

General Conditions of Purchase Kochendörfer Wasserkraftanlagen D- 92714 Pleystein

1. Applicability

By accepting our purchase order the terms of delivery included/ listed in the contractor's offer or its order confirmation for the execution of the relevant purchase order cease to apply, even if we have not objected to them. We are only obliged by terms of delivery in so far as they have been recognized by us in writing. Even with the ineffectiveness of individual provisions, the remaining content of our conditions of purchase shall remain valid.

2. Orders

Only written orders are valid.

For their validity, amendments require the written confirmation of the contracting authority.

The order is to be confirmed to us in writing within 10 working days, or up to the date mentioned on the order form, otherwise we are entitled to withdraw the order.

3. Prices, pricing

The prices agreed in the purchase order are fixed prices, unless the order expressly states otherwise. Subsequent price changes must be expressly acknowledged in writing by the contracting authority.

If no prices are stated in the order, these must be listed in the order confirmation.

Prices are CIP (DDP) to receiving agency, including packaging costs.

4. Transfer of risk

With deliveries including installation and/or assembly the risk is transferred on acceptance by a person authorised to do so by the contracting authority.

With deliveries not including installation and/or assembly the risk is transferred on receipt of the receiving agency specified by the contracting authority.

5. Payment

The contracting authority basically pays 3% discount at 14 days or net at 30 days. The receipt of the invoice at the contracting authority's premises is applicable as the date for the discount deduction.

Other payments, advance payments or partial payments are to be agreed in writing.

The payment is not a recognition of the regularity of the goods and services and therefore does not waive rights of any claims arising from performance deficiencies against the warranty or for compensation.

6. Delivery period and penalties for delayed delivery

The timeliness of deliveries/services it is based on the date of receipt at the receiving agency specified by the contracting authority.

The timeliness of deliveries with installation, assembly or services is based on the acceptance by a person authorised by the contracting authority.

If the agreed delivery period is exceeded for reasons which the contractor is responsible, the contracting authority is entitled to charge a penalty for delay in the amount of 2% for each week but not exceeding 10% of the total amount. The unconditional acceptance of delayed deliveries/services contains a waiver of the delay penalty.

Estimated delivery delays must be made in writing to the contracting authority stating the reasons and the expected duration.

After a reasonable period of grace set by the contracting authority has expired, it may withdraw from the order and carry out a cover purchase at the expense of the contractor.

7. Warranty, defects

In general the warranty period is 24 months. It basically begins with the acceptance of the deliveries/services, whereby the following applies:

- For deliveries that are unchanged or are in the context of equipment that is to be processed or/and installed by the contracting authority, the warranty begins by the acceptance of the delivery by the customer of the contracting authority or a person authorised by the contracting authority to do so.
- For deliveries without installation or assembly the warranty begins from the time as soon as the goods and services are supplied for their proposed use.

If the contracting authority has to fulfil a warranty period towards its customer that is longer than 24 months, then this also applies to the deliveries/services provided by the contractor for this purpose. The contracting authority will state this to the contractor in its purchase order.

The contracting authority is not obliged to immediately examine the deliveries/services for defects after acceptance, or to inform the contractor of such. The claim to warranty is maintained, if it is made within the warranty period.

Deficiencies, especially those that appear during the processing or further processing, will be repaired directly by the contracting authority in cases of emergency or for the purpose of damage reduction. The costs incurred shall be invoiced to the contractor according to applicable charge rates of the contracting authority.

8. Product liability

If the contracting authority is to provide services to its customers or third parties, the cause of which is due to the flawed deliveries/services from the contractor, the contractor must fully indemnify the contracting authority with regard to such claims.

9. Drawings, plans or other data

Drawings, plans and other data provided by us remain our intellectual property, and which we can dispose of freely. These documents may only be used to carry out our orders and may not be transferred or made available to external third parties. They are to be returned to us free of charge after the delivery of the order.

Should a breach of these provisions by the contractor be the cause of even minor losses due to the transfer of our intellectual property, then the contractor must compensate for the total resulting damage.

10. Patents, rights

The contractor shall indemnify and hold us harmless from and against any disputes of patents, protection of registered design or copyrights arising from or in context with its deliveries/services and to grant us the unrestricted use of the delivered goods or services provided. This applies in particular to software that is created specifically for our order or created for our order from standard programs by adjustments/additions.

11. Force majeure

Only natural disasters, fire, explosion, war or strikes are considered "force majeure". The beginning and end of "force majeure" is to be confirmed to the contracting authority in writing with validation by the respective Chamber of Trade and Industry.

If "force majeure" continues for more than 6 months the contracting authority is entitled to withdraw from the contract. All documentation and drawings necessary for replacement manufacturing are to be made available in full.

12. Applicable law, place of jurisdiction

German law shall apply exclusively. Court of jurisdiction and place of fulfilment is Weiden i. d. Opf. .