



## **General Terms and Conditions of Purchase**

### **1. General information**

#### **1.1 Scope of application**

These General Terms and Conditions of Purchase apply in the version valid at the time of conclusion of the contract for all orders placed by the client (OFB technical Service GmbH, Birlenbacher Str. 14, 57078 Siegen, Germany, represented by its managing directors: Mr. Michael Stauf and Mr. Stefan Kröller). Should the contractor use conflicting terms and conditions of business, these are hereby expressly rejected.

These terms and conditions shall apply regardless of whether the client places the order in his own name for his own account, in his own name for the account of a third party or in a third party's name for the account of a third party.

#### **1.2 Definitions**

The terms "order, contractor and client" are to be understood in the commercial sense. The term "order" shall mean the contractual relationship between "contractor" and "client" irrespective of the type of contract in question, the term "contractor" shall mean the party who owes the principal performance and the term "client" shall mean the party on whose behalf the order is placed, who is to receive the principal performance and who is to pay the remuneration.

The term "delivery" means both the handing over of goods, the provision of services and the production of a work.

"Contractor" means you.

OFB technical Service GmbH will be referred to in the following as "client" for short.

#### **1.3 Contractual Agreement**

Contract languages are German and English. Contractors within the meaning of these General Terms and Conditions are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code).

#### **1.4 Conclusion of contract**

The conclusion of the contract takes place individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that the client makes an inquiry to the contractor and receives a binding offer, which can then be accepted within two weeks. With the acceptance, the contract is concluded.

#### **1.5 Subsequent amendment of the conditions of purchase**

The client is entitled to subsequently adapt and supplement the General Terms and Conditions of Purchase with respect to existing business relations, insofar as changes in legislation or jurisdiction make it necessary or other circumstances lead to the contractual equivalence relationship being not only insignificantly disturbed. A subsequent amendment of the Terms and Conditions of Purchase shall become effective if the contractor does not object to the amendment within six weeks of notification. At the beginning of the period, the client shall expressly point out to the contractor the effect of his silence as acceptance of the contractual amendment and shall grant him the opportunity to make an express declaration during the period. If the contractor objects within the deadline, both the client and the contractor can terminate the contractual relationship extraordinarily unless the client allows the contractual relationship to continue under the old General Terms and Conditions.

### **2. Dates, delivery periods, fixed transactions and place of performance**

#### **2.1 Dates and delivery periods**

The respective performance time is individual and results from the contract concluded between the client and the contractor. The agreed dates and delivery periods are binding.

## **2.2 Delay in delivery**

The contractor must inform the customer immediately of any impending delay in delivery.

For each case of culpable delay in delivery, the contractor undertakes to pay to the client an appropriate contractual penalty, which can be determined by the client and reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be set off against the contractual penalty. The client has the right to claim damages exceeding the contractual penalty against proof.

## **2.3 Place of performance**

Unless otherwise agreed in writing, the contractor shall send the delivery at his own expense and risk to the delivery address stated in the order, which shall also be the place of performance.

## **3. Invoice, price, payment and packaging**

### **3.1 Price**

The agreed prices are net prices, i.e., the statutory value-added tax is to be added

The agreed price may not be exceeded. If the client demands a service after the order has been placed, e.g., due to requests for changes and additions, which require additional work on the part of the contractor, the contractor shall only be entitled to special remuneration if he has notified the client of this claim in text form immediately after requesting the additional service.

### **3.2 Due date**

Unless other terms of payment have been agreed, the remuneration shall be due for payment 60 days after receipt of an invoice correctly issued in accordance with the requirements of VAT law and, if applicable, after acceptance. The contractor undertakes to send the relevant invoice by e-mail and/or by post to the client's address stated in the order confirmation.

### **3.3 Packaging**

Unless otherwise agreed, the contractor shall bear all possible packaging costs and their disposal costs.

## **4. responsibility of the contractor**

### **4.1 General information**

The contractor is solely responsible for the content, correctness and completeness of the data and information transmitted by the contractor (e.g., details on shipping documents). Furthermore, the contractor undertakes not to transmit any data whose contents infringe the rights of third parties or violate existing laws.

Furthermore, it is the responsibility of the contractor, if applicable, to ensure that the subject matter of the contract is not encumbered with third-party rights or that he has the necessary rights of use. If a claim is made against the client by the licensor because the foreign license material was not used properly, the contractor shall be responsible for compensating the client for the resulting damage.

### **4.2 Release order and intermediate storage**

Insofar as delivery is called off or intermediate storage takes place, the contractor is obliged to ensure the proper storage and appropriate insurance of the subject matter of the contract.

### **4.3 Customs and export control**

As far as the subject of the contract concerns goods requiring an export license, the contractor undertakes to provide the customer with the following information within a period of 15 working days by means of a declaration in text form:

- Order number, order item, order number
- Export list number according to current Annex 1 Annex AL to the German Foreign Trade and Payments Regulation (AWV) in compliance with Annex I of Council Regulation (EC) No. 428/2009 ("Dual-Use Regulation")
- statistical goods number (HS code)

The period for the transmission of information shall commence on the day of the conclusion of the contract. If the last day of the period falls on a Saturday, Sunday or a general holiday recognized by the state at the place of performance, the period shall end on the next working day.

#### **4.4 Confidentiality**

The contractor is obliged to keep secret all business and trade secrets and information designated as confidential, which are communicated and/or become known to him by the client during the execution of the contract.

The obligation to maintain secrecy shall also apply to the period after the completion of the order.

The client is also obliged to do so unless the order requires disclosure to third parties. The client is, for example, expressly permitted to process the personal data entrusted to him or to have it processed by third parties in the course of providing the service. In the context of a legal dispute, the client is entitled to disclose internal information of the contractor in order to protect his interests, even without prior release from the obligation of secrecy. Confidentiality does not apply to information that is generally accessible, that is published by the other party to the contract itself or that has become known by third parties.

Insofar as a non-disclosure agreement (NDA) has been concluded between the contractor and the client, this shall remain unaffected by the above provisions.

#### **4.5 Contractual penalty**

For each case of culpable violation of one of the above provisions, the contractor undertakes to pay to the client an appropriate contractual penalty, which can be determined by the client and reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be set off against the contractual penalty. The client has the right to claim damages in excess of the contractual penalty against proof.

#### **5. Material and tools provided**

The client has the copyright or the exclusive right of use or ownership of the materials made available to the contractor (e.g., concepts, drafts, drawings, models, tools, etc.). As far as the contractor uses further tools or means of production, these become the property of the client upon payment. Without the express consent of the client, the contractor is not entitled to make the aforementioned materials available to third parties, whether for payment or free of charge, to use them for purposes other than those agreed upon or to dispose of them.

In addition, the contractor is responsible for the proper storage, care and maintenance of the aforementioned materials for the duration of the contractual relationship. If an object owned by the client is stored in the premises of the contractor beyond the specific contractual relationship in order to be able to use it again in the context of follow-up orders, the contractor is also responsible for the proper storage, care and maintenance for the period of storage.

For each case of culpable violation of one of the above provisions, the contractor undertakes to pay to the client an appropriate contractual penalty, which can be determined by the customer and reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be set off against the contractual penalty. The client has the right to claim damages in excess of the contractual penalty against proof.

#### **6. Claims for defects and liability**

##### **6.1 Claims for defects and damages**

All claims for defects and damages against the contractor shall be governed by the statutory provisions.

##### **6.2 Exclusion of liability**

The client and his legal representatives and vicarious agents are only liable for intent. Only if essential contractual obligations (consequently such obligations whose observance is of particular importance for the achievement of the purpose of the contract) are affected, will liability also be accepted for gross or slight negligence. In this case, liability is limited to the foreseeable damage typical for the contract.

The above exclusion of liability does not apply to liability for damages resulting from injury to life, body or health. The provisions of the German Product Liability Act also remain unaffected by this exclusion of liability.

#### **7. Notices of defects**

Notices of defects on the part of the client shall be deemed to have been made in good time if they are made within ten working days of delivery or, in the case of non-obvious defects, of discovery. Timely dispatch of the notice of defects is sufficient to comply with the deadline. Payments do not constitute a waiver of the right to complain.

## **8. Final provisions**

### **8.1 Place of jurisdiction**

The exclusive place of jurisdiction for all legal disputes arising from this contract shall be the client's place of business, provided that the contractor is a merchant, a legal entity under public law or a special fund under public law.

### **8.2 Choice of law**

Insofar as there are no compelling legal regulations according to the contractor's home law to the contrary, German law is deemed to be agreed, excluding the UN Convention on Contracts for the International Sale of Goods.

### **8.3 Severability clause**

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions of Purchase.

OFB technical service GmbH  
Birlenbacher Str. 14  
57078 Siegen  
Germany

E-Mail: [info@ofb-service.com](mailto:info@ofb-service.com)  
Telefon: +49 (0)271 580 098 50