

PURCHASE TERMS

I. VALIDITY OF OUR PURCHASE TERMS

1. All our purchase orders are made exclusively according to these purchase terms which the supplier - also for future orders - expressly recognises. Acknowledgement is verified in any case through delivery of the goods or supply of a service. Differing conditions of the supplier - regardless of when we receive these - are not binding and are expressly rejected and contradicted.
2. Differing conditions or other agreements are only binding if they are made in writing or are confirmed by us in writing.

II. PURCHASE INSTRUCTION / ORDER

1. The prices listed in our purchase order are fixed prices. The supplier is bound to the price he has quoted. For each purchase order we immediately receive an order confirmation.
2. Any deviations from our purchase order and the presented documents or changes in the state, quality or performance of the goods or services to be supplied in comparison to previously supplied or agreed versions require our prior approval in writing.
3. We are allowed to change the technical details up to four weeks before the delivery date. If samples are made available to us, the series production or delivery may only begin after our approval in writing has been given.
4. The transfer of the order or a part of the order to a third party (sub-supplier) requires our authorisation in advance provided the work does not concern trivial extra work. The supplier is responsible for a sub-supplier commissioned by him also after we have given an approval for the respective supplier.
5. We are allowed to withdraw our purchase order up to four weeks before the delivery date is reached if the economic or company conditions of the supplier change in an unacceptable way for us unless the supplier can prove and convince us of the opposite.

III. ORDER DOCUMENTS

1. Purchase orders and all the accompanying details shall be handled as confidential. The contractual co-operation with us shall not be used for promotional purposes.
2. Sketches, drawings and information, including all intellectual property and physical property made available to the supplier by us or produced by the supplier to our specifications, shall be treated as confidential and without our authorisation shall not be used for an other purpose other than the agreed purpose, and, in particular, not made available to third parties. On our request and also when the order is delivered all documents made available by us shall be returned without delay.

IV. DELIVERY

1. The delivery dates of the goods or service noted on our purchase order are binding and shall be adhered to. The supplier shall immediately inform us in writing about any identifiable delays in the performance. Such a notification does not, however, release the supplier from any claims for damage which we may wish to assert.
2. In cases of non-fulfilment we are entitled to claim compensation amounting to 20% of the complete gross value of the order and in cases of delay 0.5% of the complete gross value of the order at the start of each calendar week up to a maximum of 20%. The proof of further compensation to be paid by the supplier is not excluded by the conditions described here. Likewise the supplier can verify that no damage or no significant damage above the aforementioned flat-rate has occurred.
3. The risk of loss and damage is only transferred to us when the receiving centre defined by us in the order is in control of the delivered articles.
4. The supplier stocks spare parts for the duration of the usual period of use of the supplied goods and on request will supply us with these parts at the usual market prices.
5. All deliveries are delivered carriage paid without extra costs for packaging. Part shipments are only permissible after our prior written consent.

V. PRICES AND PAYMENT

1. The agreed prices are fixed prices. Their validity includes delivery without charge to our plant or to a delivery address defined by us, packaging and other expenses. The sales tax (VAT) must be separately listed in the invoice.
2. Payment is made in euros according to our choice either within 14 days with 3% discount for quick payment, or after 30 days with

2% discount or after 90 days without any deduction provided that nothing to the contrary has been agreed upon. If the delivery is made after the invoice has been received, then the date of the delivery is authoritative for the aforementioned payment methods.

3. All payments are only made if the delivery and invoice details are correct. Payment made by bill of exchange does not require a special agreement. Also, when paying with a bill of exchange we are entitled to deduct discount according to the aforementioned terms.
4. The supplier may only cede demands arising from the business relationship to a third party provided he has our approval in writing.
5. The setting off of demands by the supplier is impermissible unless these demands are undisputed or have been determined to be legally binding.
6. Advance payments or deposits are only made in special cases after this has been agreed in writing and only against a bank guaranty.

VI. Warranty

1. In the case of a defective performance or delivery or in the case of an other breach of duty arising from obligations, we are entitled without restriction to all rights according to the law and claims for compensation.
2. In the case that the production reliability is put at risk and/or in order to avoid exceptionally extensive damage through us or a third party, we are also entitled at the cost of the supplier to remove defects without prior notice and to remove damage or make purchases to cover for the loss.
3. The supplier releases us from all third party claims, in particular those relating to product liability, which result from the defectiveness of work effected by him on our product (especially the delivery of basic materials) or any other breach of duty from him resulting from the obligations.

VII. SUPPLY OF MATERIAL AND TOOL COSTS, ETC

1. Materials or tools supplied by us remain our property and shall be stored appropriately by the supplier separately from the supplier's property and sufficiently insured against damage of all kind (fire, water, theft, etc.). They may only be used in the manner intended and shall be returned on our request or in any case when the order has been executed.
2. A processing or modification of the materials supplied by us is made for us as the producer. In the case that articles are combined or mixed we acquire co-ownership of the new articles to the proportion of our materials which are used.
3. In case the purchase order includes the full or part acceptance of tool or modelling costs, etc., the production of such tools, models, etc. is carried out for us and such articles become our property after they are produced. This is valid regardless of whether the acceptance of the costs in this respect are specially regulated or included in the remuneration according to the contract. The regulations listed under clause VII point 1. regarding storage, insurance, use and issue are correspondingly valid.

VIII. PLACE OF FULFILMENT, COURT OF JURISDICTION AND FINAL CLAUSES

1. The place of fulfilment for all deliveries and services is the receiving centre defined by us, or, in the absence of a defined receiving centre, our headquarters.
2. The court of jurisdiction is, provided the supplier is a businessman or a corporate body under public law or a special fund under public law, the headquarters of our main office or, possibly in addition our branch office listed in the commercial register, which finalises the contract. We are, however, entitled, to take the supplier to court at the competent court for his headquarters.
3. The law of the Republic of Germany is valid for all legal matters between us and the supplier excluding the standard UN convention on contracts for the international sale of goods (CISG).
4. The supplier allows us to store and process data - as far as is necessary for the business and as is allowed under the regulations of the federal German data protection law - in our computer system. This consent is also valid as a notification as in § 26 paragraph 1 of the federal German data protection law.
5. If a part of this contract or these purchasing conditions be ineffective, then the effectiveness of the contract or these conditions is not affected.

Thermik Geraetebau GmbH
Im Altgefaell 8 • D 75181 Pforzheim
POBox 10 19 80 • D 75119 Pforzheim
Tel 0049 (0) 7231 60 04-0
Fax 0049 (0) 7231 60 04-100
web <http://www.thermik.de>
email info@thermik.de

Banking details:
Baden-Würt. Bank AG Pforzheim
(bank code 666 200 20) 4816 7621 00
IBAN: DE 50 6662 0020 4816 7621 00
BIC: BWBK DE 6S666
Sparkasse Pforzheim Calw
(bank code 666 500 85) 873 802
IBAN: DE 85 6665 0085 0000 8738 02
BIC: PZHS DE 66

Legal company form:
GmbH • location Pforzheim
Commercial registry Pforzheim
HRB-Nr. 220 (comm. register no.)
Managing Director: Ulrika Hofsaess

