

GENERAL TERMS & CONDITIONS OF PURCHASE

SW-Service GmbH & Co. KG

Business address:

Mindener Straße 208
49152 Bad Essen

Postal address:

Lerchenweg 43
32361 Preußisch Oldendorf

I. GENERAL

Orders placed by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG are placed subject to the following terms and conditions. The supplier acknowledges them as binding for the present contract, at the latest upon commencement of the execution of the contract. Any terms and conditions of the supplier or other agreements deviating from these Terms and Conditions of Purchase shall only apply if they have been expressly accepted in writing for each individual case by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG have been expressly accepted in writing for each individual case. If the delivery is nevertheless made, this shall be deemed to be an acceptance of the terms and conditions of purchase of SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG. If SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG accepts the goods, it shall do so exclusively on the basis of these Terms and Conditions of Purchase.

II. CONCLUSION OF CONTRACT AND CONTRACT AMENDMENTS

Supply contracts, purchase orders and delivery schedules as well as their amendments and supplements must be made in writing. Compliance with the written form shall also be ensured by remote data transmission or telefax.

Cost estimates shall be binding and shall not be remunerated unless expressly agreed otherwise.

SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG may cancel the order without incurring any costs, unless it has received the supplier's order confirmation within 3 days after receipt of the order by the supplier. The same shall apply to delivery call-offs within the scope of an order and call-off planning.

III. DELIVERY

Agreed dates and deadlines shall be binding. The timeliness of the delivery shall be determined by the date of receipt at the destination specified by Heinz Schwarz GmbH & Co. KG shall be decisive for the timeliness of the delivery. If the supplier is in default of delivery and if a reasonable grace period set by Heinz Schwarz GmbH & Co. KG has expired fruitlessly, SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall be entitled to withdraw from the contract or to claim damages instead of performance. SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG may, however, continue to insist on performance even after expiry of the grace period and, in addition, claim damages for default. In the case of fixed dates, this shall apply without a grace period.

Irrespective of this, SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall be entitled to demand from the supplier a contractual penalty of 0.5% per week or part thereof, but not more than 5% of the total order value of the delivery, from the time of the delay in delivery. The supplier expressly reserves the right to claim further damages. Insofar as SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG does not expressly reserve the right to claim the contractual penalty upon acceptance of the delayed performance, the accrued contractual penalty may be claimed within a preclusion period of ten working days after acceptance.

Partial deliveries are generally not permitted unless SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG has expressly agreed to them. If the supplier is in default with a partial delivery, SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall be entitled to withdraw from the entire contract or to claim damages instead of the entire performance if there is no interest in the partial performance.

If it becomes foreseeable that the agreed delivery period or the agreed delivery date will be exceeded, the supplier shall inform SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG without prejudice to its other obligations about the expected duration of the delay.

The unconditional acceptance of the delayed delivery shall not constitute a waiver of the claims for damages to which SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG's claims for compensation due to the delayed delivery; this shall

apply until full payment of the remuneration owed by it for the delivery concerned.

IV. SHIPPING AND TRANSFER OF RISK

The delivery shall be made to the destination specified by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG. The delivery shall be made to the destination specified by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG. Unless otherwise agreed in writing, shipping and packaging costs shall be borne by the supplier. A priced delivery ex works or ex warehouse of the supplier shall be shipped at the lowest cost in each case, unless a specific mode of transport has been prescribed by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG has not prescribed a specific mode of transport. Additional costs due to a shipping or packaging instruction not being complied with shall be borne by the supplier. Additional costs for an accelerated transport which may be necessary to meet a delivery date shall also be borne by the supplier. The delivered goods must be delivered packed. The packaging must be safe for transport and comply with the transport regulations applicable to the selected mode of transport and the packaging regulations specified in the order.

Goods shall travel at the risk of the supplier until arrival at the place of destination, unless the transport is carried out by a carrier commissioned by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG is carried out by a transport company commissioned by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG

If the shipment arrives at the destination in damaged packaging or is delivered in damaged form to the carrier commissioned by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG, SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG is entitled to reject the shipment without checking the contents. The costs of the returns shall be borne by the supplier.

V. PRICES AND TERMS OF PAYMENT

The agreed prices are fixed prices excluding value added tax and are free to the place of use including packaging.

The supplier shall send SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG separately on the day of shipment in duplicate an invoice stating the order number specified by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG as well as an exact list of contents and weight and a statement of the sales tax and the sales tax ID number.

The issuance of an invoice that does not meet the requirements or deviates from the order of SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG does not set a deadline for claiming any cash discounts. General Terms and Conditions of Purchase Document Level Guideline Classification Public.

Payment by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall be made, unless otherwise agreed in writing, within 14 days less 3% discount or within 30 days net after receipt of goods and invoice. Offsetting is equivalent to payment. The claims arising from the contracts concluded with SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG may only be assigned with the latter's written consent.

VI. WARRANTY

Delivered goods are deemed to have been accepted when SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG has had the opportunity to examine and test the object of performance. The inspection and examination shall be carried out in accordance with the ordinary course of business of Heinz Schwarz GmbH & Co. KG. Notifications of defects shall be deemed to have been made in due time if they are made immediately after discovery of the defect. Payments shall not be deemed a waiver of the right to give notice of defects. Contradictory inspection and examination periods of the supplier shall not apply.

SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG may, in case of defectiveness of the delivered goods, demand rectification or replacement delivery at its discretion. Only under the conditions of § 637 BGB is SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG is entitled - also within the scope of purchase contracts - to remedy the defect itself or to have it remedied by a third party or to obtain a replacement from a third party at the supplier's expense. SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG may store defective deliveries for the account and at the risk of and on behalf of the supplier. SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall inform the supplier thereof without delay.

If SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG incurs costs as a result of the defective delivery of the subject matter of the contract, in particular transport costs, travel costs, labor costs, material costs or costs for an incoming goods inspection exceeding the usual scope, the supplier shall bear these costs.

The supplier shall bear the burden of proof that the damage was not caused by its delivery, that the defect was only caused by the design or processing at SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG or is based on its incorrect instructions.

The warranty claims of SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG expire 2 years after the transfer of risk. In all other respects, the statutory provisions shall apply to the warranty.

VII. PRODUCT LIABILITY

Insofar as SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG is held liable by way of producer's liability and the product liability damage occurred due to the defect of a partial product delivered by the supplier, the supplier is obliged to indemnify SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG from such claims. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof in this respect.

In the cases of para. 1, the supplier shall bear all costs and expenses, including the costs of any legal prosecution and defense. The supplier is obliged to take out sufficient product liability insurance.

VIII. MANUFACTURING EQUIPMENT AND PRODUCTION SAMPLES

Drawings, models, samples, measuring and testing equipment, delivery and testing specifications, printing templates and similar as well as tools provided by SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG for the execution of the order or have been created by the supplier for SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG are the property of Heinz Schwarz GmbH & Co. KG.

The aforementioned means of production as well as the items produced with their help may not be used for any other purpose, disclosed or used in any other way without the written consent of SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG, may not be used for other purposes, duplicated or handed over to third parties. The means of production shall be secured by the supplier against unauthorized inspection and use. They must be returned by the supplier without being asked to do so to SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG if it no longer requires them for the further performance of the delivery or service. SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall have the exclusive right to use the developments arising from the order and any further developments resulting therefrom.

IX. SUPPLIER AUDIT

Schwarz may conduct quality audits at the supplier's premises or those of its subcontractors, also with its end customer. The date and scope of such audits shall be mutually agreed upon. The supplier shall allow the auditors access to the production and testing facilities and shall permit inspection of quality management documentation and control documents. Appropriate measures to safeguard the supplier's know-how are accepted. The supplier will be informed in writing of the audit result and, if necessary measures have been identified, the supplier undertakes to take corrective action.

X. PROPERTY RIGHTS

The supplier shall be liable for ensuring that the property rights of third parties are not infringed during the execution of the contract as well as during the delivery and use of the object of the delivery or service. He shall indemnify SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG from claims of third parties arising from any infringements of property rights.

XI. ADVERTISING MATERIAL

In advertising material, the Contractor may only refer to a business relationship with SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG only with the latter's express consent.

XII. TERMINATION AND RESIGNATION

SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG is entitled, without prejudice to other rights of termination and withdrawal, to terminate or withdraw from the contract if insolvency proceedings or judicial composition proceedings are instituted against the assets of the supplier or if the supplier suspends its payments not only temporarily.

Force majeure, industrial action with the exception of unlawful lockouts, operational disruptions for which SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG shall entitle the latter - without prejudice to its other rights - to withdraw from the contract in whole or in part, unless they are of insignificant duration or result in an only insignificant reduction of the requirements of SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG as a result.

In the event of termination by the end customer, if the Contractor is not responsible for the reasons for termination, Schwarz shall reimburse the Contractor (subject to cost verification and approval by the end customer) for the expenses demonstrably incurred by the Contractor up to the termination of the contract and directly resulting from the order, including the costs resulting from liabilities that cannot be dissolved. The Contractor shall not be entitled to any further claims for performance or damages on the occasion of the termination.

XIII. RETENTION OF TITLE

Any retention of title by the supplier is excluded unless it is covered by an express written consent of SCHWARZ WERKZEUGBAU SW-Service GmbH & Co. KG is covered.

XIV. FINAL AND INCIDENTAL PROVISIONS

The place of performance for all mutual performance obligations shall be our registered office or the place of performance specified by us in the individual case.

The place of jurisdiction for all claims arising from the contractual relationship, including the law governing checks and

bills of exchange, shall be our place of business. 3.

The law of the Federal Republic of Germany shall apply exclusively between the contracting parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Should individual parts of these Terms and Conditions of Purchase be or become legally invalid, this shall not affect the validity of the remaining provisions. In place of the ineffective provision, the scope of a legal provision that is legally permissible in this respect shall apply.

XV. CREDIT CHECK

Our company regularly checks your creditworthiness when concluding contracts and in certain cases where there is a legitimate interest. For this purpose, we work with Creditreform Herford & Minden Dorff GmbH & Co. KG, Krellstraße 68, 32584 Löhne, from whom we receive the data required for this purpose. For this purpose, we transmit your name and contact details to Creditreform. For more information on data processing at Creditreform, please visit [Data Protection | Creditreform Herford](#).

XVI. OTHER PROVISIONS

Information on the collection of personal data can be found under [Data Protection - SCHWARZ WERKZEUGBAU \(schwarz-werkzeugbau.de\)](#).

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