

Article 1

General information - Area of applicability

- (1) Our conditions of purchase apply exclusively; we do not recognize contradictory conditions of the supplier or conditions deviating from our conditions of purchase, unless we would have expressly consented to their applicability in writing. Our conditions of purchase also apply if we accept the delivery of the supplier without reservation while fully aware of deviating conditions of the supplier or conditions deviating from our conditions of purchase.
- (2) All agreements concluded between us and the supplier for the purpose of implementation of this contract must be recorded in writing in this contract.
- (3) Our conditions of purchase apply only towards enterprisers as defined in Article 310, para. 1 of German Civil Code.
- (4) Our conditions of purchase also apply for all future transactions with the supplier.

Article 2

Offers - Offer documents

- (1) The supplier is obligated to accept our order within a period of two (2) weeks.
- (2) We retain the title and copyrights to figures, drawings and other documentation; they must not be made accessible to third parties without our express written approval. They must be used exclusively for the production based on our order; they must be returned to us without reminder after the order has been completed. They must be kept confidential from third parties; the regulation of Article 9, section (5) applies additionally in this respect.

Article 3

Prices - Payment conditions

- (1) The price indicated in the order is binding. Unless a deviating written agreement has been concluded, the price includes delivery 'carriage paid', including packaging. A separate agreement is required for return of the packaging.
- (2) The statutorily prescribed value-added tax is included in the price.
- (3) We can only process invoices if they indicate the order number according to the specifications in our order; the supplier is responsible for all consequences arising due to disregard of this obligation, insofar as they fail to prove that they are not responsible for said consequences.
- (4) If nothing different has been agreed upon, we pay the purchase price within 14 days, calculated from the time of delivery and receipt of invoice, with a 3% discount or net within 30 days after receipt of invoice.
- (5) We are entitled to offsetting and retention rights within the statutory scope.

Article 4

Delivery period

- (1) The delivery time indicated in the order is binding.
- (2) The supplier is obligated to inform us immediately if circumstances arise or they become aware of circumstances which indicate that the required delivery period cannot be observed.
- (3) In case of delivery default, we are entitled to the statutorily prescribed claims. In particular, we are entitled to demand compensation for damages instead of performance after the lapse of an unsuccessful grace period. If we demand compensation for damages, the supplier has the right to prove that they are not responsible for the breach of duty. Further claims and rights are reserved.

Article 5

Transfer of risk – Documents

- (1) The delivery must take place carriage paid if nothing different has been agreed upon in writing.
- (2) The supplier is obligated to indicate our exact order number on all shipping papers and delivery notes; if they fail to do so, we are not responsible for the resulting delays in the processing.

Article 6

Inspection for defects - Liability for defects

- (1) We are obligated to inspect the goods within a reasonable period for any discrepancies in quality or quantity; reporting of defects has taken place on

a timely basis if received by the supplier within a period of **three** work days, calculated from the time of the receipt of goods or, in case of concealed defects, three days from the time of discovery.

- (2) We are entitled to the statutorily prescribed claims for defects in the full amount; in each case, we are entitled demand rectification of defects by the supplier or delivery of a new item, according to our discretion. The right to compensation for damages, particularly compensation for damages instead of performance, is expressly reserved.
- (3) We are entitled to carry out the rectification of defects ourselves at the expense of the supplier if the supplier is in default of subsequent fulfilment.
- (4) The period of limitation is 36 months, calculated from the time of the transfer of risk, insofar as the mandatory provision of Article 445b, 478, para. 2 of German Civil Code does not take effect.
- (5) The remaining mandatory provisions of the delivery recourse remain unaffected.

Article 7

Product liability - Indemnification - Liability insurance coverage

- (1) Insofar as the supplier is responsible for product damage, they are obligated to indemnify us on first request from the damage claims of third parties, as the cause originates from their area of authority and organization and therefore they are liable in the external relationship.
- (2) In the scope of their own liability for damages as defined in section (1), the supplier is also obligated, in accordance with Article 683, 670 of German Civil Code or in accordance with Article 830, 840, 426 of German Civil Code, to reimburse any expenses arising from or in connection with a justifiable recall carried out by us. We will inform the supplier insofar as possible and reasonable in good time about the content and scope of such a recall and give them the opportunity to provide a statement.
- (3) The necessary notification of the responsible authorities according to the regulations of the German Product Safety Act we will do in coordination with the supplier.
- (4) The supplier undertakes to take out product liability insurance. The definition of the appropriate coverage amounts is product-specific and sector-specific; the details should be checked in consideration of the damage adequacy which is specified accordingly.

Article 8

Property rights

- (1) The supplier guarantees that no third-party rights within the Federal Republic of Germany are violated in connection with the delivery.
- (2) If third parties assert claims against us, the supplier is obligated, on first written request, to indemnify us from these claims.
- (3) In case of damage claims of a third party, the supplier reserves the right to prove that they are not responsible for the violation of the rights of said third party. We are not entitled to make any agreements with the third party without approval of the supplier, particularly conclusion of a settlement.
- (4) The supplier's duty of indemnification extends to all expenses which we have incurred from or in connection with the assertion of claims by a third party, insofar as the supplier fails to prove that they are not responsible for the breach of duty on which the property rights violation is based.
- (5) The period of limitation for these claims is three years, beginning with the transfer of risk.

Article 9

Retention of title - Supply of tools - Non-disclosure

- (1) Insofar as we provide parts to the supplier, we reserve ownership to said parts. Processing or alteration by the supplier is carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we acquire co-ownership of the new item proportional to the value of our item (purchase price plus VAT) in relation to the other processed items at the time of the processing.
- (2) If the item provided by us is inseparably combined with other items not belonging to us, we acquire co-ownership of the new item proportional to the value of our item (purchase price plus VAT) in relation to the value of the other combined items at the time of the combination. If the combination takes place in a manner such that the item of the supplier should be considered the main item, it applies as agreed that the supplier transfers co-ownership to us proportional to the amount of the value of the provided item; the supplier keeps the sole ownership or co-ownership safe for us.
- (3) We retain ownership of tools; the supplier is obligated to use the tools exclusively for production of the goods ordered by us. Furthermore, the

supplier is obligated, at their own expense, to insure the tools belong to us for the new value against damages from fire, water and theft. At the same time, the supplier hereby assigns us all claims for compensation from this insurance; we hereby accept the assignment. The supplier is obligated to carry out any necessary maintenance and inspection work, as well as all service and repair work, at their own expense. Any malfunctions must be reported to us immediately; should the supplier culpably fail to do so, damage claims remain unaffected.

- (4) Insofar as the securing interests arising in accordance with section (1) and/or (2) exceed the purchase price of all of our still unpaid goods subject to retention of title by more than 10 %, we are obligated, at the supplier's request, to release the security interests, the selection of which takes place according to our discretion.
- (5) The supplier is obligated to maintain strict confidentiality with respect to all figures, drawings, calculations and other documents and information received from us. They must only be disclosed to third parties with our express approval. The duty of non-disclosure also applies after the completion of this contract. However, it expires if and to the extent that the production knowledge in the transferred figures, drawings, calculations and other documents have become public knowledge or was verifiably known to the supplier already at the time of the disclosure as defined in clause 1.

Article 10 **Jurisdiction - Place of fulfilment**

- (1) Insofar as the supplier is an entrepreneur, the location of our registered office is the jurisdiction; however, we are entitled to file suit against the supplier in the court of jurisdiction for their place of residence.
- (2) The law of the Federal Republic of Germany applies. The United Nation Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (3) Unless indicated otherwise in the order, the location of our registered office is the place of fulfilment.

BPA-GmbH
Behringstrasse 12
D-71083 Herrenberg-Gültstein (Germany)
Tel. +49 (0)7032 / 8 93 99-0
Fax +49 (0)7032 / 8 93 99-29
E-Mail: info@bpa-waterproofing.com
www.bpa-waterproofing.com

Geschäftsführer / Managing Director:
Dipl.-Betriebswirtin (FH) Isabella Huthmacher-Pflieger
Dipl.-Ing., Dipl.-Wirtsch.-Ing. Adrian Pflieger

HRB Nr. 244565 Amtsgericht Stuttgart
Steuer-Nr. 5602040026
Ust.ID-Nr. DE 812566450
Gerichtsstand Böblingen

QM-System
DIN ISO 9001 / 2015
TÜV Süddeutschland

Version Oct. 2020