I. Scope of our Conditions of Purchase

1. Our orders and contracts of all types are executed exclusively to these Conditions of Purchase which the contractor expressly accepts – also for future contracts. The delivery of goods or the provision of services is deemed an acknowledgement in all events. Deviating terms and conditions from the contractor – irrespec-
tive of the time we receive them – are not binding and are expressly rejected and opposed.

2. Deviating terms and conditions or other agreement are only binding if they occur in writing or are confirmed by us in writing.

II. Order / Contract

1. The dates marked on our orders/contracts for the provision of goods and services are binding and must be

delivered within the time limits specified – our registered office.

2. In the event of non-fulfilment, we are entitled to assert compensation of 20% of the total gross contract

total value.

3. Additional costs of expedited shipping required in order to comply with delivery dates are borne by the

contractor.

4. In the event of circumstances due to force majeure, industrial disputes, operational breakdowns beyond our

responsibility, we can withdraw from the order/contract up to four weeks before the delivery date is reached if the

contractor's economic or business conditions change in an unacceptable manner unless the contractor can

demonstrably convince us of the contrary.

5. We can withdraw from the order/contract up to four weeks before the delivery date is reached if the

contractor's economic or business conditions change in an unacceptable manner unless the contractor can

demonstrably convince us of the contrary.

6. For longer-term planning we award blanket orders on the basis of rolling requirement forecasts which are

sent to the suppliers on a cyclical basis. The order commitment ensues from separate framework agree-
ments and the related call-off orders which are concluded with the suppliers or on the basis of performance

specifications in accordance with Sect. 315 of the German Civil Code (BGB) which we communicate to the

suppliers. Provided no shorter deadlines are agreed elsewhere, the call-offs become binding at the latest if the

suppliers do not object within five days of receipt.

III. Contract documents

1. Orders/contracts and all documents associated with these must be treated as business secrets. The contrac-
tual cooperation with us may not be used for advertising purposes.

2. Possible processing or remodelling of the material provided by us is always done for us as manufacturer. In the

event of combination and/or mixing, we acquire co-ownership of the new standard item in proportion to its

value.

3. In principle, all payments are made on condition that the delivery and invoice are correct. Payment by bills of

exchange does not require a special agreement. Even when paying with a bill of exchange, we are entitled to

deduct the discount.

4. The contractor may only assign receivables from the business relationship to third parties with our written

consent.

5. The contractor is not permitted to offset receivables unless these are undisputed and were legally determined.

6. Advance and pre-payments are only made in special cases after prior written arrangement and only against a

bank guarantee.

VI. Warranty

1. In the event of a faulty performance/delivery as well as in the event of other breaches of duties from the

contractual obligation, we are entitled to all statutory rights and claims without restriction.

2. In the event that the operational safety is compromised and/or to avoid unusually high damages to us or third

parties, we are entitled to remove the defect and repair the fault or make covering purchases at the contractor's

expense also without prior arrangement.

3. The contractor indemnifies us from all third party claims – especially those from product liability – that are

based on the definitiveness of the partial work performed on our products (in particular, the supply of basic

materials) or other breaches of duties from the contractual obligation for which the contractor is responsible.

VII. Provision of material and tool costs etc.

1. Materials or tools that might be provided by us remain our property, must be stored properly by the contractor

and are delivered at the conditions common in the market as required.

2. Payment is made in Euro at our choice either within 14 days with 3% discount, after 30 days with 2% discount

or after 90 days net unless otherwise agreed in individual cases. Should delivery occur after receiving the

invoice, the date of delivery is decisive with regard to the above methods of payment.

VIII. Place of fulfilment, legal venue and final provisions

1. Place of fulfilment for all goods and services is the receiving centre prescribed by us or – if this has not been

specified – our registered office.

2. Should the contractor be a merchant, legal person under public law or special fund under public law, the

legal venue is the location of our registered office and possibly in addition also the location of our subsidiary

registered in the commercial register which concluded the contract. We are, however, also entitled to sue the

contractor in the court responsible for its registered office.

3. All legal relationships between us and the contractor are subject to the law of the Federal Republic of Germany


4. The contractor agrees that we may store and process data electronically within the framework of the Federal

Data Protection Act (BDSG) if this is necessary for the business. This agreement is also deemed to act as notifi-
cation in terms of Art. 26 (1) BDSG.

5. Should part of the agreement or these Conditions of Purchase be invalid, the validity of the remaining agree-
meet the conditions common in the market as required.

ment or these Conditions is not affected by this.
Payment and Delivery Terms

„This translation is a service for our international customers. Relevant is the German version of our terms of delivery and payment („Lieferungs- und Zahlungsbedingungen“) issued 04/2014“

I. SCOPE OF APPLICATION
1. The present payment and delivery terms apply to all our contracts and other types of performance in the commercial sector (in relation to entrepreneurs and businesses, including in future). Any terms asserted by the customer are hereby expressly excluded where they are not in compliance with the present payment and delivery terms; we shall not be bound by them even where we fail to object to them expressly upon receipt thereof.
2. Any amendments of or addenda to the present payment and delivery terms as well as a waiver of the writing requirement must be in writing.

II. OFFER/ORDER
1. Our offers are subject to change. Any documents provided with the offer such as catalogs, brochures, illustrations, drawings, etc. state only approximate values and descriptions. We reserve the ownership and copyrights to the catalogues, etc. Therefore, the accuracy of the material delivered or rendered cannot be guaranteed. Any changes may be made up to the time of delivery.
2. Must be returned immediately upon request, but in every case upon cancellation of the order. Use of such individual documents is only permitted with our consent. Personal use by the customer is prohibited.
3. The minimum order/ delivery value is €150.00.
4. Our written order confirmation will be authoritative. We reserve the right to changes to the delivery item through technical development. The assignment or pledging of the customer’s rights from the contract is prohibited.
5. Customers from EU-countries are obligated to report their VAT ID to us immediately and at their own initiative.

III. PRICES
1. Our prices are in EUR ex works or ex warehouse plus value added tax at the statutory rate and plus packaging, shipping and insurance.
2. Material price increases and personnel cost increases occurring between the time of the conclusion of the contract and the time of delivery may not be charged to the customer. This provision will not apply to goods and services which were delivered or rendered within 4 months after the conclusion of the contract unless they are delivered and rendered within the framework of a permanent debt relationship.

IV. PAYMENT
1. Unless otherwise agreed; payment is due 30 days net after invoicing in cash or via bank transfer.
2. We are not obligated to accept bills of exchange. If we accept bills of exchange it is only for the purpose of facilitating payment of the customer. This will not apply to the right to refuse performance from the same contract.
3. Counterclaims contested by us or which were not declared res judicata will not entitle the customer to retention of payment or set-off. The customer is not entitled to refuse payment or set-off. The customer is not entitled to refuse payment or set-off.
4. Should part of the present contract or of these payment and delivery terms be invalid this will not affect the validity of the contract or these terms.
5. The customer must pay the invoice including all taxes and charges within 10 days after the invoice date. If the customer is in arrears with payment or his credit rating deteriorates significantly after conclusion of the contract all debts will be due for payment in cash, even in the case of a payment deferral and any acceptance of bills of exchange or checks.
6. Any damage claims by the customer, regardless of the legal ground, in particular due to breach of duty from the delivery service or any legal defect are excluded.
7. The customer will be liable for all costs, fees and any fines incurred to us through non-compliance with turnover tax regulations regarding the EU domestic market and/or to failure to report the turnover tax ID number.

V. DELIVERIES
1. We may adjust the delivery to the specified delivery deadlines; the agreement of binding delivery dates or deadlines must be in writing. It will commence upon the date of our order confirmation, but not earlier than the date on which we have the complete, settled order (in particular from the technical aspect with regard to all measurements, etc.) and we have received any agreed down payment. When the customer requests changes to the order after our order confirmation, the delivery deadline will be extended appropriately if we consent to the requested changes.
2. Moreover, delivery deadlines will be extended in cases of force majeure, war, strike, lockout, political unrest, impairment of transport, official measures, etc. as well as upon the onset of unforeseeable obstacles beyond our control, whether they occur at our plant or to one of our own suppliers (e.g. breakdown, fire damage, vandalism, theft, embargo, or force of nature) or due to the length of the implementation plus an adequate run-up period.
3. Any delivery deadlines will be regarded as having been complied with if the shipment is ready for collection at the agreed date or was dispatched.
4. Partial deliveries are permitted. We may deliver up to 15% and in the case of customized products, up to 25% more or less than the agreed volume. The actual volume delivered will be the basis for calculation.
5. Thermik reserves the right to change the extra cost surcharge of 10% of the order value on orders with a precise quantity larger than 500 units on the basis of the manual effort for bulk materials.
6. Quality Thermik reserves the right to make sure that the delivery item has been correctly completed and is in accordance with all technical or operating data deposited with us. Thermik reserves the right to make sure that the delivery item has been correctly completed and is in accordance with all technical or operating data deposited with us.
7. Employment Thermik reserves the right to dismiss employees who are in violation of the terms of employment and to replace them with other employees.
8. The above provisions on the guarantee period will not apply where the law on buildings, items for buildings and building defects and the purchase of consumer goods (including miscalculation) prescribe longer periods.
9. Any visible defects of our shipment and/or work are to be reported in writing immediately, but at least within ten days after delivery. Hidden defects are to be reported by the latest within 10 days after detection. Defective items must be kept in the condition they are in at the time they were detected for inspection by us or our representative.

VII. GUARANTEE/DAMAGE COMPENSATION
1. The customer guarantees the accuracy and completeness of the papers provided to us for performance of the order, the specified measurements and other data and references for our performance. Any misunderstandings of these by the customer cannot be used to claim default of performance.
2. Instructions by the customer on use of the parts which deviate from our standards will not be inspected with regard to applicability and/or compliance with norms. Inspection of the suitability of thermal products for such types of applications will be solely incumbent on the user.
3. Any visible defects of our shipment and/or work are to be reported in writing immediately, but at least within ten days after delivery. Hidden defects are to be reported by the latest within 10 days after detection. Defective items must be kept in the condition they are in at the time they were detected for inspection by us or our representative.
4. We will rectify any legitimate defects claimed through make-up performance. We will always have the option of deciding whether make-up performance will be in the form of repair of the defect or delivery of a flawless item. Where make-up performance fails within the adequate stipulated period the customer may rescind the contract or have the price/remuneration adequately reduced. The guarantee period is 12 months as from passing of the risk. The above provisions on the guarantee period will not apply where the law on buildings, items for buildings and building defects and the purchase of consumer goods (including miscalculation) prescribe longer periods.
5. Any guarantee is subject to the proviso that the delivered goods are maintained and treated professionally. No guarantee is being assumed for damage caused due to the following reasons: improper use, defective assembly or operation by the customer or third party, natural wear and tear, defective or negligent treatment, inappropriate tools or replacement materials. All guarantee rights will be extinguished through changes or repair work performed inappropriately by the customer or third parties without our prior written consent.
6. No guarantee shall be given for customer provisions if there are faulty or exhibit defects before installation. Provisions must generally be checked by the customer for faults and defects before delivery.
7. Any damage claims by the customer, regardless of the legal ground, in particular due to breach of duty from the delivery relationship and an illegal act are excluded. This will not apply in cases of willfulness or gross negligence, injury to life, limb or health, liability according to the Product Liability Act for a guarantee assumed by us for damage due to a culpable breach of contractual contractual duties or in other cases of statutory liability. However, liability for the breach of contractual contractual duties is limited to typical, foreseeable damage unless there is willfulness or gross negligence or liability for injury to life, limb or health.
8. The customer must be liable for all costs, fees and any fines incurred to us through non-compliance with turnover tax regulations regarding the EU domestic market and/or to failure to report the turnover tax ID number.

VIII. RETENTION OF TITLE
1. We reserve the title to the delivery item until full satisfaction of all claims against the customer we are entitled to from the entire business relationship.
2. In the case of the processing of the delivery item and its compound we will obtain a share in the ownership of the newly created item on the basis of the ratio of the value of the good to the value of the item created through processing. The invoice value, alternatively the market value, will be authoritative for determining the value of the goods in the value of the new item; the time of processing is authoritative for the value of the processing. When processing the goods, the customer will be working for us, but will not obtain any claims against us on the basis of the processing.
3. The customer must insure the goods against theft, damage, destruction and loss (in particular fire and water) and provide proof of this upon request. We reserve the ownership and copyrights to the individual documents is only permitted with our consent. Personal use by the customer is prohibited.
4. If we have the price/remuneration adequately reduced. The guarantee period is 12 months as from passing of the risk. The above provisions on the guarantee period will not apply where the law on buildings, items for buildings and building defects and the purchase of consumer goods (including miscalculation) prescribe longer periods.
5. Any visible defects of our shipment and/or work are to be reported in writing immediately, but at least within ten days after delivery. Hidden defects are to be reported by the latest within 10 days after detection. Defective items must be kept in the condition they are in at the time they were detected for inspection by us or our representative.
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7. Any guarantee is subject to the proviso that the delivered goods are maintained and treated professionally. No guarantee is being assumed for damage caused due to the following reasons: improper use, defective assembly or operation by the customer or third party, natural wear and tear, defective or negligent treatment, inappropriate tools or replacement materials. All guarantee rights will be extinguished through changes or repair work performed inappropriately by the customer or third parties without our prior written consent.
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10. The customer will be liable for all costs, fees and any fines incurred to us through non-compliance with turnover tax regulations regarding the EU domestic market and/or to failure to report the turnover tax ID number.

IX. PLACE OF PERFORMANCE AND JURISDICTION, FINAL PROVISIONS
1. The place of performance for the delivery is the respective place of shipment of the goods. The place of performance for payment -including payment with bills of exchange- is our headquarters.
2. The place of jurisdiction for all disputes arising from the contract in relation to businesswomen is our headquarters.
3. Should part of the present contract or of these payment and delivery terms be invalid this will not affect the validity of the contract or these terms.

Thermik Gerätebau GmbH  
Salzstraße 11 - 99706 Sondershausen - GERMANY - Tel: +49 (0) 36 32 / 54 12 - 0 - info@thermik.de - www.thermik.de