

I. Application of the purchasing conditions

1. These conditions apply to all contracts which Gaplast GmbH concludes as buyer or purchaser, to the extent not otherwise agreed explicitly and in writing. Only written orders or those issued through electronic communication are binding. The supplier has to comply with the specifications of Gaplast and in case of discrepancies has to point out formally and in writing.
2. The purchasing conditions of Gaplast GmbH also apply to future transactions with the supplier.
3. Rights that Gaplast GmbH is entitled to, according to legal provisions beyond the purchase conditions, remain unaffected.
4. In the case of conflicting terms and conditions, the statutory provisions of the German Commercial and Civil Code shall apply exclusively.

II. Completion of Contract

1. Only written orders of Gaplast GmbH are binding. In case of informal business transactions any order of Gaplast GmbH is regarded as commercial letter of confirmation.
2. If Gaplast GmbH remains mute about suggestions, demands or proof of the supplier this shall in no way be deemed consent, unless it is expressly agreed otherwise in writing.
3. The supplier agrees to check the order immediately for any obvious errors, ambiguities, incompleteness and unsuitability of the specifications chosen by Gaplast for the intended use and to inform Gaplast immediately of necessary changes or clarifications of the order.
4. Tool drawings and technical specifications for equipment or tools are an essential contractual basis of the order and property of Gaplast GmbH. Breach of contract allows Gaplast GmbH to reclaim any performed prepayments and to withhold further payments until the complete fulfillment of the contract.

III. Extent and content of the obligation to perform

1. The extent of the liability of the supplier results from the specifications, drawings, designs, films, patterns and work descriptions, and/or, where there are none, from the information provided in quotations and brochures of the supplier.
2. All goods delivered must comply with the respective and valid DIN and / or EU standards / guidelines as well as other industry standards and guidelines, unless otherwise agreed explicitly and in writing.
3. Gaplast GmbH accepts only the quantities or numbers of items ordered. Over-delivery, under-delivery or partial delivery is only permitted with the prior consent of Gaplast GmbH.

IV. Modification of goods and services

1. If during the execution of the contract modifications of the original agreed contract are necessary or expedient the supplier shall notify Gaplast GmbH stating the associated extra or reduced costs immediately. Gaplast GmbH will then state whether the proposed amendment is approved. With the consent of Gaplast GmbH the remuneration of the supplier reduces or increases automatically according to the proposed amendment described under clause 1.

V. Delivery / Delay

1. The delivery dates agreed in the contract documents (purchase order, order confirmation, general agreement) must be adhered to.
2. The supplier is obliged to notify Gaplast GmbH immediately in writing and stating the reasons and the expected duration of the delay.
3. If the delay is based on the lack of documents or materials to be provided by Gaplast GmbH the supplier may only refer to this when he previously has sent a reminder in writing and was not provided with the missing documents or material within a reasonable period of time.
4. In case of delivery delay Gaplast GmbH shall be entitled to enforce its legal claims unrestrictedly. Acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.
5. Notwithstanding the above, Gaplast GmbH is entitled to demand from the supplier a penalty of not more than 5 % of the total contract value of the delivery starting from the date of the occurrence of the delivery delay. If the supplier is providing proof that Gaplast GmbH incurred no or a much lower, at minimum a 10 % lower loss, Gaplast GmbH will reduce the penalty adequately. Gaplast GmbH reserves the right to demand compensation exceeding the penalty.

VI. Transfer of perils, transport, ownership

1. Unless otherwise agreed in writing or apparent from the order the delivery has to be carried out at the expense of the supplier to the delivery address named by Gaplast GmbH. The risk shall pass to the purchaser upon receipt of the goods at Gaplast GmbH.
2. Each delivery must be accompanied by a shipping note stating the order number and the order item.
3. On arrival of the goods at Gaplast GmbH the ownership is transferred to the purchaser. Gaplast GmbH disagrees with an -extended- retention of title by the supplier.

VII. Prices and payments

1. The price indicated in the order is binding.
2. Dispatching the goods the invoice has to be issued and sent to Gaplast GmbH.
3. As long as no testable invoice in accordance with the order exists there is no obligation to pay. The invoice must comply with applicable tax law when issuing the invoice. The following required information is mandatory and has to be included into the invoice: name and address of the supplier, order number purchase order item(s), invoice number, tax identification number amount due and currency.
4. If the invoice is not according to the aforementioned requirements, it shall be

considered unwritten. Then Gaplast GmbH is entitled to refuse to pay.

5. In case of defective goods or services Gaplast GmbH is entitled to withhold payment until proper fulfillment without loss of rebates, discounts or similar payment benefits. Gaplast GmbH is also entitled to the right of retention if duty and claim are not in a legal context.
The payment for accepted unobjected goods or services takes place within 14 days after receipt of goods and invoice with a 3 % discount or within 60 days net.

VIII. Guarantee/ warranty claims/ liability

1. The supplier is responsible to ensure that all objects delivered by him and all services rendered by him correspond to generally accepted rules of technology, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations at the time of transfer of risk, and that he is not aware of impending changes.
2. Gaplast GmbH will notify the supplier in writing of any defects, transport or package damages of the delivery as soon as they are discovered in the course of an ordinary business process, apparent defects, however, at latest within 14 working days after delivery of the goods, not recognizable defects within 7 working days after their discovery. The date of dispatch of the notice of defect is relevant for the determination of the final date.
3. If claims for faults against the supplier are subject to the contract the supplier takes over guarantee for his services / goods, that the delivery item does not show defects that affect use or operation and which can be presupposed according to the contract and / or are properties warranted by the vendor. Clause 1 and the other defect regulations also apply to specified performance and consumption figures and also extend to objects of delivery which the supplier has sourced from third parties.
4. If the service provided by the supplier is defective or non-contractual Gaplast GmbH may either claim to remedy the defect within a reasonable period, the supply of a defect-free part of the delivery, the reduction of the order price or withdraw from the contract.
5. The defective goods or services remain at Gaplast after notification of the defect until the delivery or performance of a corresponding replacement and in case of need can be used by Gaplast GmbH without this use to be considered approval of defective goods or services.
6. If the supplier does not fulfill his obligation to supplementary performance within a reasonable time set by Gaplast GmbH, was the rectification wrongly refused by the supplier or did it fail or is it unreasonable for Gaplast GmbH, especially in case of imminent danger, the necessary measures may be carried out by Gaplast or a third party at the supplier's expense, without prejudice to the warranty claims against the supplier. Gaplast GmbH is entitled to offset the costs necessary for the remedy of the defect or to claim the right of retention. This also applies in the event that demand and counterclaim does not arise from the same transaction / contract.
7. The supplier is liable for replacement deliveries and rectification work to the same extent as for the original item. For these supplies the period for defects begins to run anew.
8. The supplier is liable for all culpable - also slightly negligent - caused damage or loss arising in connection with the performance of the supplier. This also includes damages that occur during the delivery or performance. The supplier is also liable for his own negligence as well as for the negligence of his appointed subcontractors, assistants and vicarious agents. An exculpation of the supplier is excluded in accordance with § 831, paragraph 1, clause 2, BGB.
9. Providing it is not agreed otherwise in these purchase conditions the statutory regulations governing defects shall apply.

IX. Reach-Regulation

1. If the Supplier domiciles in the European Union or is represented within the EU by an exclusive agent („Only Representative“)(„OR“) in accordance with Art. 8 of the EC Regulation number 1907/2006 come into effect on 01.06.2007 („REACH-VO“), then he is obliged or has to commit its subcontractors and / or their suppliers within a supply chain for substances which are supplied to Gaplast, are included in goods delivered to Gaplast or are released from this, to perform a pre-registration or approval after REACH.
Violations of the supplier of the obligations of this clause entitle Gaplast to withdraw from the contract / order.

X. Product liability / Regress

1. If claims are asserted against Gaplast GmbH because of the violation of official safety regulations or due to domestic or foreign product liability regulations or because of other shortcomings that result from defective / non-conforming goods from the supplier, the supplier is obliged, on first demand of Gaplast GmbH, to exempt the ordering party from claims for damages of third parties. This applies if the supplier is liable in person in the external representation or he is obliged to pay damages to Gaplast GmbH. Under these conditions the supplier is also obliged to refund expenses for recall or exchange to Gaplast GmbH. Gaplast GmbH will inform the supplier of the content and scope of the recall or replacement measures- insofar as reasonable and possible - and will give him an opportunity to state his position.
2. Insofar as Gaplast recalls products as a result of defective delivery or performance, the supplier is bound to full compensation for the resulting damage if deemed to be fault. About content and scope of the recall action to be taken Gaplast will inform the supplier - to the extent possible and reasonable - and give him an opportunity to state his position.
3. If the supplier is obliged to pay compensation for damage, he has to do this at first demand without any right of retention and without the right of set-off.
4. The supplier shall take out an adequate product liability and recall insurance to cover the risks referred to in paragraph 1 and 2 and to provide evidence upon request of

Gaplast GmbH.

5. The supplier will carry out an appropriate quality assurance of a suitable nature and scope corresponding to the latest state of the art and will prove this when required. The supplier shall conclude a corresponding quality assurance agreement with Gaplast GmbH, to the extent to which Gaplast GmbH considers it necessary.
6. If claims are asserted against Gaplast GmbH by its client and this claiming results from a defect of a delivered product from the supplier, the recourse of Gaplast are barred only after 5 (five) years, calculated from the delivery of the object to Gaplast by the supplier.

XI. Industrial property rights

1. The supplier warrants and guarantees that by the supply, use and operations of the objects offered or through the service to be provided by the supplier performance rights of third parties, in particular patents or licenses, are not infringed.
2. The supplier indemnifies Gaplast GmbH and also customers from Gaplast GmbH from any claims of third parties arising from any infringements of property rights and also bears all costs resulting from this.

XII. Nondisclosure

1. The contractual partners pledge themselves to keep all information of the cooperation under this agreement including the contract negotiations, a secret, unless they are generally known, legally acquired by third parties or have been developed independently by a third party. The contractor commits to using the information solely for the purpose of the contract. The protected information includes in particular technical data purchase volumes, prices and information about products and product developments, on current and future research and development projects, customer data and all corporate data of the other party, regardless of whether the data were exchanged verbally, in writing, visually, electronically or otherwise.
2. The supplier is also obliged to keep all illustrations, designs, drawings, films, calculations and other documents as secret and to disclose to third parties only with the explicit consent of Gaplast GmbH provided that the information contained therein is not generally known.
3. The supplier undertakes to impose the above mentioned confidentiality obligations on his staff and subcontractors as well.
4. The supplier committed itself to pass all received and / or acquired confidential information without restraint of copies (with the exception of a complete copy of the information of the other party for the sole purpose of verifying compliance with the provisions of this paragraph XII) at job completion to Gaplast or to destroy.
5. The foregoing provisions of this section XIII shall survive the termination of cooperation / contract termination.

XIII. Data protection

1. The supplier is obliged to comply with the statutory data protection provisions.

XIV. Rights to results and publications

1. All data obtained in the provision of goods or services and the subsequent work results are the property of Gaplast GmbH. The supplier assigns all proprietary, personal, trademark and labeling rights of use to Gaplast including all herewith related rights connected to the delivery items and objects of services of the supplier, including all imaginable legal positions regarding the concept (ideas, drafts and designs). Gaplast is exclusively and unlimitedly in spatial and temporal terms entitled the rights of utilization of these data and knowledge.
2. In the event that patentable inventions result from the work carried out by the supplier, the supplier will inform Gaplast without any delay. If Gaplast is interested to claim the rights of the invention, it will notify the supplier immediately. In this case, the supplier will claim the rights of the invention towards the inventors without limitation and transfer these rights of the invention without limitation and without further compensation to Gaplast.
3. Gaplast has the sole right, due to the transferred rights, to apply for world-wide rights in its own name and at its own expense and to utilize the invention by naming the inventor/s. When necessary the supplier will support the granting and maintenance of these rights by a statement possibly requested by Gaplast.
4. In the event that from the work carried out by the supplier expertise or material results that is subject to copyright protection, the supplier will provide Gaplast unasked and for free with the exclusive usage rights.
5. All publishing rights are owned by Gaplast exclusively.
Any publication that would be planned by the supplier, its employees or third party involved, must be sent to Gaplast as a manuscript or photocopy in advance for written consent. Gaplast undertakes to make a decision within 6 (six) weeks.
6. Gaplast in addition purchases the exclusive ownership of all objects and tangible data carriers being produced during the provision of goods and services from suppliers or produced on its behalf.
7. The supplier undertakes to provide services and goods free from all rights of third parties when fulfilling the order. In this respect the supplier guarantees to be the holder of the exclusive rights regarding the copyrights on the services and goods provided and to have made no dispositions that are contrary to the transfer of rights to Gaplast. If this is not sure regarding individual (partial) services resulting from the services or performance delivered Gaplast has to be informed in writing about this an all known facts.
8. The supplier also guarantees a fair share in the profits for all owners of copyrights and individual property having been involved in the delivery of goods and services during the order fulfillment in accordance with legal requirements, especially those of the Law on Copyrights and Related Rights (Copyright Act)
9. The supplier is obliged to indemnify Gaplast against any claims of third parties where

asserted against Gaplast according to paragraph 32 a UrhG (German copyright law).
10. Moreover the supplier is obliged to indemnify Gaplast against any claims of third parties that may be asserted due to violation of an industrial property right or copyright as a result of the contractual provision of goods or services.

XV. Ownership

1. of deployments

Molds, models, tools, movies, material, raw materials etc. (collectively "Provided materials") that have been produced by the supplier or have been procured by order of Gaplast to carry out the order, shall become the property of Gaplast, unless otherwise agreed, by payment of the agreed remuneration incl. the associated documentation, even if they remain in the possession of the supplier, paragraph 930 BGB / German law). All maintenance costs related to the provision of goods and services will be covered by the supplier during the term of the contract and the supplier will use the materials provided exclusively for Gaplast during order fulfillment. The supplier undertakes to characterize the materials provided with the inscription "Property of Gaplast GmbH", to store this property and separately, handle with care, to maintain, insure against loss and not to remove from the designated site in the order without prior consent by Gaplast. Upon request the material provided is handed over to Gaplast immediately.

2. of documents

Documents of any kind which Gaplast needs for shipment, installation, assembly, processing, storage, operation, maintenance, inspection, repair and overhaul of the delivered goods are required to be provided to Gaplast from the supplier on time and unsolicited free of charge.

Standards and guidelines mentioned by Gaplast apply in their latest version.

3. Supplier's property

Gaplast GmbH is not accepting liability for the risk of loss, damage or other deterioration of property of the supplier or of his employees brought into the premises of Gaplast for the purpose of installation, service, inspection, maintenance etc. take over. The supplier is not entitled to assign claims outside an extended reservation of title without prior written consent.

XVI. Assignment and set-off

1. The supplier may only assign existing claims against Gaplast GmbH id Gaplast GmbH has declared the consent in writing. Consent may not be refused without good cause.
2. Gaplast GmbH reserves the right to offset against claims of the supplier. A final statement of the claims set off shall not be required.

XVII. Force majeure

None of the parties is to be held responsible for any failure or delay in fulfilling its contractual obligations due to force majeure such as war, fire, flood, riots, strikes, government measures or controls as well as other reasons which are beyond the control of the respective parties (hereinafter called "force majeure situation"). The party affected by force majeure is obliged to do its utmost to counteract the case of damage and to discuss with the other party and agree on emergency measures. If the force majeure situation lasts more than one (1) month the non-affected party shall be entitled at any time to an extraordinary termination of this contract.

XVIII. Final provisions

1. The supplier must not pass on the order or parts of the order to third parties without prior written consent of Gaplast GmbH.
2. Should the supplier be threatened with insolvency, or should a provisional insolvency administrator be appointed, or if insolvency proceedings over the assets of the supplier are opened Gaplast may withdraw wholly or partly from the contract.
3. Supplementary German law applies exclusively under exclusion of UN Convention on Contracts for the International Sales of Goods (CISG).
4. Should individual clauses of these Purchasing conditions be invalid, the validity of the remaining provisions shall not be affected.
5. Agreements between the parties are subject to the written form clause. This applies also to the change of the written form clause.
6. Place of jurisdiction is Garmisch-Partenkirchen.
In case of doubt only the German version of these purchasing conditions with the same place and date of issue is valid. (D2/784-15)