

Purchasing Conditions of HONASCO Kunststofftechnik GmbH & Co. KG

§ 1 Scope of application, general provisions

1. The following conditions apply for contracts, or other legal relationships enterprises in the sense of section 310 para. 1 BGB (German civil code) legal persons under public law and special funds under public law.
2. For all orders, contracts and call-offs only the following conditions of purchase apply. These conditions of purchase also apply for all current and future business of HONASCO with the supplier. The supplier's conditions do not apply unless HONASCO expressly consents in writing to their application. The purchase conditions of HONASCO also apply if HONASCO, while knowing of contradictory or diverging conditions of the supplier, accepts the delivery without reservation or pays.

§ 2 Orders

1. Orders, supply-contracts and call-offs as well as their amendments and supplements require written form. Delivery call-offs may be done by electronic data interchange.
2. Individual orders have to be confirmed by the supplier without delay. If the supplier does not expressly accept the order within two weeks after receipt, HONASCO may revoke it. Delivery call-offs become binding, if the supplier does not object within two weeks after receipt.
3. The supplier's offers, even if samples are provided, are always free and non-binding for HONASCO. The offer has to correspond to HONASCO's request with regard to the nature and amount of the goods or the performance. The supplier is obliged to specifically point out differences between the request and the offer.
4. Agreements between the supplier and HONASCO regarding quality assurance, specifications, drawings, instructions and other documents apply for the service to be provided or the goods to be delivered by the supplier, even if the order or the supply contract or the delivery call-off do not explicitly make reference to them.

§ 3 Deliveries

1. The agreed dates and deadlines are binding. Foreseeable delays have to be notified to HONASCO by the supplier immediately, the rights and remedies of HONASCO, including the right to damages, remain unaffected.
2. Unless the parties have explicitly agreed otherwise, the supply has to be made carriage paid including all additional costs and expenses and packaging. An obligation to return the packaging only exists if it has been agreed upon. The costs for the disposal of the packaging are to be borne by the supplier. The passing of risk is always at the factory of HONASCO, or if delivery is not made there, the delivery address stated.

3. The acceptance of a late delivery without reservation does not mean a waiver of the right to damages or contractual penalties.

§ 4 Non-disclosure

Documents of all kinds which HONASCO or its agents provide to the supplier, such as samples, drawings, models, data or the like, as well as any other information provided by HONASCO or its agents, have to be treated as trade secrets. They may only be transferred or made available to third parties with the express consent of HONASCO. Such objects may only be copied if it is necessary for the supplier's operation and if copy right law is respected. Sub-suppliers have to be committed accordingly and have to be made known to HONASCO. The supplier's non-disclosure obligation ceases, if and in as far as information has, without a violation of this clause, become generally known.

§ 5 Delivery documents and invoice

1. For every delivery, a delivery note and a separate invoice have to be handed over to HONASCO in two copies. These have to state the order number as well as any other information specified by HONASCO. If the invoicing relates to goods of different order numbers, the amounts for each order number have to be stated separately.
2. The obligations of the supplier to make available any documents that may be needed for the delivery remain unaffected.
3. Prices stated in the order are binding upon both parties. Diverging prices are only valid if they have been confirmed by HONASCO in writing.

§ 6 Payment conditions

1. Unless another agreement has been made, invoices are paid after the receipt of the invoice and the goods within fourteen days while deducting three percent of the invoice amount or until the 28th day of the following month without deduction. In case an early delivery is accepted, the due dates are calculated according to the delivery date agreed upon. Payment is made under the reservation of the examination of the invoice.
2. Invoices can only be processed by HONASCO if they contain, according to the specification of the order, the order number and other information stated there.

§ 7 Warranty

1. HONASCO will notify about non-conformities of the goods without delay after the discovery. The notification is in due time in any case, if it is received by the supplier within a period of five working days, calculated from the receipt of the goods or, in case of hidden defects, after their discovery.

2. In case of the supply of defective goods HONASCO has, in addition to all contractual and legal rights and remedies, a claim for the reimbursement of all costs for transport, travel, work or material, including costs for installation and dismantling which are caused by a cure (repair of the defective goods or supply of non-defective goods). HONASCO may also claim the reimbursement of increased costs for the checking of the goods which are caused by the defects.
3. The goods supplied have to be in conformity with all legal or usual standards regarding environmental protection in Germany and all countries where, according to the supplier's knowledge, the goods are to be used, the goods also have to be admitted, registered or certified in as far as that is required by law or usual in the aforementioned countries.
4. The warranty period for the supplier is determined according to the applicable law, it is at least 24 months after the goods have been received at HONASCO or the delivery address.

§ 8 Product liability/producer's liability

1. In case HONASCO is confronted with a claim by one of its customers or a third party based on product liability or producer's liability, the supplier is obliged to indemnify HONASCO from such claims, if and in as far as that damage has been caused by a deficiency of the products delivered by the supplier.
2. The supplier in this case bears all costs and expenses, including legal costs or the costs for a recall. Further claims remain unaffected.
3. The supplier is obliged to take out insurance with a minimum cover of 10 million Euros as the combined limit for a physical injury and financial loss to cover their claims according to §§ 1 and 2 above. Upon request, the supplier has to proof the assurance to HONASCO. If HONASCO has further claims, these remain unaffected.

§ 9 Industrial Property Rights

1. The supplier warrants that with his delivery or the onward sale or use of the goods delivered, no industrial property rights or copyrights of third parties are violated in the country where the seat of the supplier is, the EU or in the USA. He will indemnify HONASCO from all claims which result from the use of such rights.
2. In the relationship between HONASCO and the supplier, only the supplier is liable to such third parties which rely on the violation of an industrial property right or copyright due to the goods supplied.
3. Lawsuits, which are based on the violation of such rights are to be conducted and managed by the supplier, who will fully indemnify HONASCO.

§ 10 Reservation of Title

Any reservation of title by the supplier is excluded.

§ 11 Place of Fulfilment, Forum, Choice of Law

1. The place of fulfilment is the seat of HONASCO.
2. The courts which are competent for Bielefeld, Germany, have exclusive jurisdiction. HONASCO may, however, also raise claims at the courts competent for the supplier's seat.
3. Only German law applies. The application of the UN-Convention on the international sale of goods of 11th April 1980 is excluded.

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