

# **General Terms and Conditions of Purchase of VA-Engineering GmbH**

as of January 2020

## **General provisions**

These General Terms and Conditions are applicable for all purchase orders placed by VA-Engineering GmbH. Terms and conditions of the supplier will be applicable only in case if such are confirmed in writing by VA-Engineering GmbH.

## **Order / order confirmation**

VA-Engineering GmbH orders are in writing without personal signatures and will be effective as firm orders so far as these include corresponding remarks.

The supplier is required to confirm the orders within a period of two weeks in writing.

After this period, VA-Engineering GmbH is entitled to cancel the orders.

All specifications and other documents, which are attached to the orders, are considered as part of the order.

## **Change of delivery items**

In case of any change of delivery items by VA-Engineering GmbH, the supplier shall immediately inform VA-Engineering GmbH in writing about any repercussions on costs and delivery time due to such changes.

## **Delivery time**

Agreed delivery dates are binding on the supplier. In case of deliveries after agreed delivery date but without "reminder" the supplier shall inform VA-Engineering GmbH immediately of foreseeable delays in writing.

In case of delayed delivery, VA-Engineering GmbH will have right to claim compensation for additional costs incurred and the damages caused by delay in line with applicable statutory regulations.

Additional costs, particularly covering necessary purchases required for covering delayed supplies, shall be borne by the supplier. The acceptance of delayed deliveries by VA-Engineering GmbH shall not be construed as waiver for claims.

## **Delay**

In case of late deliveries, the supplier has to pay compensation to VA-Engineering GmbH at a value of 1% per completed week of delay, maximum 10% of the contract value.

## **Force majeure**

In case of production interruptions caused by force majeure (such as natural disasters of any kind, particularly severe weather, earthquakes, floods, volcanic eruptions, but also fire, traffic accidents, Hostage-taking, wars, riots, civil war, revolution, terrorism, sabotage, strikes), VA-Engineering GmbH is authorized to withdraw the orders.

With all undeserved acceptance obstacles, the supply and date of payment extend according to the duration of the delay.

## **Delivery**

All deliveries are ex works, without packaging.

Deliveries are to be made in accordance with the general rules on the transport and freight with suitable delivery packaging.

Partial deliveries require the written approval by VA-Engineering GmbH and as such are to be marked on the shipping documents.

VA-Engineering GmbH will not bear any costs for insurance.

Where the supplier is required under the Packaging Ordinance to take back the used packaging, the supplier shall bear the costs for transport and recycling of the used packaging.

## **Performance on construction sites**

The supplier and / or suppliers employee has / have to abide by legal, professional associations and police regulations. In addition, supplier shall follow the work safety-, fire-, environmental-, accident prevention and safety standards.

Further, any project-specific regulations must also be observed.

All necessary certificates such as

- SCC certificate
- A1 certificate
- Security Pass
- Social security card

are to be carried by the supplier and / or supplier's employee.

The supplier's employee shall also follow the applicable local site regulation.

Should the supplier hire a sub supplier with the work, this has also comply with the above conditions.

Hiring of sub suppliers shall require the written approval of VA-Engineering GmbH.

## **Billing and Payment**

For every delivery and / or services, the supplier has to submit a separate invoice.

The invoice must match with purchase order text and codes and must mention VA-Engineering GmbH order number.

Payments shall be made at the option of VA-Engineering GmbH upon receipt of invoice within 14 days less 3% discount or within 60 days without deduction, notwithstanding the right of later claims.

In case of defective deliveries VA-Engineering GmbH is entitled to withhold payments until correction of such defects and without loss of right to granted rebates or discounts.

## **Liability for defects, defects investigation, inspection,**

The supplier guarantees that the delivered goods are free from defects of any kind.

VA-Engineering GmbH is entitled to inspect the items delivered on sampling basis in line with industrially recognized business procedures

The supplier shall not object to delayed defect notification discovered during the sample testing as well non detected latent defect as long as these are immediately notified to the supplier.

Unless otherwise agreed in writing, period for statute of limitations for warranty claims for the supplied items shall be 24 months from commissioning / use of the final product.

Over and above VA-Engineering GmbH will be entitled to defect liability claims as per existing legal regulation.

## **Quality assurance, product safety**

Before changing of manufacturing processes, materials or parts supplied for the delivery items, relocation of production sites, further changes in processes or facilities for the examination of the object of delivery or of any other action which may affect the quality and / or safety of the delivered goods, the supplier has to inform VA-Engineering GmbH in time prior to delivery. Changes in the established specifications shall not be made without written consent of VA-Engineering GmbH.

Any changes to the delivery items and product-related changes in the process chain, must be documented in a product life cycle. To be documented here are, inter alia, drawing changes, discrepancy permission procedural changes, changes to the test methods and test frequencies, changes of suppliers, supply parts and supplies.

The documentation for the product life cycle shall be furnished to VA-Engineering GmbH on request.

## **Product Liability**

In case VA-Engineering GmbH is taken from a customer or third parties due to product liability claims, the supplier is obliged to indemnify us of such claims, unless the damage was caused by a failure of a delivery item. In these cases, the supplier shall bear all costs and expenses, including legal costs. In all other respects the legal regulations shall apply.

## **Applicable law, place of jurisdiction and place of performance**

The legal relationship between the supplier and VA-Engineering GmbH is subject to German law.

Jurisdiction and performance is 32429 Minden / Westfalen.