

GENERAL TERMS AND CONDITIONS OF PURCHASING OF STRAX GmbH (version January 2013)

Scope of application of the contractor's General Terms and Conditions of Business The General Terms and Conditions of Purchasing apply to all Strax GmbH (orderor) orders/commissions (for goods and/or services). Same are solely applicable. Any and all deviant and/or contradictory terms and/or conditions of the contractor/supplier are only valid to the extent expressly agreed in writing. Acceptance of goods and/or services and/or payment for same does not constitute approval. Reference in any STRAX order or commission to the contractor's/supplier's order/commission documentation does not constitute acceptance of the latter's terms and/or conditions.

Order placement

These Terms and Conditions of Purchasing become part of the contract once an order/commission has been accepted. Only written orders/commissions with legally binding signature/s are valid. Order/commission amendments and/or oral provisions are only valid if confirmed by STRAX in writing. The contractor/supplier may only subcontract performance of orders/commissions with the express prior written permission of STRAX.

Order confirmation

Order/commission acceptance must be promptly confirmed. Strax reserves the right to cancel without charge any order/commission awarded if proper confirmation of same has not been received within one week of such award by STRAX. Such cancellation is considered to be in good time if sent off before the order confirmation is received.

If the contractor/supplier confirms an order/commission subject to deviation/s then they must make clear reference to same and give full details of such deviation/s in said confirmation. STRAX is only bound by any such deviation/s if they expressly agree to same in writing. Acceptance of goods and/or services without reservation does not constitute agreement in this sense.

Delivery period, consequences of delay

The delivery period given in the order/commission commences on the date the order/commission is awarded. The date of receipt of the goods and/or of the rendering of the services in question at the location given by STRAX is decisive to determining whether the delivery period/s / deadline/s given has/have been complied with. The contractor/supplier must promptly advise STRAX of any and all anticipated delays in goods shipment/services rendering. In such case the deadline for delivery/rendering is only considered extended if expressly agreed to by STRAX in writing.

In the event of any such delay STRAX is entitled to invoice the contractor/supplier a contractual penalty of 0.5% of the overall value of the order/commission per day of such delay or part thereof up to a maximum of 30% of said value. This is regardless of whether the contractor/supplier is responsible for said delay or any proof of liability. STRAX reserves the right to assert claim for damages in law going above and beyond the aforementioned contractual penalty. STRAX is entitled in the event of any delay in shipment to withdraw from the contract after the fruitless expiry of an appropriate period of grace set by them in which to perform the order/commission in question even if in a previous case delayed part shipment was accepted by them without reservation or condition. If a fixed date transaction is agreed then the requirement for the subsequent setting of an appropriate period of grace does not apply.

In the event of premature shipment STRAX reserves the right to invoice the contractor/supplier any and all additional costs thereby incurred.

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Erfüllungsort und Gerichtsstand: Siegburg

Shipment, delivery

Any and all transport modes, forwarding agents and shipment regulations laid down by STRAX are binding. If STRAX do not specify a transport mode then the cheapest is to be used. The contractor/supplier must bear any and all additional costs incurred in adhering to a delivery date by utilising e. g. express shipment.

All contract performance by the contractor/supplier must comply with all applicable national and international export, foreign trade legislation and customs regulations.

No reservation of title by the contractor/supplier applies.

Payment, invoice, setoff

Payment is made by STRAX at their discretion within 30 days less 3% for prompt payment or net within 90 days unless otherwise agreed.

Invoicing is to be sent STRAX immediately after goods delivery/service rendering and must include full details of the order/commission in question in each case. STRAX is entitled to return invoices that do not meet the specifications (e. g. with incomplete order/commission data) or that do not meet VAT law requirements without processing them. In such case the invoicing is considered not to have been presented.

The contractor/supplier is not entitled to setoff in their dealings with STRAX.

Material defect liability, formal acceptance and testing for same, notification of defects

The issue of acceptance receipts by STRAX does not constitute any statement in law on formal acceptance of goods supplied and/or services rendered. Formal acceptance and testing for same and inspection for defects and completeness will be performed within a reasonable time of receipt of goods and/or services. If any part shipment does not meet legal requirements and/or possess the characteristics normal in same and/or that are specified then STRAX may reject the entire shipment. There is no obligation to give notice of defects per § 377 HGB (German Commercial Code).

The contractor/supplier must replace goods and/or services in which such defect/s arise/s within the legal guarantee term at their own expense with new such goods and/or services that are free of defect/s within a reasonable period of grace set. STRAX is entitled to demand recompense of any and all costs incurred in remedying defects, such as installation and removal costs, from the contractor/supplier. If the contractor/supplier is late in remedying any defect/s STRAX is entitled to obtain the goods and/or services in question elsewhere or have such defect/s remedied by a third party at the contractor's/supplier's expense and demand recompense for same from the contractor/supplier without advance notice and without this affecting their rights under the laws concerning the contractor's/supplier's guarantee liability. This applies even if the amount involved exceeds the theoretical costs of remedy by the contractor/supplier.

Product liability

Should any claim/s be asserted against STRAX under product liability law then the contractor/supplier herewith indemnifies STRAX against any and all such claims if the damage is due to any defect in any contractual good or service supplied by the contractor/supplier. In the event of liability without culpability this only applies if the contractor/supplier bears some degree of responsibility. If the damage cause lies within the contractor's/supplier's sphere of responsibility then they must prove their innocence.

If any costs of legal proceedings arise then the contractor/supplier must assume same. In all other respects the legal rules apply.

If a defect in any contractual good supplied or contractual service rendered results in a recall campaign then the costs of same must be borne by the contractor/supplier.

Confidentiality, data protection

The contractor/supplier must maintain strict confidentiality on any and all information they acquire in connection with any order/commission and they herewith obligate themselves to maintain such confidentiality. The contractor/supplier must obligate all their subcontractors to the same duty of confidentiality.

Applicable legal convention, place of jurisdiction, miscellaneous provisions

German law alone applies and all other legal conventions are excluded. The UN Convention on the International Sale of Goods does not apply. Place of jurisdiction for any and all disputes, particularly those concerning making contract and the rights arising thereunder, is Bonn, Germany. STRAX is entitled to take the contractor/supplier to court elsewhere, e. g. at their legal venue. Should any provision herein or in any other relevant contract made be or become null and void for any reason whatsoever this shall not affect the validity of the remainder. The contracting parties have a duty to replace any such provision with one that comes as close as legally possible to their original commercial intent.