

General Terms and Conditions for Purchase of R&M Group

(The respective purchasing R&M entity hereinafter called "R&M")



Rheinhold & Mahla

Since 1887

§ 1. General

- (1) The following general terms and conditions (hereinafter called "General Terms and Conditions for Purchase of R&M Group") apply to purchase orders for supplies and services. The contractor accepts the General Terms and Conditions for Purchase of R&M Group for the respective purchase order as well as for any follow-up business.
- (2) These General Terms and Conditions for Purchase of R&M Group are exclusively applicable. Any general terms and conditions of the contractor are effective only if and in so far as R&M has explicitly agreed to them in writing.

§ 2. Purchase order and contract price

- (1) The contract becomes effective upon receipt of the purchase order by contractor based on a prior binding offer submitted by contractor to R&M. After receipt of the purchase order the contractor shall confirm the receipt of the order in writing.
- (2) If no special agreement has been made, the prices are based on DDP, free to the delivery address according to Incoterms 2010 including packing but not including VAT. The prices shown in the purchase order shall be binding.

§ 3. Delivery terms

- (1) The agreed terms, milestones and deadlines for supplies/services are binding and shall be deemed as adhered if the goods are received in due time at the place of destination indicated by R&M and/or if the ordered service has been completed in due time. Terms, milestones and deadlines can only be amended by written agreement.
- (2) In the event of delay in delivery/service attributable to contractor, R&M shall be entitled to claim penalty for delay amounting to 0,5 % of the net order value for each commenced week up to a maximum of 5% of the net order value.

§ 4. Delivery and passing of risk

- (1) The scope of supplies/services is defined in the purchase order including annexes. Contractor shall prepare and deliver all customary and required documents such as e.g. installation, operating, care instructions, disposal instructions, etc. Unless deviating in the individual case delivery is agreed on the basis of DDP, free to the delivery address according to Incoterms 2010.
- (2) The risk passes to R&M not until the goods have been accepted at the indicated place of destination.

§ 5. Invoice and documentation

- (1) After delivery/service has been effected the invoices are to be separately sent to the accounting department of R&M International GmbH Schellerdamm 22-24, 21079 Hamburg. (mail to: ac-counting@rm-group.com)
- (2) Deliveries are to be accompanied by delivery notes and packing slips. These documents must include: purchase order number, quantity and quantity weight, gross and net weight and, if necessary, the calculated weight, article name, HS-Code (customs tariff number) for each item, remaining quantity in the event of partial delivery.
- (3) If applicable for the respective delivery, purchased products must be MED approved and labelled according to guideline 2014/90/EU dated 24.07.2014. Providing Modul B- and Modul D-Certificates and declaration of conformity is part of delivery. These documents must be provided by contractor without separate request.
- (4) If permitted tolerances of hazardous materials according to appendices 1 and 2 and annex II of the EU-Guideline 1257/2013 are exceeded, the supplier must give respective notice. For the notice the form "Material Declaration" must be used which is available on R&M homepage (<https://www.rm-group.com/en/top-menu/downloads.html>).
- (5) The delivery must be advised including packing list with respective data for number of packages, dimensions and weights not later than 3 days before shipment via e-mail to the respective purchaser. In addition, the final delivery note must be submitted at the time of shipment.

§ 6. Payment

- (1) Payment shall not be made before supply and services have been delivered free from defects and a respective invoice has been issued and submitted by contractor. R&M is entitled to discount of 3 % if payment is made within 14 days after receipt of the respective invoice. Payments made within 30 days are effected net, without deduction.
- (2) Any assignment of contractor's claim requires the prior written consent of R&M.

§ 7. Guarantee, requirement to complain, warranty

- (1) The contractor guarantees that the supply/service complies with the specification provided in the purchase order of R&M.
- (2) The term for examination and notice of non-conformity / Warranty (§ 377 Abs. 1 HGB) expires after 5 days from receipt of the respective goods at R&M. If a defect could be detected only after special examination or testing or a hidden defect occurs, the term expires after 5 days from detecting the defect.
- (3) In case of defective supplies / services R&M will grant contractor one option of compensation delivery. The compensation delivery shall be deemed to be failed after first unsuccessful attempt of rectification.
- (4) The period of limitation for warranty claims concerning the contractor's services in their entirety is 4 years, unless otherwise specifically agreed. This shall also apply in cases if the respective claims are not associated with a defect. Longer statutory periods of limitation shall remain unaffected, as well as statutory provisions regarding commencement, suspension and restart of periods of limitation. The period covered by the warranty begins with the complete, defect-free delivery of the products and services concerned.

§ 8. Industrial property rights

The contractor guarantees that its supply and the utilization of it by R&M does not infringe any patents or other proprietary rights of third parties. Contractor shall indemnify R&M and its customers against all claims arising from the use of such proprietary rights.

§ 9. Ownership and confidentiality

- (1) Samples and drawings, etc. which have been made available to the contractor for the preparation of its offer and for the manufacture of the ordered products remain the property of R&M and are to be returned to R&M without request when they are no longer required. Any other usage which is not directly connected with the purchase order is prohibited.
- (2) The contractor agrees not to disclose commercial and technical details which are not public knowledge and which are disclosed during the business relationship with R&M. Contractor shall pledge its subcontractors to confidentiality accordingly.

§ 10. Place of jurisdiction/applicable law

Place of jurisdiction shall be Hamburg. The laws of Germany shall apply with exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

§ 11. Severability clause

If individual provisions are or become ineffective this shall not affect the validity of the remaining provisions or the validity of the contract. Ineffective provisions are to be replaced after subsequent negotiation by effective ones which come as close as possible to the intended essential contents of the ineffective provisions.

