

Standard Purchase Terms of BIBA – Bremer Institut für Produktion und Logistik GmbH, Bremen (hereinafter referred to as 'BIBA')

1. General terms

These Purchasing Terms are applicable to contracts of purchase, contracts for services, contracts for the provision of services and delivery of materials and mixed forms thereof signed between BIBA and the Contractor (hereinafter referred to as 'CN'). They apply in relation to businessmen within the meaning of Section 310, paragraph 1 of the German Civil Code (BGB). Divergent terms will not apply unless they have been agreed to in writing.

2. Bids

Bids must be submitted free of charge in at least in single form. The bid must meet the specifications of the enquiry or invitation to bid.

3. Prices

3.1 Prices are fixed prices without VAT and apply free to the point of use including packing. Costs for shipping insurance will not be assumed by BIBA.

If otherwise agreed then indirect costs such as packing, freight and insurance must be advanced in full by CN and indicated separately in the invoice for goods.

3.2 Ordinance PR 30/53 on prices in public assignments in the version applicable at the time of award of the assignment is to be applied.

3.3 Favourable terms or price discounts granted to other customers must also be granted to BIBA.

4. Assignment / assignment confirmation

4.1 The assignment must be in writing. This also applies to amendments. BIBA may revoke the assignment if the Contractor does not confirm it in writing within two weeks of receipt (assignment confirmation).

4.2 Applicable to performance of BIBA's assignment for supplies and services are:

- The assignment / purchase order letter.
- Standard Terms for the Rendering of Services VOL/B in the version applicable at the time when the assignment is granted.
- Relevant statutory and regulatory regulations and terms including standards and accident prevention regulations such as CE, VDE, Elektro- und Elektronikgerätegesetz etc. In each case the version applicable on the supply date applies.

5. Subcontracting assignments to third parties

Subcontracting of assignments to third parties is not allowed without BIBA's prior written consent. Violation of this will entitle BIBA to withdraw from the contract in full or in part.

6. Delivery deadline

CN will be deemed to be in arrears with delivery if the delivery deadline has been exceeded, even without a reminder. If exceeding the deadline is to be expected then CN must promptly notify BIBA of this in writing, indicating the reasons and the tenta-

tive duration. Any eventual consequences of the arrears will not be affected by such notification.

7. Shipping and customs

At least one delivery ticket is to be enclosed with the delivery. For deliveries from outside the customs jurisdiction CN must contact the delivery / performance address indicated on time about customs and import clearance.

8. Ensuring that deadlines are met

In the event of arrears in delivery, BIBA is entitled to claim late delivery compensation in the amount of 0.5% for every week of delay commenced, up to a maximum of 5% of the value of the assignment. The right to assert damage compensation claims going beyond this is reserved.

9. Acceptance / Final inspection

Where acceptance / final inspection is provided for, the corresponding proof is the responsibility of the CN. Where trial operation is provided for then acceptance / final inspection is cleared after a perfect trial run on the basis of the acceptance / final inspection specification by means of a joint acceptance / final inspection memorandum.

10. Invoicing

10.1 All invoices are to be addressed with indication of the BIBA assignment / purchase order number to the delivery / performance address indicated in the assignment letter.

Invoices will not be payable as long as the BIBA assignment / purchase order number is missing.

10.2 A separate invoice must be generated for every assignment/ every purchase order. The invoices are to be broken down in accordance with the assignment / purchase order letter. Partial invoices and final invoices are to be identified as such.

11. Payments

Payments and early payment discount deadlines commence upon receipt of the invoice but at the earliest upon receipt of the goods and where an acceptance / final inspection has been provided for upon successful acceptance / final inspection of delivery / performance. BIBA can only be declared in arrears with a payment reminder.

12. Passing of risk

Risk passes to BIBA upon receipt of the goods and, where an acceptance / final inspection is provided for, upon successful acceptance / final inspection of the delivery / performance.

13. Liability for flaws

13.1 The warranty is governed by the terms of this assignment. CN warrants diligent and proper fulfillment of the contract on the basis of our VOL/B.

13.2 The specifications and functions stipulated are deemed to be contractually assured and in addition to that guarantee by themselves the properties of the delivery / performance.

13.3 Costs to be borne by CN in remedying flaws comprise in each case the expenses for carrying out remedy of flaws and packing, shipping and insurance costs.

13.4 The warranty refers to replacement deliveries and performance including subsequent improvement work. It runs from the date when remedy of the flaw has been ascertained. For delivery parts that can not remain in operation due to warranty flaws the ongoing warranty period is extended by the period of time of the operation outage.

13.5 Statutory regulations apply otherwise.

14. Keeping of spare parts

As the case may be CN must oblige itself to surrender to BIBA together with the item to deliver complete spare parts documents and to deliver at any time upon request and accordingly on invoice the spare parts designated.

With requests for replacements, the price of the part may not be higher than is indicated in the spare parts documents surrendered but an appropriate surcharge may be invoiced for cost rises caused by general cost and wage rises for which CN is not responsible.

15. Intellectual property rights

CN will hold BIBA harmless against any eventual claims for direct or indirect intellectual property right violations for which it is responsible.

16. Assignment of claims

The assignment of a claim on BIBA by CN requires the former's prior written consent.

17. Precedence

The stipulations in the text of the assignment take precedence over these Purchase Terms.

18. Venue of performance and forum of jurisdiction

Venue of performance for deliveries / performance is the address indicated in the assignment / purchase order. Venue of performance for payments is Bremen.

The proper forum for legal action is in Bremen.

19. Miscellaneous

Should one or more provisions be or become fully or partially void then the validity of the remaining provisions is not affected by this. The same applies in case of a gap.
