

## **Terms and conditions of purchase**

### **1. Scope of application**

Unless otherwise agreed in writing, these Terms and Conditions of Purchase shall apply exclusively to this and all future orders or commissions. Conflicting or additional general terms and conditions of the Contractor shall not bind the Client or its affiliated companies (§§ 15 ff. AktG) even if the Client does not explicitly object to these terms and conditions or accepts the delivery or service without reservation.

Unless regulated separately or otherwise in these Terms and Conditions of Purchase, the 2020 version of INCOTERMS shall apply.

### **2. Offer, order, correspondence**

- 2.1. Offers from the Contractor shall be made free of charge. Cost estimates shall only be remunerated after written agreement.
- 2.2. Verbal ancillary restrictions to an order or assignment shall only be effective if they have been confirmed in writing by the client.
- 2.3. The order number and the date of the order or commissioning as well as the number and designation of the ordered material assigned or communicated by the Client must be stated in all of the Contractor's documents.

### **3. Conclusion of contract, documents, origin of goods**

- 3.1. Orders, delivery schedules and the conclusion of contracts as well as any amendments or additions thereto must be made in writing.
- 3.2. The Contractor shall confirm or reject orders in writing without delay, but at the latest within 3 working days of receipt. In the case of delivery schedules, these shall become binding if the Contractor does not object within 3 working days of receipt of the delivery schedule. Working days are all days from Monday to Friday with the exception of public holidays at the registered office of kwst.

### **4. Shipping**

- 4.1. The Contractor must observe the shipping address specified in the order or commission. The relevant tariff, transport and packaging regulations for rail, road transport, shipping, air transport, etc. must be complied with during shipment.
- 4.2. In addition to the shipping address, the order details (order number, order date, delivery point, if applicable the name of the recipient and the material designation and number assigned or communicated by the client) must always be stated in the transport documents. If subcontractors are used, they must indicate the Contractor as the ordering party in correspondence and shipping documents, stating the order data.
- 4.3. The Contractor shall only be entitled to make partial deliveries or render partial services with the Client's consent.

## **5. Delivery date, delay**

- 5.1. The delivery or service date specified in the order is binding. The Contractor is obliged to inform the Client immediately if circumstances arise and become apparent to him which indicate that the specified delivery or service date cannot be met.
- 5.2. The supplier is obliged to inform kwst immediately in writing (also by e-mail) if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met. Otherwise, the supplier may no longer invoke such circumstances at a later date.
- 5.3. In the event of culpable non-compliance with the delivery or performance date specified in the order, the Contractor shall be obliged to pay the Client a contractual penalty of 0.2% per working day of delay, but no more than a total of 5% of the order amount due at the time of the delay. If the Client accepts the fulfillment, it reserves the right to demand the contractual penalty from the Contractor.

## **6. Place of fulfillment, proof of performance**

- 6.1. The place of fulfillment for the Contractor's delivery or service shall be the shipping address or place of receipt specified in the order or commission.
- 6.2. Any contractually agreed proof of performance and acceptance shall be carried out free of charge for the client and recorded in writing by both parties.

## **7. Price, invoice, payment**

- 7.1. The price stated in the order or commission is a fixed price, unless explicitly stated otherwise in the order. § Section 313 BGB remains unaffected by this.
- 7.2. The invoice must comply with the applicable statutory requirements and contain all details in full so that the Client can check the legality of the invoice without further inquiry and pay it and claim the value added tax deduction. Unless otherwise requested by the Client, the invoice shall be submitted without copies only once and separately to the invoice address stated in the order or commission. Incorrectly submitted invoices shall only be deemed to have been received by the Client from the time of correction.
- 7.3. The payment period shall commence on the day on which the invoice is duly received at the invoice address stated in the order or commission, but not before all conditions agreed for proper invoicing have been met (e.g. receipt of goods free of defects, acceptance, approval of the documentation).

## **8. Claims for defects, liability of the contractor, statute of limitations**

- 8.1. The Contractor warrants that its delivery or service has the individually guaranteed properties and the contractually agreed quality, is suitable for the contractually stipulated use, is not impaired in its value and suitability and complies with the generally recognized rules of technology as well as the current statutory and official regulations, has been carried out with the necessary care and, unless otherwise agreed, remains free of defects during the warranty period of 24 months.

- 8.2. If the delivery or service does not comply with the specifications in Section 8.1 or if it is defective for other reasons, the client shall be entitled to the statutory claims for defects.
- 8.3. The Contractor shall be liable for defects of title in accordance with the statutory provisions, in particular for ensuring that neither the delivery or service nor its contractually agreed use infringes patents or other industrial property rights of third parties in the agreed country of receipt. If a claim is made against the Client by a third party for this reason, the Contractor shall be obliged to indemnify the Client on first written request against all claims (including court and legal costs) which the Client necessarily incurs from or in connection with the claim by the third party. The Client is not entitled to enter into any agreements with the third party to the detriment of the Contractor without the Contractor's consent.
- 8.4. The statutory and/or contractually agreed claims and rights in the event of material defects and defects of title shall fall under the statute of limitations in accordance with the statutory provisions.
- 8.5. Except in the cases of suspension of the limitation period provided for by law, the limitation period for claims and rights in the event of defects shall also be suspended during the period between notification of the defect and rectification of the defect. The warranty period specified in Section 8.1 shall begin anew for completely or partially newly delivered, replaced or repaired goods or services.
- 8.6. The Contractor's liability shall otherwise be governed exclusively by the statutory provisions. If claims are asserted against the Client by third parties, the Contractor shall be obliged to indemnify the Client upon first written request against all claims (including court and legal costs) which accrue to the Client from or in connection with the claim by the third party, insofar as the Contractor or its supplier has caused and is responsible for the defect giving rise to the liability. The Client is not entitled to enter into any agreements with the third party - without the Contractor's consent - to the detriment of the Contractor.

## **9. Confidentiality**

The Contractor commits to keep all information, knowledge and documents, e.g. technical and other data, measured values, technology, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as Information) received from the Client or otherwise disclosed by or to the Client or its affiliated companies confidential, not to make them accessible to third parties and to use them only for the purpose of processing the respective order or assignment. The Contractor obligates himself to return to the Client without delay all information such as documents, samples, specimens or the like physically transmitted hereunder at the Client's request, without retaining copies or records, and to destroy its own records, compilations and evaluations containing information without delay at the Client's request and to confirm this to the Client in writing. The Client shall be entitled to ownership rights and all industrial property rights to the Client's information.

## **10. Place of jurisdiction and applicable law**

- 10.1. The exclusive place of jurisdiction for all legal disputes arising from the business relationship between the Client and the Contractor shall be Hannover if the Contractor is a merchant. However, the Client shall also be entitled to bring an action before the court having jurisdiction at the Contractor's registered office.

10.2. All legal relationships between the Contractor and the Client shall be governed exclusively by the law of the Federal Republic of Germany, excluding the conflict of law rules of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Only the German text of the contract is binding, the English translation is for information purposes only