

HOFMANN

GLASTECHNIK

Purchasing Terms

Purchasing Terms and Conditions

Preamble

The following terms and conditions shall apply to all purchase contracts for deliveries and services concluded by Hofmann Glastechnik GmbH as the ordering party. All orders and contracts, as well as amendments or supplements must always be in writing. The place of delivery and performance of services is Staudt.

We are entitled to cancel the order free of charge if, despite our request to do so, the supplier does not confirm it in an unchanged form within one week after receipt.

Purchase-Prices

All prices agreed with the supplier are fixed, all-in prices. They include all costs related to the deliveries and services to be provided by the supplier. Subsequent price increases or supplements are excluded.

Delivery-Deadlines

Agreed deadlines for deliveries and services are binding. If delays can be foreseen or have already occurred, the supplier must immediately notify Hofmann Glastechnik GmbH of such circumstances. Partial deliveries require our written consent.

If the delivery deadline is exceeded due to the fault of the supplier, we shall be entitled to demand compensation, notwithstanding our further rights. If the supplier even does not deliver or perform within an adequate period for supplemental performance, Hofmann Glastechnik GmbH shall be entitled to appoint a third party with fulfillment of the contract and demand compensation for the necessary expenses and additional costs from the supplier. The right of the supplier for supplemental performance and our obligation to accept the service are excluded, as soon as the period for supplemental performance has expired.

Invoices, Payments

Invoices shall be submitted in duplicate, separately from the shipment. The period for payment of the invoice begins on receipt of the proper invoice, but not before the receipt of the goods or services. Payments do not mean acknowledgement that the delivery or service complies with the contract.

Complaints, Warranty and Return

Delivered goods and services must be free from third party rights. Obvious defects of the delivery or service will be immediately notified to the supplier as soon as they are discovered. In case that nothing different is agreed in individual contracts, the warranty period for defects amounts up to 24 months according to German law.

Even if only parts of the goods or services do not meet the agreed quality level, Hofmann Glastechnik GmbH shall be entitled to reject the complete delivery. Defective deliveries or services must be immediately rectified, by means of delivering a nondefective repetition of the service or by rectification of the defect. The supplementary performance will be regarded as having failed if the defect is still not rectified after the second attempt at supplementary performance.

After the unsuccessful expiry of an adequate grace period for supplementary performance, we shall be entitled to have the defect and any resulting damage rectified by a third party at the expense of the supplier. The setting of the grace period can be dispensed with, if the supplementary performance has failed, if the supplier refuses the supplementary performance as such, or rejects rectification or subsequent delivery due to disproportionate costs, or if special circumstances exist, which justify immediate rectification of defects by a third party under consideration of mutual interests.

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Technical Documents, Non-Disclosure

Technical documents, drawings, etc. from Hofmann Glastechnik GmbH represent our intellectual property and are intangible assets protected by copyright, competition law, as well as business secrecy. They shall be returned immediately after processing the order, including any duplicates which may have been made.

The supplier shall only be permitted to use the mentioned items for processing the order and may not disclose or otherwise make them accessible to third parties. The same shall apply to any information contained in these items.

If the supplier should produce the items partially or entirely at the expense of Hofmann Glastechnik GmbH he is not allowed to display, publish, advertise or produce these items for third parties without our written consent.

Exemption with Physical and Legal Defects

The supplier shall exempt Hofmann Glastechnik GmbH from all claims, which third parties assert against us, regardless of the legal reason, due to a physical or legal defect, which is the fault of the supplier and will compensate Hofmann Glastechnik GmbH with the necessary costs of resulting such legal prosecution. In particular, the supplier shall warrant, that his deliveries and services do not infringe any patents or other third party property rights.

Passing of Risk, Property Rights

At the time of receipt of products, or for machines and devices, at the time of putting into operation, the risk passes to Hofmann Glastechnik GmbH. With delivery of goods subject to reservation of ownership, Hofmann Glastechnik GmbH shall be entitled to an onward sale within the context of ordinary business operations. Not later than with payment of the full remuneration, Hofmann Glastechnik GmbH will become the absolute owner.

Provision of Material

Material provided by us remains our property and shall be kept by the supplier free of charge, separately from the supplier's other items, insure it at his own expenses.

If the contractor should process the material provided by Hofmann Glastechnik GmbH or modify its shape, we shall become the direct owner of the resulting newly created items. If the provided material should only be a part of the new items, we acquire the coownership of the new items in relation to the share that corresponds to the value of the provided material.

Legal Regulations

For all deliveries and services, the regulations of the Hazardous Materials Ordinance and safety recommendations by the responsible, professional bodies or professional associations, e.g. VDE, VDI, DIN, ECHA, shall be complied with. Relevant certificates, test certificates and evidence shall be included free of charge. A technical description, safety and operating instructions for devices shall also be included free of charge. The supplier is solely responsible for compliance with accident prevention regulations. The contractor shall be obligated to identify goods requiring export approval and to specify the customs tariff number and inform us of the relevant US customs code number, in addition to the export list number.

Applicable Law

The substantive law of the Federal Republic of Germany and the provisions of the UN Convention on Contracts for the International Sale of Goods ("UN-CISG"), shall apply to all legal relationships and transactions established by the purchase contract. Sole place of adjudication for both parties for all legal disputes arising out of a contract or in connection with the supply relationship, including matters of currency exchange, is Staudt. If we appear as the plaintiff, we are also entitled to bring an action before the court responsible for the Buyer's place of business.

If individual provisions of the respective agreement or these purchasing terms and conditions should be or become invalid, this shall not oppose the validity of the remaining terms and conditions. In such a case, a regulation shall be regarded as agreed, which is valid and feasible and comes closest to the intended result.