

All orders of **RADO Gummi GmbH** with its registered seat in Ülfen-Wuppertal-Straße 17-19, D-42477 Radevormwald (Germany) are solely subject to our following Conditions of Purchase, whose modification or termination, all or in part, requires our prior written consent.

1. A **purchase order** is binding only if we have issued or confirmed it in writing. Any purchase order or purchase order change must be confirmed by Supplier within 5 working days from the order date, otherwise we may revoke it without incurring any costs.
2. Confirmed **delivery dates** refer to the receipt in our incoming goods department and are - excepting force majeure - binding. Any recognizable delay in delivery must be notified to us by Supplier immediately; it entitles us to withdraw directly from purchase contract.
3. Unpredictable breakdowns, fires, delays in delivery or delivery failures of other suppliers, shortages of labor, energy or raw materials, strikes, lockouts, difficulties in obtaining means of transport, traffic congestions, administrative acts and other cases of **force majeure** exempt for the duration of disruption and to the extent of its effect the affected party from its obligation to deliver or receive. In case of delay in delivery or receiving by more than 15 working days, each party shall be entitled under rejection of all other claims to withdraw from the purchase contract with regard to the quantity affected by the delivery or receiving disruption.
4. **Deliveries** shall be made, unless otherwise explicitly agreed, free of carriage charges and in appropriate packaging to the agreed incoming goods department.

If costs of packaging are to be borne by us on the basis of a separate agreement, these costs shall be credited to us with 2/3 of settled costs if we return the packaging free of carriage charges to the sender; transport insurance for the packaging will be settled by us.

5. For charging and payment of deliveries only the weight or the quantity (number of pieces) determined in our incoming goods department shall be decisive.

Designs, drawings and samples are only remunerated by us on the basis of a prior agreement in writing.

6. **Payment** is made within 14 days with deduction of 3% discount or within 30 days without deduction after receipt of goods and receipt of invoice. The day of receipt of the invoice is decisive for the calculation of the payment and discount periods. If the goods arrive later than the invoice, the day of receipt of the goods applies instead.
7. Trade receivables may only be assigned to third parties with our prior written consent.
8. In case of **material defects**, we can assert all legal warranty claims at our discretion.

In urgent cases or if Supplier does not fulfill his warranty obligations immediately, we are entitled, at the expense of Supplier, to replace or repair damaged goods by way of substitute performance and to remedy damages occurred.

With each replacement delivery or removal of defects by Supplier, the warranty obligations and the warranty period start again.

The acceptance or approval of drawings or samples does not exclude our right to assert warranty claims for defective deliveries or services.

9. If Supplier **defaults** on deliveries or services, we are entitled, at our discretion, to request subsequent delivery and compensation for late delivery or, instead of delivery, to request compensation for non-delivery and to withdraw from the purchase contract directly.
10. Supplier is liable that industrial property rights and copyrights of third parties are not violated by his delivery or service. Supplier shall enable us to use his deliveries and services, including any repairs, modifications or additions to the delivered goods, inland and abroad and indemnify us from any claims of third parties.

Claims asserted against us by third parties regarding the non-use of delivered goods or services rendered entitle us to reclaim any fees paid and to return the delivered goods at the Supplier's expense and to eliminate any services rendered. We are entitled to claim compensation for all resulting damages, including but not limited to consequential damages.

All goods made according to our specifications, drawings or models or from tools that we have paid in full or in part may not be offered, sampled or delivered to third parties.

11. Supplier guarantees that all delivered goods and their packaging comply with the applicable statutory and official protection regulations as well as the accident prevention regulations of the German Employers' Liability Insurance Association and our regulations on the execution of operating resources; otherwise we are entitled to claim compensation for all damages and / or to withdraw from the purchase contract.
12. Place of fulfilment for all deliveries and services is Radevormwald / Germany. Place of jurisdiction is Wipperfürth / Germany.
13. The ineffectiveness of particular provisions of these Conditions of Purchase shall not affect the validity of the remaining provisions.

In addition to these Conditions of Purchase, the law of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), is solely applicable.