
**General Terms and Conditions of Purchase
of the Company Bender-Armaturen GmbH & Co. KG,
Zur Brücke 2, 57368 Lennestadt**

I.

General - Scope

- 1.1 Our Terms and Conditions of Purchase apply exclusively. We do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we expressly agree to their validity in writing.
Our Terms and Conditions of Purchase also apply if we accept the supplier's delivery without reservation, even if we are aware that their terms and conditions conflict with or deviate from ours.
- 1.2 These general purchasing conditions shall also apply to all future contractual relationships with the supplier, unless otherwise agreed.
2. All agreements made between us and the supplier for the purpose of performing the contract must be set out forth in writing in the contract.
3. Our Terms and Conditions of Purchase apply only to businesses in accordance with Section 310(1) of the German Civil Code (BGB)

II.

Offer Documents - Order

1. In order to accept our order, the supplier must confirm it in writing within ten days.
If no confirmation is received, or if confirmation is not received in time, we are entitled to withdraw from the order. The supplier must comply strictly with the order and expressly point out any deviations.
2. Only orders placed in writing are legally binding. Orders placed verbally or by telephone require subsequent written confirmation to be legally valid. Subject to prior agreement, orders, delivery requests and amendments may be submitted electronically or via machine-readable data carriers.
3. We reserve all property rights and copyright to illustrations, drawings, calculations and other documents, which must not be made available to third parties without our express written consent. These documents are to be used exclusively for production in accordance with our order. Upon completion of the order, they must be returned to us. They must be kept confidential from third parties.
4. The supplier's offers are free of charge and carry no obligation.

III. Subject of Delivery

1. Unless otherwise specified in the order, the goods to be delivered must be of standard commercial quality. Where CE, DIN, VDE, VDI, DVGW, EN or equivalent standards and regulations apply, the goods must comply with these standards and regulations. In the event of conflicting standards, the higher-ranking standard shall apply.
2. Unless otherwise specified in the order, the goods to be delivered must be of standard commercial quality. Where CE, DIN, VDE, VDI, DVGW, EN or equivalent standards and regulations apply, the goods must comply with these standards and regulations. In the event of conflicting standards, the higher-ranking standard shall apply.
3. You must notify us in writing immediately if any changes to the scope of delivery or services prove necessary during the execution of the project. Such changes require our prior written consent. If minor changes to the project are required for reasons beyond our control, you are obliged to revise any documents that have already been prepared, and you are not entitled to claim additional compensation for doing so.

IV. Delivery

Goods will only be accepted if they are accompanied by a delivery note or packing slip that states our order number. Shipments must also be labelled with this number.

V. Prices and Payment Terms

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery 'free domicile' to the specified delivery address, including packaging. The return of packaging requires a separate agreement.
If purchases are made ex-supplier's station, all freight charges and similar costs shall be borne by the supplier.
2. Prices are exclusive of statutory VAT.

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3. Invoices must be submitted immediately after delivery. They must be sent separately from the goods and include the following information: order number, order date, item number and supplier number. Suppliers are responsible for any consequences arising from non-compliance, unless they are not at fault. Suppliers are responsible for any consequences arising from failure to comply with this requirement, unless they can prove that such failure was beyond their control.
 4. Payment terms:

If goods and invoice are received by the 30th of the current month, payment is due by the 15th of the following month with a 3% discount, unless otherwise agreed. Otherwise, payment is due within 30 days of invoice receipt, strictly net.

The right to make a claim is not affected by early payment. Cash-on-delivery shipments will not be accepted.
 5. Except in cases of extended retention of title upon delivery, the supplier is not authorised to assign claims against us to third parties or to instruct third parties to collect them without our prior written consent.
 6. In accordance with German data protection laws, supplier data (name, address and bank details) will be stored electronically for accounting purposes.

VI. Delivery Time

1. The delivery time specified in the order is binding. Compliance with the delivery date or period is determined by the timely acceptance of the goods at the specified receiving or destination location, or by their receipt at that location.
2. The supplier must notify us immediately in writing if circumstances arise that indicate the agreed delivery date cannot be met.
3. In the event of a delay to the delivery, we are entitled to the legal remedies available to us. In particular, we can demand compensation for damages instead of performance, or cancel the contract after a reasonable period has passed without resolution. If we claim damages, the supplier may prove that they are not responsible for the breach of duty.
4. If we fail to accept or pay for the goods, the supplier's claim for reimbursement of expenses shall be limited to 0.5% of the delivery value per week that we are in default, provided that the default is not due to wilful misconduct or gross negligence.
5. We only permit partial deliveries with our consent..

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6. If the goods are delivered earlier than agreed, we reserve the right to return them at the supplier's expense. If the goods are not returned, we will store them at our facility until the agreed delivery date at the supplier's expense and risk. In the event of early delivery, we reserve the right to make payment only on the agreed due date. Payment will only be made on the agreed due date.

VII.**Transfer of Risk - Documents**

1. Unless otherwise agreed in writing, delivery to the address specified by us must be free of charge.
2. The supplier shall be liable for any damage to the ordered goods caused by improper packaging.
3. The supplier must clearly indicate our order number on all shipping documents and delivery notes. If they fail to do so, we will not be held responsible for any delays in processing.

VIII.**Inspection for defects, liability for defects, statute of limitations**

1. The supplier is responsible for inspecting its goods to ensure consistent quality and safety. They must also conduct an outgoing goods inspection.
2. We are not obliged to conduct an incoming goods inspection; we only carry out random spot checks. Obvious defects must be notified to the supplier within ten business days of receipt of the goods, or in the case of hidden defects, upon discovery.
3. We are entitled to make full use of our statutory rights in the event of defects; in any case, we may, at our discretion, demand that the supplier either remedies the defects or delivers a new item. We expressly reserve the right to claim damages, particularly in lieu of performance.
4. If there is imminent danger or a special urgency, we are entitled to remedy the defects ourselves at the supplier's expense.
5. If necessary, we reserve the right to inspect the goods with our supplier at the manufacturer's or its subcontractor's premises.

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6. The statute of limitations is 36 months, calculated from the transfer of risk. However, if the ordered goods are used in a building in accordance with their intended purpose and this causes a defect in the building, the statute of limitations is five years. In this case, the limitation period is five years from the transfer of risk.

IX.

Product Liability - Indemnification - Liability Insurance Coverage

1. If the Supplier is responsible for product damage, they are obligated to indemnify us against third-party claims for damages upon first request. This applies if the cause lies within the Supplier's sphere of control and organisation, and if the Supplier is personally liable in their external relations.
2. Within the scope of its liability for claims under Section 1, the supplier must also reimburse any expenses under Sections 683 and 670 of the German Civil Code (BGB), as well as under Sections 830, 840 and 426 of the German Civil Code (BGB), arising from or in connection with a recall campaign carried out by us. We will inform the supplier, to the extent possible and reasonable, of the content and scope of the recall measures to be carried out, and will give the supplier the opportunity to comment. Other statutory claims remain unaffected.
3. The supplier agrees to maintain product liability insurance with a coverage limit of €5,000,000.00 (five million euros) per claim for personal injury or property damage, on a lump-sum basis. Any further claims for damages to which we are entitled remain unaffected.
4. The supplier must retain all design and production documents relating to the goods delivered to us for eleven years, and make them available to us if we are subject to a product liability claim.

X.

Intellectual Property Rights

1. The Supplier warrants that the delivery will not infringe any third-party rights within the Federal Republic of Germany.
2. If we are held liable by a third party for this reason, the supplier is obliged to indemnify us against such claims upon our first written request. We are not authorised to enter into any agreements with the third party without the supplier's consent, particularly with regard to settling the matter.

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3. The supplier is obliged to indemnify us for all expenses necessarily incurred by us arising from or in connection with a third-party claim.
 4. The foregoing provisions of paragraphs 1 to 3 shall not apply if the Supplier has manufactured the delivered items in accordance with drawings, models or other equivalent descriptions or specifications provided by us, and if the Supplier is unaware, and is not required to be aware, that such actions infringe intellectual property rights in connection with the products developed by the Supplier. In such cases, we shall indemnify the Supplier against all claims by third parties.
 5. The statute of limitations is 10 years, starting from the date the contract ends.

XI.**Eigentumsvorbehalt - Beistellung - Werkzeuge - Geheimhaltung**

1. If we supply parts to the supplier, we retain ownership of them. Any processing or transformation carried out by the supplier shall be performed on our behalf. If our goods, which are subject to retention of title, are processed with other items that do not belong to us, we shall acquire co-ownership of the new item. Our share of ownership will be proportional to the value of our goods (purchase price plus VAT) compared to the value of the other processed items at the time of processing.
2. If we provide an item that is then inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the original item (purchase price plus VAT) relative to the value of the other mixed items at the time of mixing. If the item is mixed in such a way that it is to be regarded as the principal item, it is deemed agreed that the supplier transfers proportional co-ownership to us and holds sole ownership or co-ownership in trust for us.
3. We retain ownership of the tools, and the supplier must use them exclusively for manufacturing the goods we have ordered. The supplier must insure the tools at their replacement value against damage caused by fire, water and theft, at their own expense. The supplier hereby assigns to us all claims for compensation arising from this insurance, and we hereby accept such assignment. The supplier must perform any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, promptly and at their own expense. The supplier must notify us immediately of any malfunctions. If the supplier culpably fails to do so, claims for damages will not be affected.

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4. The supplier must keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. This obligation to maintain confidentiality shall remain in effect even after this contract has been performed; it shall expire when the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.
 5. If the security interests to which we are entitled under Sections 1 and/or 2 exceed the purchase price of all our goods subject to retention of title for which payment has not yet been made by more than 10%, we are obliged to release such security interests at the supplier's request and at our discretion.

XII. Advertisement

You must not refer to our existing business relationship in any informational or promotional materials without our prior express written consent.

XIII. Place of Performance - Jurisdiction - Governing Law

1. The place of performance is either our place of business in Lennestadt or a destination specified by us.
2. For contracts with merchants and legal entities, the place of jurisdiction is the court with jurisdiction over our registered office in Lennestadt.
3. German law applies to all orders, deliveries, and services. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

Date of these Terms and Conditions of Purchase: April 2017