

**Terms and Conditions of Purchase**  
**TeroLab Surface GmbH**  
**Langenfeld, Germany**

**Please Note:**

We shall not incur costs or liabilities by preparing an order or quotation. All our orders shall be placed in writing and are only valid in this form. All machines, devices etc. offered have to comply with Industrial Safety Regulations.

**Energy-Management**

"Terolab Surface GmbH introduced an energy-management system according do DIN 50001. We would like to point out that thereby our purchasing/buying decision is based, among other things, on the energy efficiency of the products and services to be purchased. Please support us in this and always quote the product and/or service with the highest energy efficiency."

**Reduction of Costs**

If you are able to meet our technical requirements with a more cost-efficient functional solution, please make a suggestion. Further we would like to be informed, if differing quantities lead to price reductions.

**Terms and Conditions of Purchase**

**1) General Terms**

The following terms and conditions of purchase form an integral part of your order. These purchasing conditions also apply to all future orders, even if no specific reference to them is made in individual cases. They are deemed accepted when the order has been confirmed or goods have been delivered. Conflicting or differing conditions of the order confirmation shall become binding for us only upon explicit recognition. Silence on our part does not in any event imply recognition. Our orders only become binding when they are placed or confirmed in writing. The same applies to all amendments and ancillary agreements.

## **2) Order Confirmation**

Business transactions require an immediate written confirmation of the supplier. If a written confirmation is not received within 15 days from placing the order we shall not be bound to the order anymore.

## **3) Dispatch Note**

The shipment must include a delivery note. On the day of shipment of goods we are to be sent a dispatch note containing the exact specifications of the delivered goods. Invoices shall not qualify as dispatch notes. In all delivery notes, dispatch notes, bills of lading, postal slips and invoices the order references, notably order number, order date, manufacturing number and cost centre, shall be stated completely.

## **4) Delivery Period**

The delivery period starts on the day of the order confirmation and is binding. If the delivery period is exceeded we are entitled to cancel the order or agreement and to enforce compensation claims in accordance with legal provisions. As soon as the supplier has reason to assume that a delivery cannot be made, in full or in part, at the delivery date agreed he shall immediately inform us thereof, stating the duration of the delay and the reasons for the same. If he does not give notice thereof, he cannot claim an obstacle to delivery which cannot be attributed to him.

## **5) Warranty**

At our choice the supplier is to eliminate all occurring defects on the delivered goods at their own expense or replace defective goods by goods that are free from defect. The supplier has a time limit for supplementary performance of fourteen days. Should the supplier fail to honour his obligation for

Supplementary performance within fourteen working days, we are entitled to claim compensation according to general regulations or withdraw from the contract according to statutory regulations. The warranty also covers parts manufactured by sub-suppliers. The supplier is also liable for ensuring that trade mark rights of third parties will not be infringed by using the delivered objects. The supplier shall bear freight and other additional costs, incurred by notice of defect. The same applies to all related assembly costs.

## **6) Quantities**

The quantities and number of units ordered by us are binding and must be strictly observed. Short delivery cannot be accepted. Excess deliveries require our explicit approval.

## **7) Invoice and Payment**

Invoices shall be sent in duplicate and shall be received at the latest four days after shipping of the goods. Each delivery shall be calculated separately.

## **8) Terms of Payment**

14 days 3% discount, 30 days net. Payment terms shall be counted from the time of the receipt of the invoice. Goods are to be free of defects.

## **9) Trade Secret**

Any and all information (including provided drawings, sketches and samples) relating to our order be it in writing or orally, shall be treated confidentially. They are to be used for the execution of our orders exclusively. They must not be made accessible to third parties. Drawings, sketches and samples are to be returned.

## **10) Place of Performance and Jurisdiction**

Langenfeld

## **11) Declaration of Prohibition and Waiver**

We here with expressly prohibit the coverage of a damage insurance as per paragraph 29.1.2 ADSp (General German Freight Forwarding Terms and Conditions) as well as a transportation and product insurance by the forwarder. We herewith waive and prohibit indemnity insurance. This waiver is valid until revoked or otherwise stated on a case-by-case basis. Insurance costs that may be charged shall not be paid.

## **12) Correspondence**

Please address all correspondence relating to our order directly to our sales department.