

# Conditions of Purchase

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## 1. Purchase Order and Acknowledgement of Order

(1) If GDD - Glen Dimplex Deutschland GmbH (purchaser) – has not received a communication refusing the order within three working days, the order will be considered as accepted.

(2) The purchaser will be entitled to cancel the order if the supplier does not confirm acceptance of the order in writing within three working days of receipt (acknowledgement of order). The date of receipt by the purchaser of the supplier's written order acknowledgement will be decisive in determining whether this period of time has been adhered to.

(3) If the acknowledgement of order deviates in any way from the purchase order, this will only be binding on the purchaser if he consents to the deviation in writing. In particular the purchaser will only be obliged to accept the supplier's General Business Conditions insofar as these do not conflict with the purchaser's terms and conditions or if the purchaser has agreed in writing to accept them. The acceptance of supplies or services as well as payments will not mean that the purchaser has given his agreement.

(4) Amendments and supplements to the order will only be effective if they have been confirmed by the purchaser in writing.

## 2. Delivery Period

(1) The delivery period will be deemed to have been observed if supplies are delivered to the destination specified by the purchaser by the agreed deadline. In the case of supplies requiring installation or erection or in the case of services, the delivery period will be deemed to have been observed if acceptance is carried out by the agreed deadline.

(2) In the case of any anticipated delays in deliveries or services, the purchaser is to be notified immediately and his decision obtained.

(3) In the case of delay of the contractor, the purchaser will be entitled - irrespective of any further

claims for damages - to charge a contractual penalty of 0.3% for each commenced working day of the delay, up to a maximum of 5% of the total contract sum.

If the corresponding reservation is not made upon acceptance of the deliveries, services or subsequent performance, the contractual penalty may nevertheless be claimed if the reservation is still declared until the final payment.

## 3. Transfer of Risk and Despatch

(1) Where deliveries include installation or erection and in the case of services, risk will pass to the purchaser upon acceptance. Where deliveries do not include installation or erection, risk will be transferred at the time of receipt at the destination specified by the purchaser.

(2) The purchaser's general terms and conditions for delivery and packaging must be adhered to and can be found at [www.glendimplex.de/conditions-of-purchase](http://www.glendimplex.de/conditions-of-purchase).

(3) The supplies are covered under the transport insurance of GDD Glen Dimplex Deutschland GmbH. The supplier is to impose an SVS/RVS ban on the forwarding agents. The supplier shall bear the costs for any SVS/RVS premiums.

(4) Unless otherwise agreed, the costs for despatch are to be borne by the supplier. In the case of „ex-works“ or „ex-stocks“ deliveries, despatch is to be effected at the lowest possible prices if the purchaser has not specified any particular mode of despatch. Any extra costs incurred due to non-observance of the purchaser's instructions for despatch are to be borne by the supplier. In the case of deliveries „free consignee“, the purchaser will also be entitled to specify the mode of transport. The supplier is to bear any extra costs incurred as a result of a necessity to despatch goods by a faster means of transportation for the purpose of meeting the delivery deadline.

(5) Each consignment is to be accompanied by a packing list and delivery note at least in duplicate

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stating the contents and the complete order references. The supplier is to inform the purchaser of the despatch immediately with the same data.

## 4. Invoices

In general, invoices are to be issued as one (original) copy. The order references and the numbers of each individual item are to be stated on the invoices. Invoices without this information will not be paid.

## 5. Payments

**(1)** Unless otherwise agreed, payments shall be made within 30 days, strictly net.

**(2)** The term for payment will commence after completion of the delivery/service and after receipt of the correctly made-out invoice. Deduction of cash discount shall also be permissible if the purchaser offsets or withholds payments in an appropriate amount on account of defects. The term for payment will commence after all defects have been completely rectified.

**(3)** Payments do not necessarily mean that the supplies or services are accepted as being in conformance with the contract.

## 6. Liability for Defects

**(1)** The supplier is to grant a warranty period of two years for his supplies and services. The warranty period shall commence upon transfer of risk (Item 3, Clause 1). In the event of deliveries being made to places other than the purchaser's company premises, factories or workshops, because the purchaser is executing an order there, the warranty period shall commence upon acceptance by the purchaser's customer. The warranty period is to expire at the latest 30 months after the transfer of risk.

**(2)** If any faults are discovered prior to or at the time of transfer of risk, or if they occur during the warranty period, the supplier will, at the option of the purchaser, either rectify such defects or supply new parts or services free of charge to the purchaser. The

same will apply to supplied components which were only subjected to random testing. The option of the purchaser is to be complied with as far as is reasonable.

**(3)** If the supplier fails to rectify the defects or to supply new goods/services within a reasonable period of time as specified by the purchaser, the purchaser will be entitled

- to withdraw from the contract in whole or in part, without compensation
- or to demand a reduction in price
- or to remedy the defects himself or have the defects remedied,
- or to obtain replacement, at the expense of the supplier
- or to demand compensation for non-performance of the contract.

The same applies if the supplier declares that he is unable to rectify the defects or to supply new parts/services within a reasonable period of time.

**(4)** Rectification of defects can be carried out at the expense of the supplier without setting a period of time, if delivery is made after a delay has occurred and the purchaser requires immediate rectification with a view to avoiding any delay on his part, or due to any other urgent matters.

**(5)** Claims under the terms of 6.3 and 6.4 will become statute-barred after one year from notification of such defects.

**(6)** This is without prejudice to any other statutory rights and claims, in particular with respect to the reimbursement of administration/processing costs incurred to no avail.

**(7)** Notification of defects may commence within fourteen days after delivery or performance of services, or, if the defects are not noticed until administration/processing or putting to use, at the time of their discovery.

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(8) The above mentioned regulations will be applicable to the defect rectification services accordingly.

(9) The supplier is to bear the costs and risk of returning the faulty parts.

## 7. Protective rights

(1) The supplier will ensure that the protective rights of third parties are not infringed on (e.g. patent applications, utility patents etc.).

(2) Should a third party assert a justifiable claim against purchaser and/or its customers for infringement of its protective rights in connection with the supply and/or use of the products, the supplier will indemnify purchaser against all such claims.

(3) The rights of use for service supply of the purchaser are to be followed and to be downloaded under [www.glendimplex.de/conditions-of-purchase](http://www.glendimplex.de/conditions-of-purchase).

## 8. Product Liability

(1) If any third parties raise any statutory claims for damages regarding the contractual products on the grounds of product liability, the supplier will indemnify purchaser in respect of any such claims for damages, especially if the claims are made on account of a defect which already existed when the goods left the supplier's scope of responsibility.

(2) The supplier undertakes to compensate purchaser for any losses suffered as a result of claims under its own product liability, if the cause of the loss was the responsibility of the supplier.

(3) The supplier is to assume full liability for his products regardless of the legal grounds for the same.

## 9. Legal provisions

The contractor must observe applicable valid national and international laws, standards and regulations concerning the contracted goods, particularly those

in REACH+SVHC 1907/2006/EC, GHS 1272/2008/EC, RoHS 2011/65/EU, Battery Law 2006/66/EC, Dual-Use 428/2009/EC, US sanctions laws and the German Foreign Trade Act, as well as regulatory requirements in the German Foreign Trade and Payments Regulation. The contractor shall release the purchaser from liability for any possible claims for damages. The purchaser reserves the right to withdraw from the contract immediately and without prior notice in the event of infringements of the above mentioned national and international laws and regulatory requirements.

## 10. Passing on of Orders to Third Parties

Orders may not be passed on to any third parties without the purchaser's consent in writing; otherwise the purchaser will be entitled to withdraw from the contract in whole or in part and to demand compensation for damages.

## 11. Provision of Materials

(1) Materials provided remain the property of the purchaser and are to be stored, marked, and managed separately free of charge. They may only be used for the purchaser's orders. In the event of reduction in value or loss, the supplier is to provide compensation. The same applies to the sale of order-related materials.

(2) Any processing or transformation of material is to be carried out for the purchaser, who will then become owner of the new or transformed goods. If this is not possible for legal reasons, the purchaser and the supplier agree that the purchaser will become owner of the new goods at all stages during processing or transformation of the material. The supplier is to take care of the new goods free of charge for the purchaser with all due diligence.

## 12. Tools, Moulds, Samples, Secrecy etc.

No tools, moulds, samples, models, sections, drawings, standards sheets, printed matter nor gauges entrusted to the supplier by the purchaser,

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nor any subsequent finished products, may be disclosed to any third parties or used for any purposes other than for the contract without the purchaser's prior consent in writing. They are to be guarded against any unauthorized inspection or use. Without prejudice to further rights, the purchaser will be entitled to have them returned, if the supplier infringes these obligations. The supplier is not to disclose any information obtained from the purchaser to any third parties or allow third parties access to such material, unless such information is of a general nature or otherwise legitimately known to him by other reason.

## **13. Assignment of Claims**

Claims are not to be assigned to others unless the purchaser has given such consent in writing.

## **14. Supplementary Provisions**

In the case of any regulation not being laid down in these Conditions of Purchase, the statutory provisions shall apply.

## **15. Court Venue, Applicable Law**

If the supplier is a registered trader, the court venue shall be Nuremberg. This contract shall be governed by German law.