

General Conditions of Purchase
EP Ehrler Prüftechnik Engineering GmbH
EP Instruments Messtechnik + Kalibrierung GmbH
EP - Flow Systems GmbH

1.0 General Information

1.1 The following terms and conditions of purchase apply to orders. Differing terms apply only if they are acknowledged by the customer in writing. If different conditions are specified in the order confirmation, they do not oblige the purchaser without his express, written acknowledgment. The execution of the order is considered an acknowledgment of the conditions of purchase. If the Purchaser accepts the delivery / performance without contradiction, it cannot be deduced from this that the Purchaser has accepted the delivery terms of the Supplier. These terms and conditions of purchase can be viewed at www.ep-e.com and downloaded as a file.

2.0 Placing of order and acceptance

2.1 Only orders (orders / dispatches) and contracts concluded or confirmed in writing are legally binding for the Purchaser. Verbal or telephone orders, including additions, require a written confirmation.

2.2 Orders, call-offs and their amendments and supplements may also take place by prior to written agreement also by data transmission or by machine-readable data carriers.

2.3 However, legal declarations of both parties may also be made in electronic form. In this case, the party making the declaration must add his name and provide the electronic document with a qualified signature according to the signature law.

In the case of a contract, both parties must sign an identical document electronically in the aforementioned manner.

Until proof of the contrary, each party is bound to the declarations contained in such a digital document if the document has been digitally signed according to the requirements of the signature law.

2.4 Should the Purchaser accept with the order the Supplier's offer without modification, the contract shall be concluded with the receipt of the order. A further order confirmation from the Supplier side is not needed.

If the Supplier deviates from the provisions in the order in an order confirmation, the Supplier must clearly state this. If this is omitted, the contract comes into effect without these deviations.

2.5 If, as an exception, no price is mentioned in the order, the Supplier has to indicate his maximum price in the confirmation, which is deemed approved if the Purchaser does not object within two weeks.

- 2.6 The Purchaser may demand changes to the delivery item even after conclusion of the contract, as far as this is reasonable for the Supplier. In this case of amendment, the effects on both sides, in particular with regard to the additional or reduced costs as well as the delivery dates, shall be adequately taken into account.
- 2.7 Remuneration for visits or the preparation of offers, projects etc. are not granted.
- 2.8 The Supplier shall treat the contract as confidential, and shall not be permitted to disclose any commercial relations with the Purchaser until after his written consent.
- 2.9 The contractual parties undertake to treat any commercial or technical details which are not obvious to them as a result of the business relationship as commercial secrecy. Subcontractors shall be obligated accordingly.

If one of the contractual partners recognizes that an information which is to be kept secret has passed into the possession of an unauthorized third party or a document which has to be kept secret has been lost, he shall immediately inform the other contractual partner.

3.0 Prices, shipping, packaging

- 3.1 The agreed prices are fixed prices and exclude all kinds of additional claims.
- Costs for packaging and transport up to the shipping address or place of use indicated by the Purchaser as well as for customs formalities and customs are included in the prices. The nature of the price does not affect the agreement on the place of performance.
- 3.2 Each delivery shall be announced immediately after execution by means of a delivery note, which is precisely structured regarding type, quantity and weight. Delivery notes, freight notes, invoices and all correspondence must contain our order number.
- 3.3 The Purchaser only accepts the quantities ordered. Over- or under-deliveries are only permitted after prior agreement with him.
- 3.4 Shipping is at the risk of the Supplier. The risk of any deterioration, including the accidental loss, remains with the Supplier until delivery to the address or place of use desired by the Purchaser.
- 3.5 An obligation for acceptance of returned packaging depends on the legal requirements. If, exceptionally, packaging is invoiced separately to the Purchaser, he shall be entitled to return packaging which is in good condition free of charge to the Supplier, for a compensation of 2/3 of the value indicated on the invoice. Only environmentally friendly packaging materials should be used.

4.0 Delivery dates, delivery delay, force majeure

- 4.1 The agreed delivery dates are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at the point of receipt or use specified by the Purchaser or the timeliness of successful acceptance.

- 4.2 If the Supplier recognizes that an agreed date cannot be adhered to for any reason, he must notify the Purchaser in writing without undue delay, specifying the reasons and the anticipated duration of the delay.
- 4.3 If the Supplier is in default of delivery, the Purchaser is entitled to the statutory claims.
- 4.4 After the unsuccessful expiry of a reasonable period set by him, the Purchaser shall be entitled, at his discretion, to demand damages instead of performance or to procure a replacement from a third party or to declare rescission. The entitlement to the delivery / performance shall be lost as soon as the Purchaser requests compensation in lieu of the service in writing or declares the rescission.
- 4.5 The Purchaser can only invoke on the lack of necessary documents to be provided by the Supplier if he has dunned the documents in writing and has not received them within a reasonable period.
- 4.6 Force majeure and labor disputes shall release the contractual partners from the performance obligations for the duration of the disruption and to the extent of their effect. The contractual partners are obligated to promptly provide the required information within reasonable bounds and to adapt their obligations in good faith to the changed circumstances.

The Purchaser is exempted from the obligation to accept the ordered delivery / service in whole or in part and, thus, entitled to rescind the contract if the delivery / performance is no longer usable due to the delay caused by force majeure or the labor dispute at the Supplier, taking into account economic aspects.

- 4.7 In case of earlier delivery than agreed upon, the Purchaser reserves the right to carry out the return at the expense of the Supplier. If the goods are not returned in the event of an early delivery, the goods will be stored at the Supplier's expense and risk up to the delivery date. In the event of premature delivery, the Purchaser reserves the right to make payment only on the agreed maturity dates.
- 4.8 The Purchaser shall accept partial deliveries only after explicit agreement. In the case of agreed partial shipments, the remaining quantity shall be indicated.

5.0 Liability for material defects

- 5.1 The Supplier warrants that all deliveries / services are free from defects, in particular, that they have the characteristics described in the order and enable proper, safe and trouble - free operation, are state - of - the - art technology and comply with the relevant legal provisions and regulations of authorities, professional associations and trade associations.
- 5.2 If deviations from such regulations are necessary in the individual case or if there are concerns about the type of execution desired by the Purchaser, these shall be communicated immediately to the Purchaser in writing.

The incoming goods inspection of the Purchaser shall be limited to transport damages, samples and open defects, he shall immediately notify the supplier in writing of defects in the delivery / performance as soon as they are determined according to the conditions of a proper business process, at the latest, however, within 5 calendar days after receipt of the delivery by the Purchaser. Defects which the Purchaser does not detect in the case of samples, are regarded as hidden defects.

5.3 Unless otherwise agreed in the order, the warranty period for the delivery / service shall be 24 months from delivery.

5.4 If defects occur in the delivery item within the warranty period, the Purchaser shall, at his option, claim that the Supplier remedies the goods free of charge by remedying the defect and / or replacing the goods free of charge, and for all additional costs incurred in this connection, in particular material and labor costs of the exchange of defective item deliveries, the Supplier bears the costs.

5.5 If the Supplier fails to properly rectify the defect and / or substitute delivery within a reasonable period,

- or if the supplier refuses the performance or supplementary performance seriously without legal reason,

- or if the supplementary performance failed,

- or if the subsequent performance is unreasonable for the Purchaser,

- or if it is no longer possible to inform the Supplier of the defect and the imminent damage due to special urgency, and to give him a reasonable period for his own remedy, the Purchaser can, at his option:

- carry out the defect clearance and / or replacement delivery himself or have it performed by a third party. The Supplier bears the costs for this measure. His obligation to guarantee is not affected by such a replacement.

- demand reduction of the agreed price,

or

replacement of the full damage caused to the Purchaser by defects of the delivery item including the damage which has occurred outside the delivery item as well as futile expenses. This does not apply if the Supplier is not responsible for the defect.

or

to withdraw from the contract. The Purchaser may also withdraw from the contract and demand additional damages. He may also withdraw from the contract if there are special circumstances justifying the immediate rescission of the contract by weighing the interests of both parties.

5.6 For the delivery of devices, machines and plants, the warranty period begins with acceptance. If acceptance is delayed without the fault of the Supplier, the warranty period shall be 24 months after delivery of the delivery item. The warranty period for buildings and building materials is 5 years.

6.0 Product liability, breach of duty

6.1 The Supplier shall indemnify the Purchaser from claims arising from producer liability as well as from the Product Liability Act, insofar as the damage was caused by a defect in the delivery item. The Supplier shall bear all costs and expenses, including costs of defense and a recall, unless the cause of the error was not within his sphere of responsibility. The Purchaser shall inform the Supplier of the content and scope of the recall measures to be carried out before their implementation.

6.2 If the Supplier culpably breaches an obligation arising from or in connection with the order, the Purchaser may demand compensation for the resulting damage, including damage incurred outside the delivery item. The Purchaser shall, however, deviate from claims for loss of production or loss of profit only if the Supplier is intentionally or grossly negligent or the Purchaser is charged by his customers or third parties for this reason, or if these damages are covered by insurance taken out by the Supplier.

7.0 Billing and payment

7.1 Invoices are to be sent to the Purchaser in duplicate with all related documents and data after delivery in a separate form. Invoices which have not been duly submitted shall only be deemed to have been received by the Purchaser from the date of a correct invoice.

7.2 Payment shall be effected by normal commercial means either within 14 calendar days with a 3% discount or after 30 calendar days net, calculated on delivery / service and receipt of invoice.

Depending on the Purchaser's automatic payment flows, these deadlines can be increased by max. 5 working days without the expiration of the Purchaser's right to a discount.

7.3 As far as certificates of material testing have been agreed, they form an essential part of the delivery and must be sent to the Purchaser together with the delivery. At the latest, however, they must be submitted to the Purchaser 10 calendar days after receipt of invoice. The payment period for invoices starts with the receipt of the agreed certificate.

7.4 In the event of a faulty delivery, the customer is entitled to withhold payment up to the proper performance.

7.5 In the case of prepayments, the Supplier shall, upon request, have reasonable security, e.g. bank guarantee.

8.0 Property rights

- 8.1 The Supplier guarantees that all deliveries are free of property rights or other rights of third parties and that patents, licenses or other proprietary rights of third parties are not infringed, in particular by the delivery and use of the delivered goods.
- 8.2 The Supplier shall indemnify the Purchaser and its customers from claims of third parties arising from possible infringements of industrial property rights and shall bear all costs incurred for the Purchaser in this connection.
- 8.3 The Purchaser shall be entitled, at the Supplier 's expense, to obtain authorization to use the relevant goods and services from the Authorized Party.
- 8.4 The same regulation applies in the event that the Purchaser is charged by a third party due to a deficiency of rights caused by the Supplier.

9.0 Deliveries according to specification, drawings and models of the Purchaser

If the goods are manufactured according to specifications, drawings or models of the Purchaser, the goods as well as the special equipment, matrices or the like associated with their production may only be delivered to third parties with the express consent of the Purchaser.

The right of disposal for order-related production facilities and tools, in particular regarding joint use, alteration or destruction, remains exclusively with the Purchaser.

Models, samples, drawings or technical documents of any kind shall remain the property of the Purchaser and shall be kept secret; they must be returned together with possible copies made after the order has been completed.

If there are improvements made at the Supplier in connection with the execution of the order, the Purchaser has a free, non-exclusive right of use to the improvement and possible protective rights.

If, upon delivery, the Supplier has doubts about the intended type of execution, the material selection or the processing procedures, the Supplier must notify the Purchaser in writing without delay, if possible before the start of production.

10.0 Provisions of material

Provided material remains the property of the Purchaser. He reserves the right to ownership of the provided materials in such a way that the Supplier produces the objects to be supplied to the Purchaser on behalf of the Purchaser; To this extent, the Purchaser is a manufacturer within the meaning of the Act. The ownership of these items in the respective

production conditions shall be with the Purchaser. The Supplier shall detain the goods free of charge for the Purchaser.

Any waste or chips resulting from processing the material of the Purchaser shall remain the property of the Purchaser and shall be returned with the manufactured parts.

11.0 Final provisions

11.1 Should individual parts of these terms and conditions of purchase be legally ineffective, the effectiveness of the remaining provisions shall thereby not be impaired.

11.2 The Supplier is not entitled to pass on the order or essential parts of the order to a third party without the prior written consent of the Purchaser.

11.3 The Purchaser shall handle personal data of the Supplier in accordance with the Federal Data Protection Act.

11.4 Claims from this contract may only be assigned by the Supplier with the prior consent of the Purchaser.

The Purchaser is entitled to transfer rights or claims from this contract to another company of the EP Ehrler Group.

The Purchaser may offset any claims the Supplier may have against him against all claims of the Supplier or any other company of the EP Ehrler Group against the Supplier.

11.5 Unless expressly agreed otherwise, the place of fulfillment for the delivery obligation is the shipping address or place of use desired by the Purchaser; For all other obligations of both parties it is Bad Mergentheim.

11.6 The court of jurisdiction is Bad Mergentheim, if the Supplier is a merchant. The Purchaser, however, reserves the right to assert his claims at any other competent court of jurisdiction.

11.7 The law of the Federal Republic of Germany shall apply exclusively; the UN Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.

(As of 07/2013)