the validity of all the remaining provisions or agreements.

