

**General Terms & Conditions of Purchase**  
**Friedhelm Selbach GmbH**  
(January 2007)

### **1. Scope**

(1) The following Terms & Conditions for Friedhelm Selbach GmbH (hereinafter known as "the Purchaser") shall apply to all contracts for the delivery of goods or services concluded between the Purchaser and his suppliers or other contractors (hereinafter known as "the Vendor"). The Purchaser shall not be bound by different terms and conditions on the part of the Vendor unless these have been expressly recognised by him in writing, even if he has raised no express objection to them.

(2) All order-related agreements entered into between the Purchaser and the Vendor shall be set down in writing in the relevant contracts and in these Terms & Conditions.

### **2. Tenders and conclusions of contracts**

(1) An order shall only be regarded as having been placed when it has been delivered in writing by us.

(2) Drawings, plans and other documents pertaining to the tender and which belong to the Purchaser, shall remain the property of the Purchaser, who shall retain all copyrights to these documents.

### **3. Payments**

(1) The agreed prices are fixed prices and include free delivery. Prices are net, plus the current statutorily applicable VAT. All invoices must indicate the Purchaser's order number.

(2) Payment shall be effected within 14 working days with a 3% discount, or within 30 days in full. This period shall commence upon the receipt of a complete delivery, in accordance with the contract, and of an orderly, verifiable invoice. Where deliveries are accepted early, this period shall nevertheless begin on the agreed delivery date at the earliest.

### **4. Delivery date**

(1) Delivery periods or due dates specified in the order shall be binding on the Vendor.

(2) Agreed delivery periods are binding as these are harmonised with our operational flows.

(3) We are under no obligation to take delivery prior to the expiry of the due date for delivery.

### **5. Guarantee/ Liability**

(1) The Purchaser is obliged to check the subject of this contract for quality and quantitative variance within a reasonable period after its delivery by the Vendor, and to notify the Vendor of any defects.

(2) The Purchaser has the right to make statutory warranty claims against the Vendor.

(3) The Vendor is legally liable vis-à-vis the Purchaser. He is liable not only for his own deliveries and performance but also for those of third parties.

The Purchaser is entitled, in case of imminent danger, to remedy defects at the Vendor's expense.

(4) The Purchaser shall always have the right to choose between having the defect remedied or the item remade anew. The defect's remedy shall be deemed to have failed upon the first unsuccessful attempt.

### **6. Adherence to the law and to regulations**

(1) The Vendor is and shall remain solely responsible for ensuring that the products and components delivered and services rendered are in line with the relevant technical and statutory regulations. They must comply with EU directive 2002/05/EG of 27.01.2003 on the restriction on the use of certain hazardous substances in electrical and electronic equipment manufacture ("RoHS") and the directives implementing this in national law. Insofar as products or components are delivered in a state of non-compliance with the aforementioned requirements, the Purchaser reserves the right to cancel framework mandates or individual orders at the Vendor's expense and to assert those warranty rights available to him.

(2) The Vendor undertakes to inform the Purchaser in an orderly and prompt manner of any changes affecting adherence to RoHS. In the event of a proven infringement of national/international provisions concerning adherence to RoHS on the part of the Vendor, the Vendor undertakes to release the Purchaser from all claims and liabilities, to indemnify him, and also to bear all detrimental consequences, which the Purchaser might suffer through such an infringement.

### **7. Documentation**

(1) Invoices and delivery notes must accompany every delivery in duplicate. These documents must contain :

- Our order number
- Our material number
- Quantity and unit of quantity
- Remaining quantity for part deliveries

(2) The Vendor shall bear the consequences of any contingent delays due to incorrect or missing information.

### **8. Jurisdiction / Place of performance**

(1) The place of performance and jurisdiction for deliveries and payments, and also for all disputes, which might arise between the parties in connection with contracts they have concluded shall be – provided the Vendor is a trader – the location of the Purchaser's principal office.

(2) Should one of the aforementioned provisions be or become invalid, this shall not affect the validity of the remaining provisions.

**Friedhelm Selbach GmbH, Radevormwald**