

## GENERAL CONDITIONS OF PURCHASE

### 1. Scope

These conditions apply additionally and exclusively to all purchasing by HOMA Pumpenfabrik GmbH.

### 2. Law and Court of Jurisdiction

Unless otherwise agreed, German law applies to all contractual relationships. Application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, CISG) is excluded in accordance with Art. 6 of this agreement. The court of jurisdiction for both parties, to the extent that the contracting partner is a registered trader or does not have a general court of jurisdiction in this country, is the competent court local to the headquarters of HOMA Pumpenfabrik GmbH. This furthermore applies if the contracting partner transfers its residence or habitual domicile outside of the jurisdiction of this law after the contract is concluded or if its residence or habitual domicile is not known at the time the legal dispute is raised.

### 3. General Terms and Conditions of the Contracting Partner

General terms and conditions of the contracting partner are not deemed to be agreed to, even if the company HOMA Pumpenfabrik GmbH does not separately reject them or the contracting partner indicates that it will only supply under its own conditions. At the very latest, confirmation or performance of the order will be deemed to constitute acceptance of these conditions of purchase by the contracting partner.

### 4. Written Form

HOMA Pumpenfabrik GmbH confirms all agreements and declarations of consent strictly in writing; this also applies to oral agreements with the executive management of HOMA Pumpenfabrik GmbH and authorized representatives of the company HOMA Pumpenfabrik GmbH.

### 5. Contract

The contracting partner is not entitled to assign the order or significant parts of it to third parties without the consent of HOMA Pumpenfabrik GmbH. In the event of violation of this provision, HOMA Pumpenfabrik GmbH can charge the agreed-upon contractual penalty for missed delivery deadlines, as stated below, for the duration of the violation. The right to assert claims for compensation for damages supplementary to (taking into account the contractual penalty) or instead of this penalty remains reserved. The legal rights to withdrawal or compensation for damages due to non-performance remain unaffected by this.

### 6. Delivery and Performance Deadlines

HOMA Pumpenfabrik GmbH is dependent on punctual delivery for its own production. For that reason all delivery deadlines must be strictly adhered to. The contracting partners are obligated, in the event that a delivery deadline is missed, to pay a contractual penalty in the amount of

0.2 % of the purchase price owed to HOMA Pumpenfabrik GmbH or the compensation per day by which the delivery deadline is exceeded to HOMA Pumpenfabrik GmbH. The contractual penalty is restricted to a maximum of 100 days or 10 % of the order total.

At our discretion, the right to assert compensation claims for damages deriving from delay of delivery either supplementary to (taking into account the contractual penalty) or in place of the penalty remains reserved. The legal rights to withdrawal or compensation for damages due to non-fulfillment are not affected by this.

As soon as the contracting partner has reason to assume that it will be unable to complete some or part of the delivery in time, it must immediately communicate this to HOMA Pumpenfabrik GmbH in order to permit HOMA Pumpenfabrik GmbH to make any necessary alternative arrangements. The added expenses incurred through delayed delivery will be borne by the contracting partner taking consideration of the delay. HOMA Pumpenfabrik GmbH is entitled to demand that the contracting partner confirm its readiness and ability to deliver in a timely

fashion in writing within two weeks. If this confirmation is not provided, HOMA Pumpenfabrik GmbH is entitled to withdraw from the contract without penalty.

### **7. Shipping, Costs of Delivery and Transfer of Risk during Shipping**

Unless otherwise agreed, shipping must proceed free of all charges and at the supplier's risk to the receiving office indicated by the ordering party. The shipping documents and shipping declarations (duplicate) must include the order code (specifically the order number, article number and model number) listed in the order. Shipments of goods without any identifying order information will be stored at the supplier's risk and cost until the matter is clarified. Written correspondence should be carried out with Purchasing; dispatch notices and shipping notes should be sent with the shipment in duplicate.

Invoices in which the complete ID code and numbers of the orders are missing will be deemed as not issued until the matter is clarified by the supplier. In the case of a deficient shipment, HOMA Pumpenfabrik GmbH is entitled to pay partially and proportionally until the order is properly filled. Any pre-payments or installment payments that have been arranged are on no account associated with acceptance of contractual performance.

### **8. Payment Methods**

Payment will be made on condition of proper contractual performance or delivery and a properly issued invoice with a discount of 3 % within two weeks of delivery or 60 days net from delivery.

### **9. Assignment of Claims Prohibited**

The assignment of claims held by the contracting party from this contract to third parties is not permitted without the written consent of HOMA Pumpenfabrik GmbH.

### **10. Transfer of Ownership**

On hand-over the goods immediately become the property of HOMA Pumpenfabrik GmbH. The contracting partner is not deemed to have any reservation of title – of any form whatsoever.

### **11. Warranty**

The contracting partner warrants and gives assurance that all deliveries and services will conform to the current state of the art at the time of performance or delivery, the applicable legal provisions of Germany and the European Union, as well as the rules and directives of local authorities, professional organizations and professional associations in Germany and the European Union.

If deviations from these rules are necessary in individual cases, the contracting party must obtain the permission of HOMA Pumpenfabrik GmbH. Warranty obligations are not restricted by this permission. If the contracting partner has reservations concerning the execution desired by HOMA Pumpenfabrik GmbH, it should immediately communicate these to HOMA Pumpenfabrik GmbH in writing.

The contracting partner is obligated to use environmentally friendly products and procedures, within the limits of what is financially and technically possible, in its deliveries/performance of services and in deliveries or sub-contracted services of third parties. It is liable for the environmental compatibility of the delivered products and packaging materials and for all subsequent damages that arise from the violation of its legal disposal duties. On request from HOMA Pumpenfabrik GmbH, the contracting partner will present a certificate of inspection for the goods delivered.

Unless otherwise specified in the order, the warranty period will be 12 months from delivery to HOMA Pumpenfabrik GmbH. For delivery parts that cannot remain in the possession of HOMA Pumpenfabrik during the examination of a defect and/or remediation of a defect, any current warranty period is extended by the duration it is kept off our premises. Any changes in the type of composition or structural configuration compared to previous deliveries and services of a like nature are to be communicated to HOMA Pumpenfabrik GmbH prior to the start of production.

Such changes require the express, written consent of HOMA Pumpenfabrik GmbH. Using its own judgment and acting on its own responsibility, the contracting partner must at all times take all necessary measures to

guarantee the conformity of its production, testing, packaging, etc, with the requirements imposed by HOMA Pumpenfabrik GmbH. The contracting partner's warranty obligations also extend to the retroactive delivery and installation of any missing protective equipment on machines and devices. In every case it must also be assured that the equipment supplied conforms to the legal provisions.

In the case of material defects, HOMA Pumpenfabrik GmbH, can, at its discretion, assert legal warranty claims (in the case of conversion, partial conversion) or demand remediation. In urgent cases in which a remediation of defect by the contracting party is unfeasible, HOMA Pumpenfabrik GmbH is entitled to replace or improve any defective parts and remedy any damages caused without any additional warning and at the cost of the contracting partner. The same applies in the case of default by the contracting partner as per § 633 Para. 3 BGB (German Civil Code).

In connection with the above, HOMA Pumpenfabrik GmbH will be entitled to claim compensation for the costs of any third party contracted by HOMA Pumpenfabrik GmbH or the calculated in-house costs incurred by HOMA Pumpenfabrik GmbH. If a legal action is brought against HOMA Pumpenfabrik GmbH for violation of official safety regulations or on the basis of domestic or foreign product liability regulations or laws due to the defective nature of its products that is to be traced to goods received from the contracting partner, HOMA Pumpenfabrik GmbH will be entitled to demand compensation for these damages from the contracting partner provided that the damages are caused by the products delivered by the contracting partner.

These damages also include the costs of a precautionary recall. The contracting partner must carry out quality assurance that is suitable in scope and type and corresponds to the state of the art and must, on request, demonstrate this to HOMA Pumpenfabrik GmbH. On request it will conclude a corresponding quality assurance agreement with HOMA Pumpenfabrik GmbH. Additionally, the contracting party will take out appropriate indemnity insurance to cover all risks arising from product liability including the risk of recall and will present the insurance policy for inspection by HOMA Pumpenfabrik GmbH on request. In the event of warranty claims, the warrantor waives the right to assert of the statute of limitations.

## **12. Acceptance and Complaints**

HOMA Pumpenfabrik GmbH will accept the goods or services on delivery on the basis of the random sampling tables ISO2859, with a permitted AQL-value = 0, unless otherwise expressly agreed. Furthermore, HOMA Pumpenfabrik GmbH is not obligated to inspect goods and services for uniformity after they have been received. HOMA Pumpenfabrik GmbH can bring complaints due to obviously defective shipments within four weeks. Complaints about defects that only become obvious during processing or use of the goods delivered can still be brought by HOMA Pumpenfabrik GmbH within four weeks of their discovery. To preserve the rights of the purchaser, the timely sending of the notice suffices. If the seller deliberately concealed the defect, it cannot appeal to these rules.

## **13. Provisions**

Material provisions remain the property of HOMA Pumpenfabrik GmbH, even if they are billed, and must be stored separately, labeled and managed as such. They may only be used for the purpose of fulfilling orders from the ordering party. Violation of this provision will incur a contractual penalty as described in 5. In the event of culpable damage or culpable partial or total loss of the provided objects, replacements must be provided free of charge.

## **14. Drawings, Tools, Models**

and samples and the like, as well as goods manufactured on the basis of these, may not be shared with or made accessible to third parties or used for advertising purposes without the written permission of HOMA Pumpenfabrik GmbH. They must be secured against unauthorized access or use. The contracting partner is obligated to maintain confidentiality concerning the manufacturing techniques, materials and know-how relating to these made accessible to it during the course of this business relationship with HOMA Pumpenfabrik GmbH or any own knowledge it acquires during the course of this business relationship with HOMA Pumpenfabrik GmbH. Tools, casts, models and the like that are to be produced wholly or in part at the cost of HOMA Pumpenfabrik GmbH become the property of HOMA Pumpenfabrik GmbH once they are manufactured.

The billing of same to HOMA Pumpenfabrik GmbH can only proceed after contractually proper presentation of type samples and approval of these by HOMA Pumpenfabrik GmbH. HOMA Pumpenfabrik GmbH is entitled to

demand the surrender of any forms or tolls it has prepaid or paid for. Objects provided such as forms, tools and models will be carefully stored and maintained by the contracting partner so that they are useable at all times.

### **15. Protected Rights**

The contracting partner guarantees that no protected rights, especially copyrights, patents and licensing rights of third parties are infringed on by the receipt, processing and re-sale of the objects that it supplies.

### **16. Final Provision**

No side agreements are made beyond this contract. Should individual parts of these conditions prove legally unenforceable, the other provisions remain legally enforceable constituents of the contract.

Stand: Januar 2017