

General purchasing conditions (as of: 11.2010)

1. Scope

1.1. These purchasing conditions apply to all orders placed by company PURATEK Anlagentechnik GmbH (hereinafter also referred to as "PURATEK" or "Purchaser"). We do not recognize any conditions of suppliers that conflict with or deviate from these purchasing conditions unless we have explicitly agreed to their validity in writing. These purchasing conditions also apply if we accept the supplier's delivery without reservation despite being aware of the supplier's conditions that conflict with or deviate from our purchasing conditions.

1.2. All agreements between PURATEK Anlagentechnik GmbH and the supplier must be recorded in writing.

1.3. These purchasing conditions do not apply to consumers.

1.4. These purchasing conditions also apply to all future transactions with the supplier.

2. Offer, offer documents

2.1. Offers must correspond exactly to company PURATEK's inquiry with regard to the type, quantity and quality of the goods. If offers deviate from the specifications of the inquiries, this must be explicitly stated in the offer.

2.2. The creation of offers is free of charge.

2.3. Illustrations, drawings and other documents may not be made accessible to third parties without our explicitly written consent. We reserve all existing property rights or copyrights. The documents handed over are to be used exclusively for processing offers or completing our order. After the order has been processed, the documents must be returned without request and must be kept secret from third parties.

3. Order acceptance

3.1. Every accepted order must be confirmed immediately in writing by the supplier using our order number.

3.2. At the latest upon acceptance of the order, the supplier is obliged to disclose the technical data, installation conditions and other information required for the installation or use of the delivery item.

4. Delivery time

4.1. The delivery time stated in the order is binding.

4.2. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met.

4.3. In case of a delay in delivery, we are entitled to legal claims. In particular, we are entitled to demand compensation instead of performance after a reasonable period of time has expired without result. If we demand compensation, the supplier has the right to prove to us that he is not responsible for the breach of duty.

5. Transfer of risk, documents

5.1. Unless otherwise agreed in writing, delivery must be made free of charge.

5.2. The supplier is obliged to state our exact order number on all shipping documents and delivery notes; if he fails to do this, we are not responsible for the resulting delays in processing.

6. Defect investigation, liability for defects

6.1. We are obliged to check the goods within a reasonable period of time for any deviations in quality or quantity. The complaint is timely if it is received by the supplier within five working days from receipt of the goods or, in the case of hidden defects, from discovery.

6.2. We are entitled to the statutory claims for defects in full; In any case, we are entitled, at our discretion, to request that the defect be corrected or that a new item be delivered. The right to compensation, in particular to compensation instead of performance, is expressly reserved.

6.3. We are entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default.

6.4. The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 478, 479 BGB apply.

7. Product Liability, Indemnification, Liability Insurance

Coverage

7.1. If the supplier is responsible for product damage, he is obliged to release us from third-party claims for damages upon first request if the cause lies within his area of control and organization and he himself is liable externally.

8. Property rights

8.1. The supplier guarantees that in connection with and through his delivery no rights of third parties within the Federal Republic of Germany and in the possibly different country of destination are violated, insofar as this has been communicated to the supplier.

8.2. If claims are made against us by a third party for this reason, the supplier is obliged to release us from these claims upon first written request; We are not entitled to make any agreements with the third party, in particular to conclude a settlement, without the consent of the supplier.

8.3. The supplier's obligation to indemnify refers to all expenses that we necessarily incur as a result of or in connection with the claim by a third party, unless the supplier proves that he is not responsible for the breach of duty underlying the infringement of the property rights.

8.4. The limitation period for these claims is three years, starting with the transfer of risk.

9. Retention of title, provision, tools, confidentiality

9.1. If we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier is carried out on our behalf. If our reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of our item (purchase price plus sales tax) to the other processed items at the time of processing.

9.2. If the item provided by us is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus sales tax) to the other mixed items at the time of mixing. If the mixing occurs in such a way that the supplier's item is to be viewed as the main item, it is agreed that the supplier transfers proportional co-ownership to us; the supplier keeps the sole ownership or co-ownership for us.

9.3. We reserve ownership of tools; The supplier is obliged to use the tools exclusively for the production of the goods ordered by us. The supplier is further obliged to insure the tools belonging to us at new value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance. We hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in a timely manner at his own expense. He must report any incidents to us immediately; If he culpably fails to do so, claims for damages remain unaffected.

9.4. To the extent that the security interests to which we are entitled in accordance with paragraph 1 and/or paragraph 2 exceed the purchase price of all of our reserved goods that have not yet been paid for by more than 10%, we are obliged to release the security interests at our discretion at the supplier's request.

10. Place of jurisdiction, place of performance

10.1. If the supplier is a merchant, our place of business is the place of jurisdiction; However, we are also entitled to sue the supplier at his place of residence.

10.2. Unless otherwise stated in the order, our place of business is the place of performance.