



General Purchase Conditions of **H. F. Meyer Maschinenbau GmbH & Co. KG**

1. General provisions – area of application

1.1 The following General Purchase Conditions apply to all contracts, orders and purchases concluded by H. F. Meyer Maschinenbau GmbH & Co. KG with suppliers.

1.2 Our General Purchase Conditions apply exclusively. We do not accept any contrary, differing or additional conditions issued by the supplier unless we have given our express written consent to their application.

1.3 A lack of response by ourselves to any differing conditions of which we are notified by the supplier does not imply our consent to them. Our General Purchase Conditions continue to apply even if we unreservedly accept order acknowledgements and/or pay for supplies in full knowledge of contrary or differing conditions.

1.4 Our General Purchase Conditions apply only in commercial transactions with businesses within the meaning of § 310 para. 1 of the German Civil Code.

2. Orders

2.1 Contractual agreements between ourselves and the supplier relative to prices, services and conditions of payment always relate only to the respective contract specifically agreed and are not valid for subsequent contracts.

2.2 Orders and acceptance, including any additions and amendments to these, must be in writing. Verbal side agreements entered into on conclusion of the contract are valid only if confirmed by ourselves in writing. The same applies to amendments to the contract after it has been concluded.

2.3 The supplier must confirm orders and amendments in writing immediately. If the supplier fails to accept the order/amendment within 10 days of its receipt by proper confirmation of acceptance, we are entitled to withdraw it. The date on which we receive the confirmation is deemed to be the effective date of confirmation. No claims by the supplier may be derived from withdrawal.

2.4 Full or partial transfer or sub-contracting of the orders for goods and services to a third party requires our prior written agreement.

2.5 We will not accept the cost of insuring the goods, in particular the cost of transport insurance.

2.6 The supplier undertakes to ensure compliance with our General Purchase Conditions by any third party contracted by the supplier. For this purpose our supplier shall provide the said third party with a copy of our General Purchase Conditions.

3. Supply – Transfer of Risk



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3.1 Actual delivery dates shall be determined by ourselves in consultation with the supplier. Advance deliveries or part-deliveries are permitted only with our agreement.

3.2 Agreed delivery dates are binding. Unless agreed to the contrary, delivery dates and periods are calculated from the date of receipt of our order by the supplier.

3.3 The goods or services are deemed to be delivered on time when received on time at the specified delivery address. The criterion is that they are made available in acceptable condition.

3.4 We must be notified in writing if circumstances occur that put at risk compliance with agreed delivery dates or make this impossible; we must be notified immediately in writing of the reason for the delay and its probable duration. If the delivery dates are not met by the supplier, we have the rights granted to us by law.

3.5 On our operating site, the supplier has a duty to comply with instructions regarding safety, the environment and fire protection applicable to external visitors.

3.6 The values specified by our incoming goods inspection department in consultation with specialist departments relative to the dimensions, quantities, weight and quality of the objects of supply are definitive.

3.7 For deliveries "free domicile", the risk transfers to us when the contractually agreed delivery has been handed over and accepted at the place of performance in accordance with the agreement.

3.8 H. F. Meyer Maschinenbau GmbH & Co. KG is entitled to return deliveries made before the agreed delivery date at the expense of the supplier or to charge the supplier for warehousing costs incurred accordingly.

3.9 Strikes and lockouts, interruptions to business operations or restrictions on business operations or similar events, the consequence of which is to reduce the use of the goods ordered, shall release H. F. Meyer Maschinenbau GmbH & Co. KG from any acceptance obligation for the duration and scope of their effect.

4. Packing – Despatch – Marking of Goods

4.1 The objects of supply must be marked in accordance with our specifications, and appropriately packed and despatched. Packing and despatch regulations must be observed. Goods with damaged primary and/or secondary packaging will in principle not be accepted and may be returned to the supplier at his expense. The supplier shall bear the costs incurred accordingly.

4.2 Delivery must be made on transport supports in perfect condition (undamaged, clean, suitable for the intended purpose). These must be packed and secured suitably for transportation.

4.3 Delivery notes must accompany every delivery, and must include the following details: description of content according to type and quantity – our order number – our item number – our item description – our project number.

4.4 Notification of despatch must be sent to us on the day of despatch at latest.

5. Prices – Invoice – Payment – Non-assignment

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5.1 The price shown on our order is binding. Unless agreed to the contrary, prices are deemed to be "free domicile" including packing and despatch costs.

5.2 Invoices must be issued immediately after despatch of the goods and must include the following details: delivery note number – our order number – our project number - our item number – our item description – your item description – packing unit. VAT must be shown separately and the invoices sent electronically to rechnung@hfmeyer.de.

5.3 Payment will be made under the conditions set out in the order. Unless agreed to the contrary, we will pay the amount of the invoice within 30 days with 3% discount, or 60 days net – calculated from the date of correct delivery according to the contract and receipt of a checkable invoice.

5.4 All payments are made subject to contractual delivery and correct calculation of prices. If we discover a defect covered by the guarantee, we are entitled to withhold payment until the guarantee obligation has been fulfilled.

5.5 The supplier is not entitled to assign his claims on us or permit these to be collected by a third party without our written consent. This does not apply if a valid agreement exists to the effect that the supplier has an extended reservation of ownership.

6. Quality assurance – Product liability

6.1 The supplier must ensure that delivery of his goods and services satisfies regulations on environmental protection, accident prevention and other industrial safety regulations, including all legal requirements applicable in the Federal Republic of Germany. The supplier has a duty to draw attention to any special handling and disposal requirements that are not generally known for each delivery.

6.2 The goods to be delivered must correspond precisely with the documents such as drawings, descriptions, designs, specifications and similar on which the respective order is based.

6.3 If we have requested first samples or reference samples of a product, the supplier is not authorised to commence corresponding series production without our express written approval.

6.4 In respect of the quality of products to be supplied, the supplier must always orientate himself to the most recent state of the art, draw our attention to possible improvements, technical innovations and changes to specifications and send us the up-to-date form in each case without being requested to do so.

6.5 We must be notified in writing in advance of all planned changes to the object of supply relative to identical goods and services previously provided, and these require our prior written consent under all circumstances.

6.6 We must receive unsolicited notification of safety defects discovered retrospectively on the basis of product observations, including after expiry of the guarantee period.

6.7 Upon our first request, the supplier shall indemnify us against all claims made by third parties in respect of defects, infringements of third party rights or product damage by his supply due to his share in the cause of these.



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6.8 The supplier shall notify us of existing patents owned by the supplier or a third party.

6.9 With regard to the supplier's product liability, statutory provisions also apply. The supplier is responsible for actions to avert any damage (eg. recall campaign) to the extent that he has a legal obligation to this effect. The supplier is responsible for taking out reasonable product liability insurance.

6.10 Suppliers shall grant H. F. Meyer Maschinenbau GmbH & Co. KG the opportunity to carried out audits on site.

7. Complaints – Claims for defects – Compensation – Time barring

7.1 We must lodge any complaints in respect of obvious defects within 14 days of delivery. With regard to concealed defects which cannot be detected by proper inspection, the period for lodging a complaint is 14 days from the date of discovery of the defect. Timely notification is proved in both cases by the date on which the notification was sent. The stated periods are not applicable in the case of fraudulent concealment of a defect by the supplier. By accepting or approving designs or samples presented, H. F. Meyer Maschinenbau GmbH & Co. KG does not waive the right to make justifiable claims under the guarantee.

7.2 We are entitled to the full extent of statutory claims for defects.

7.3 in the event of subsequent fulfilment by the supplier, the periods for lodging complaints set out above recommence from the time of delivery of the replacement or refurbished goods.

7.4 We expressly reserve the right to pursue the full extent of compensation for damage in accordance with statutory provisions, including compensation instead of performance, for all degrees of culpability.

7.5 The supplier shall bear the risk of transport damage.

7.6 The period after which claims for defects are time-barred is 36 months, commencing from the date of transfer of risk. Longer statutory periods of limitation remain unaffected, as do more far-reaching statutory provisions on expiry suspension, suspension and the recommencement of statutes of limitation.

8. Production resources – items made available

8.1 Production resources such as specifications, models, samples, tools, drawings, printed documents and similar which were made available to the supplier by ourselves must be returned to us immediately on request.

8.2 Production resources made available to the supplier or manufactured to our instructions may not be duplicated, sold, pledged or circulated, nor used in any way whatsoever for third parties without our express written permission. The same applies to the products manufactured with these production resources.

8.3 Items of all kinds made available to the supplier remain our property. They may be used exclusively for the purpose of providing the goods and services ordered.



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8.4 Production resources manufactured or produced by the supplier must be kept available for the supplier's replacement requirements for a period of 10 years from the date of last production.

9. Confidentiality

The supplier undertakes to keep secret all commercial and technical information and documents not generally known of which he becomes aware through his business relationship with us, to treat these as strictly confidential and to use them exclusively for the provision of the goods and services ordered. A corresponding obligation must be placed on all sub-contractors.

10. Place of performance – court of jurisdiction – applicable law

10.1 Unless otherwise stated in the contract, the place of performance and payment is the registered office of H. F. Meyer Maschinenbau GmbH & Co. KG.

10.2 If the supplier is a merchant, the exclusive court of jurisdiction is the court with competency at our registered office, including for cheque and bill of exchange procedures. The same court of jurisdiction still applies even if the supplier does not have a place of general jurisdiction in the Federal Republic of Germany on the date on which court proceedings are instigated. We are, however, entitled to call upon any other competent court.

10.3 The law of the Federal Republic of Germany applies to the exclusion of the UN CISG.

10.4 Should any clause in our General Conditions of Purchase be null and void for any reason whatsoever, the validity of the other provisions shall remain thereby unaffected.

Neustadt in Holstein, 17.08.2021