

General Terms and Conditions of Purchase of JM-Jäger GmbH

(version 09/2017)

I. Validity

1. These General Terms and Conditions of Purchase shall apply to all - including future - orders for goods, services and contract work and their processing vis-à-vis companies within the meaning of Section 14 (1) of the German Civil Code (BGB). We do not recognise any terms and conditions of the seller that contradict or deviate from these terms and conditions of purchase, unless otherwise stipulated in these terms and conditions of purchase or in the contract with the seller. If we accept the goods without express objection, this shall in no case be deemed to imply that we have accepted the seller's terms and conditions.
2. Verbal agreements of our employees only become binding upon our confirmation in text form.
3. The preparation of offers is free of charge and non-binding for us.
4. The Incoterms in their respective valid version shall be authoritative for the interpretation of commercial clauses.

II. Prices

1. The agreed price is a fixed price.
2. In the case of pricing "free domicile", "free destination" and other "free of charge" deliveries, the price shall include freight and packaging costs. In case of unfree delivery, we determine the type of shipment.
3. Incoterms shall apply in their latest version.

III. Payment

1. Unless otherwise agreed or subject to more favourable terms and conditions of the Seller, payments shall be made within 30 days less 3 % discount or within 60 days net.
2. Payment and discount periods shall run from the date of receipt of the invoice, but not before receipt of the goods or, in the case of services, not before acceptance thereof and, insofar as documentation, test certificates (e. g. factory certificates) or similar documents are included in the scope of services, not before they are handed over to us in accordance with the contract.
3. Payments are made by cheque or bank transfer. Payment shall be deemed to have been made in due time if the cheque has been sent by post on the due date or if the bank has been instructed to make the transfer on the due date.
4. Maturity interest cannot be claimed. The default interest rate is 5% points above the base rate. In any case, we are entitled to prove a lower damage caused by delay than the seller's demand.
5. We shall be entitled to rights of set-off and retention to the extent permitted by law.

IV. Delivery Periods / Delay in Delivery

1. Agreed delivery dates and deadlines are binding. Imminent delays in delivery must be notified to us immediately in writing. At the same time, appropriate countermeasures must be proposed to prevent the consequences.

2. The receipt of the goods by us shall be decisive for adherence to the delivery date or delivery period, unless otherwise agreed in writing.

3. If the seller defaults on delivery, we are entitled to the statutory claims. In particular, we are entitled to demand compensation for damages instead of performance after the fruitless expiry of a reasonable grace period set by us. Our claim to delivery shall only be excluded if the Seller has paid damages.

4. The seller may only invoke the absence of necessary documents to be supplied by us if he has not received the documents even after a written reminder.

V. Retention of title

1. With regard to the Seller's rights of retention of title, the Seller's terms and conditions shall apply with the proviso that ownership of the goods passes to us upon payment and, accordingly, the extension form of the so-called current account reservation does not apply.

2. On the basis of the reservation of title, the seller may only demand the return of the goods if he has previously withdrawn from the contract.

VI. Execution of deliveries and transfer of risk

1. The Seller shall bear the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "free domicile" deliveries, until the goods are handed over at the place of destination. In addition, the Incoterms in their latest version shall apply.

2. Partial deliveries require our consent.

3. Excess or short deliveries shall only be permitted within the scope customary in the trade.

4. Packaging costs shall be borne by the Seller, unless otherwise agreed in writing. If we bear the costs of packaging in individual cases, this must be charged to us as cheaply as possible. The obligation to take back the goods shall be governed by the Packaging Ordinance of 21.08.1998, as amended from time to time. The costs for the return transport and/or disposal of the packaging shall be borne by the seller.

VII Declarations of originating status

1. At our request, the Seller shall provide us with a supplier's declaration on the preferential origin of the goods.

2. The following shall apply in the event that the Seller makes declarations of preferential or non-preferential origin of the goods sold:

(a) The seller undertakes to enable proof of origin to be verified by the customs administration and to provide the necessary information as well as any necessary confirmations.

(b) The seller shall be obliged to compensate for the loss or damage caused thereby, the declared origin is not recognised by the competent authority as a result of faulty certification or lack of the possibility of verification, unless he is not responsible for these consequences.

VIII. Liability for defects and limitation period

1. The seller must provide us with the goods free of defects of quality and title. In particular, he shall be responsible for ensuring that his deliveries and services comply with the recognized rules of technology and the contractually agreed characteristics and standards.

2. The goods will be checked for quality and completeness after receipt in the scope reasonable and technically possible for us. In the context of the incoming inspection, only examinations of the external condition that can be seen with the naked eye, but not examinations of the internal condition of the goods, are considered reasonable in the context of the incoming inspection, unless there are concrete indications of a defectiveness.

Notifications of defects shall be deemed to have been made in good time if they are received by the Seller within ten days by letter, fax, e-mail or telephone. The period for notification of defects shall commence at the time at which we - or, in the case of third-party business, our customers - have or should have detected the defect.

3. If the goods have a material defect, we shall be entitled to the statutory rights of our choice. Any rectification of defects by the Seller shall be deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract even if the seller's breach of duty in question is insignificant.

4. We may also demand reimbursement from the seller of those expenses in connection with a defect which we have to bear in relation to our customer, if the defect already existed at the time of transfer of risk to us.

5. The statutory limitation periods shall apply to our claims for defects.

6. The seller assigns to us already now - on account of performance - all claims which he is entitled to against his suppliers on the occasion and in connection with the delivery of defective goods or such goods which lack guaranteed characteristics. In order to assert such claims, he shall provide us with all necessary documents.

IX. Place of Performance, Jurisdiction and Applicable Law

1. Unless otherwise agreed, the place of performance for delivery is our registered office.

2 Place of jurisdiction is our registered office. We can also sue the seller at his place of jurisdiction.

3. All legal relations between us and the Seller shall be governed by German law in addition to these terms and conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980.