

§ 1

General – Scope of Application

- (1) Our General Terms and Conditions of Purchase apply exclusively; we do not accept the supplier's terms and conditions unless we have explicitly agreed to their application in writing. Our General Terms and Conditions of Purchase also apply if we accept the supplier's delivery without reservations whilst being aware of the supplier's contrary or deviating general terms and conditions.
- (2) Agreements made between us and the supplier with regard to this contract shall be in writing.
- (3) Our General Terms and Conditions of Purchase only apply vis-à-vis entrepreneurs in terms of § 310 (4) of the German Civil Code (BGB).

§ 2

Offer – Offer Documents

- (1) The supplier is obliged to accept our order within two weeks.
- (2) We reserve any titles to and copyrights in pictures, drawings, calculations and other documents; they may not be disclosed to third parties without our prior written approval. They shall solely be used for processing our order; they shall be returned upon completion of our order without further notice. They shall not be disclosed to third parties. In this respect § 9 applies additionally.

§ 3

Prices – Terms of Payment

- (1) The price indicated in the order is binding. Unless otherwise agreed in writing, the term "free delivery" shall include packaging. The return of the packaging needs to be specifically agreed upon.
- (2) The statutory value added tax is included in the price.
- (3) We can only process invoices if these contain the order number indicated in our order; the supplier shall bear the consequences resulting from the non-compliance with this obligation unless he is able to prove that he is not responsible in this regard.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price less a 2% discount within 14 days after the receipt of the goods and the invoice, or net within 30 days after receipt of the invoice.
- (5) We are entitled to exercise rights of set-off and retention as provided by law.

§ 4

Time of Delivery

- (1) The time of delivery indicated in the order is binding.
- (2) The supplier is obliged to notify us in writing and without delay if circumstances occur or become apparent that may result in the time of delivery not being complied with.
- (3) We are entitled to the statutory rights in case of default in delivery. We are especially entitled, after expiration of a reasonable deadline, to demand damages in lieu of performance and to rescind the contract. If we demand damages, the supplier may prove that he is not responsible for the breach of duty.

§ 5

Passing of Risk – Documents

- (1) Delivery shall be free of charge unless otherwise agreed in writing.
- (2) The supplier is obliged to indicate our exact order number on all shipping documents and delivery notes.

§ 6

Defects Investigation – Liability for Defects

- (1) We are obliged to check the goods delivered for any quality or quantity deviations within a reasonable time. The complaint is deemed timely if received by the supplier within 5 working days after the delivery of the goods, or, in case of hidden defects, from the time of their discovery.
- (2) We are fully entitled to the statutory claims for defects; in any case we are entitled, at our choice, to have the supplier repair the defect or deliver new goods. We reserve the right to claim damages, in particular damages in lieu of performance, as well as the right to rescind the contract.
- (3) We are entitled to repair the defect at the supplier's expense if he is in default with performing the requested repair of the defect.
- (4) The limitation period is 36 months and begins with the passing of risk.

§ 7

Product Liability – Indemnification – Third-Party Liability Insurance

- (1) If the supplier is responsible for product damage, he shall be obliged, at first request, to indemnify and hold us harmless from third party compensation claims as far as the cause lies within his domain and organisation and he is externally liable, too.
- (2) Within the framework of the supplier's liability for damages according to subsection (1) above, the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 or §§ 830, 840, 426 of the German Civil Code (BGB) that result from or are connected with a recall campaign. We shall – as far as this is possible and reasonable – inform the supplier about the content and

extent of the product recall and will give the supplier the possibility to state his opinion. Further statutory rights remain unaffected.

- (3) The supplier undertakes to maintain a product liability insurance with a general coverage of one million EUR per personal injury / property damage. If we are entitled to further claims for damages, these shall remain unaffected.

§ 8

Industrial Property Rights

- (1) The supplier guarantees that his delivery does not infringe any third party rights within the Federal Republic of Germany.
- (2) If a third party makes claims against us, the supplier is obliged, on first written demand, to indemnify and hold us harmless against these claims; without the supplier's approval we are not entitled to conclude any agreements, in particular settlements.
- (3) Any expenses that necessarily result from or are connected with a third party asserting claims against us shall be reimbursed by the supplier.
- (4) The limitation period is 10 years and begins with the conclusion of the contract.

§ 9

Confidentiality

The supplier is obliged to strictly keep all pictures, drawings, calculations or other documents and information confidential. They may only be disclosed to third parties with our explicit approval. The confidentiality obligation shall remain in force after the implementation of the contract; it expires as soon as the manufacturing knowledge contained in the pictures, drawings, calculations or other documents become public knowledge.

§ 10

Jurisdiction – Place of Performance

- (1) If the supplier is a merchant, the place of our registered office shall be the place of jurisdiction. The laws of the Federal Republic of Germany shall apply exclusively between the parties. The provisions on the international sale of goods and the German international private law (Rome I) are not applicable.
- (2) Unless otherwise stipulated in the order, the place of our registered office shall be the place of performance.

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