

Terms of Purchase

1. Quotation:

Quotations must accurately correspond to our inquiries. If deviations are inevitable, these should be expressly referred to in the quotation. Quotations, visits and other elaborations are to be free of charge and without obligation to us.

2. Ordering and confirmation:

Written orders are compulsory for us. Verbal agreements require a written confirmation. Acceptance of our order must be without any reservation, otherwise the order can not be placed (according to civil code 2 §150). We are not obligated to reply, if the supplier submits an order confirmation which deviates in any way from the order itself. Orders can only be made under our terms of purchase and delivery. Other terms- not already fixed in the terms and/or agreement – do not apply, even when we do not expressly disagree with them. Deviations from our terms require, in order to be binding, our expressly written approval in each case. With the execution of order, the supplier automatically acknowledges our terms.

The contractor is required to examine parts ordered by us in order to determine whether they are technically correct and the newest models were chosen. If the contractor is missing the technical details of this evaluation, then they must request this information from us. Guarantee restrictions due to e.g. previously unknown technical data, can not be recognized by us.

3. Prices:

Provided that no alternative agreement has been reached, the price mentioned to us will be understood at the fixed price.

A price increase due to eventual price provisions will only be recognized by us if there is a cost increase on the side of the supplier, which can be proven, and we consider the increase appropriate and confirm this in written form.

4. Delivery time and termination provisions:

If the supplier culpably does not meet a binding delivery dead line which was agreed upon, delays will immediately incur, even without a reminder or without setting a date. The supplier is liable in the event of damages incurred due to delayed delivery.

As purchaser, we reserve the right to termination if and when we find necessary reasons therefore.

In this case, the supplier receives compensation for proven services rendered, including allocated calculative profit.

Events occurring from force majeure entitle us to postpone our commitments during the time required for sufficient start-up. Force majeure or other unpredictable circumstances, exceptional circumstances and situations which are no one's fault, like striking, lock-outs and other similar circumstances, which would make it very difficult for us to fulfil our commitments or otherwise make it impossible and in fact all the same, whether it happens us or to a third party. The vendor can request an explanation from us of whether we want to back out of the contract or want to set a reasonable time extension.

Deliverances are not admissible. In the case of a deliverance, it is up to us

- a) to refuse delivery, or
- b) to accept it and in exchange, to pay either the closing price or the daily price. The choice would be ours.

5. Warranty:

You are bound to perform all work and duties related to work at your own facilities.

Transferring our order (including patterns, drawings and copies as well) to subcontractors, which are not vicarious, is not allowed without our expressly written permission. If such permission is not expressly given, then we are entitled (subject to claims) to back out of the work at any time and let the order be carried out or continued at your own or a third party's expense.

Without our expressly written permission, contract requirements from the supplier, either whole or partial, are not allowed to be transferred to a third party. The supplier must recoup and release all claims concerning third party property right infringement.

The vendor takes over a guarantee of 16,000 work hours, day and night operation and this be calculated from operation start-up on for the ordered articles. The vendor is liable for all sub-standard material and faulty construction based on deficiencies and damages.

We are entitled to demand the remedy for existing deficiencies within a reasonable time extension from a supplier of our choice.

If, after our first demand, the vendor is delayed with remedying deficiencies, then we reserve the right, in order to prevent hazards or to prevent excessive damages, to remedy the deficiencies ourselves or let a third party remedy the deficiencies at the cost of the vendor.

6. Control rights:

We reserve the right, as the contracting party, to be briefed (in accordance to the contract) on performance during running production, to inspect performance documents, to be assured that delivery deadlines will be met and to ask for any other necessary information. As long as we conduct inspections of delivery articles in the supplier's facilities, the necessary equipment etc. need for inspection will be made available to us by the supplier at no additional cost.

7. Provisions:

Provisions needed in order to fill orders remain our property and should be separately stored, labelled and managed by the supplier.

Drawings and calculations, also like our specifications for prepared documents, are not allowed to be either duplicated or made accessible to third parties. This does not and/or no longer applies if the information becomes general knowledge with no fault to the supplier. The supplier is liable for all damages resulting from this breach.

8. Consignment:

All consignments are transported at the vendors own risk as far as the Oberhausen factory premises. Freight, waybill stamps and transport insurance are charged to the vendor's account. Freight etc. will not be advanced by us. We should be immediately informed of dispatch. The information must contain the order form, the department and a description of the goods.

In every case, possible unforeseen packaging costs will not be covered by us, but rather included in the price. Should one-time packaging costs, which require our expressly written confirmation, arise in a special situation, we reserve the right to deduct the specified amount from the invoice along with return freight paid.

9. Payment

A dispatch note and an invoice in duplicate are to be immediately sent with every single shipment upon dispatch. As long as we have open accounts, the respective balance should be account for on the invoice.

In principle, we pay the invoice, with a 3% discount, 14 days after receiving it or we pay the full sum within 60 days.

Adjustment takes place according to our choice, either in cash or in exchange. In the latter case, the discount rate of the German State Central Bank is compensated. A condition of payment is, in order to be paid the invoice must be received by the 5th of the month following the delivery, and no later, because time is needed to inspect the delivered goods to make sure they comply with the contractual agreement.

We are entitled to make a payment request on open accounts, which we have from the supplier or a company which the supplier is a part of.

10. Collateral transfer:

We are entitled at any time to secure our down payments with collateral. This collateral being material, produced or bought, this is of the same worth as the down payment itself and ordered material which is being worked.

The supplier commits to doing everything they can in order to implement this security. If this type of collateral is not possible, then we reserve the right to demand another security for the respectable amount.

11. Supplier retention of title:

Retention of title is only valid (except in the case of simple retention of title) outside of the frame of the contractors terms and conditions when it is confirmed in writing.

12. Place of fulfilment, Jurisdiction:

All rights and obligations arising from this business apply in Oberhausen. Oberhausen is the area of jurisdiction and place of fulfilment and performance for all business.

13. General:

Should any of the made agreements with our suppliers be null and void, this does not affect the validity of the remaining agreements. The Federal Republic of Germany is the applicable law for foreign suppliers, unless otherwise agreed upon with an expressly written confirmation.

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