POLAR-FORM Werkzeugbau GmbH

Karl-Kammer-Str. 11

77933 Lahr

Terms and conditions of purchase

1. **General**

**1.1** The following terms and conditions form the basis for all present and future business relations. Contradictory terms and conditions the contractual partner may have, in particular terms of delivery, shall not become part of the contract unless they are expressly recognised by us (and for the purpose of subsequent proof) in writing.

**1.2** Insofar as the contract or these general terms and conditions of purchase contain omissions, the legally effective provisions shall be deemed as agreed to fill in these omissions, which the parties to the contract would have agreed according to the economic objectives of the contract and the purpose of these general terms and conditions of purchase, if they had been aware of the omission (severability clause).

1. **Order**

Our orders are only valid if placed in writing. Verbal orders or those made by telephone require our written confirmation as a basic principle.

1. **Confirmation of order**

A separate confirmation of order for each order must be submitted by the supplier immediately stating the binding delivery date. If the supplier does not send a confirmation of order within 8 days of sending our order, the order shall be deemed accepted as placed even with regard to the delivery date stipulated. As a basic principle, our terms and conditions of purchase shall apply to orders. Deviations shall require our written confirmation. The fact that we do not comment does not mean we recognise the supplier’s terms and conditions. By accepting our order, the supplier agrees to our terms and conditions of purchase.

We do not recognise confirmations of order from the supplier with terms and conditions of purchase other than these.

1. **Material provided**

Material provided by us must be inspected immediately upon receipt. The supplier must notify us immediately in writing of claims and deviations in quantities. If we do not receive such a notification within one week of receipt of the material provided, the material shall be deemed as per the contract.

1. **Prices**

All prices are to be set carriage and postage free, including packaging. The goods shall be transported at the supplier’s risk until handed over to our agent at our business premises. Delivery shall be effected on the basis of previously agreed prices. If these prices are not known when submitting the order, or are not finalised, they must be stated in the confirmation of order. These prices will not become valid until after our written confirmation. Additional demands due to changes to cost factors, taxes, duties or other public burdens are excluded.

1. **Delivery**

**6.1** Consignments must not be dispatched more than 15 days prior to the due date stipulated in writing. The stipulated quantities and delivery dates must be most accurately observed. Upon non-observance, the supplier is in default immediately as defined by Section 286 Para. 2 German Civil Code.

**6.2** In the event of late deliveries, we are entitled to cancel the contract or demand compensation for non-fulfilment. In addition, we are entitled to assert damage for delay. This shall also be the case if late deliveries were accepted by us in the past without reservation.

**6.3** We must be informed of delays arising immediately upon knowledge thereof in a timely manner before the delivery period expires, stating the reasons and the suspected duration. Extra freights and expenses caused by late deliveries shall be borne by the supplier.

1. **Shipment**

The goods shall be transported at the supplier’s risk until handed over to our agent at our business premises. All deliveries must be made to our business premises carriage, postage and cost free. The supplier must settle freight and carriage fees directly with the Bundesbahn or with the forwarder.

1. **Delivery note, dispatch note, invoice**

A delivery note must be enclosed with every invoice and it must include: Handling code, number and date of our order, accurate description of the part including drawing number, and the name of our person of contact. Partial deliveries or back orders must be indicated separately. The invoice must be submitted in relation to the consignment.

All details of the delivery note must be included in the invoice. In the event of deviations from these terms and conditions, we are exempt from the obligation of Item 13 of these terms and conditions of purchase.

1. **Warranty and notice of defects**

**9.1** The supplier guarantees immaculate delivery and performance. The properties, featuresand technical specifications are determined by the product description and product drawing laid down in the order. They guarantee further that the goods supplied comply with the valid statutory and official regulations covering the sale and use and do not breach third party rights.

**9.2** If the supplier does not comply with the request for the removal of defects or replacement delivery after 10 working days at the most, the ordering party shall be entitled to cancel the contract and demand compensation instead of the performance.

**9.3** Defects that cannot be ascertained immediately or result during later processing or working on the goods and/or later initial operation, must be reported by us by means a written submission of the complaint letter by post to the supplier within 5 working days. The latter shall then bear the warranty as per Paragraphs 1 and 2. In addition, the supplier shall bear the costs of the removal of the defects and, in particular, reimburse the salaries paid by us to no avail.

**9.4** The statute of limitations is defined by Sections 634a, 479 German Civil Code and lasts 2 years. A reduction in the statutes shall hereby be deemed as rejected.

1. **Approval and acceptance**

**10.1** Delivery approval: Approved for delivery are all call-up orders whose delivery date each is within the next 14 days. The supplier must ensure that the goods are at our disposal by the stated delivery date at our business premises.

**10.2** Production approval: Approved for production are all allocated quantities (call-up orders) for delivery going beyond this. We reserve the right to change these quantities. Such re-planning must be strictly observed by the supplier, especially when market, economic or other unforeseen circumstances force us to do this.

**10.3** Material approval: The acquisition of material is not approved for quantities that have not yet been allocated for delivery (call-up orders or back orders on call-up).

1. **Retention of title**

The purchaser is entitled to resell and/or process goods subject to a retention of title in the proper course of business. A right of the seller to surrender is excluded.

1. **Payment**

Our obligation is limited to the payment of the agreed amount. Payment shall be effected within 30 days of receipt of invoice strictly net or **within 14 days with a 3% cash discount.** If the value of the delivery or performance is more than € 15,000.00, we are entitled to settle a down payment invoice only against the presentation of a bank guaranty.

1. **Relinquishment and set-off**

The supplier is not entitled to relinquish their receivable to third parties unless we have agreed in writing.

The supplier may only provide undisputed demands or those that are established final and absolute for set-off purposes. The assertion of a right to refuse performance until counter-performance is effected is excluded insofar as they are not based on the same contractual relationship.

1. **Confidentiality**

We reserve property rights and copyrights to tools, illustrations, plans, models, drawings, patterns, instructions of use, product descriptions, standard sheets as well as other documents. Such documents are to be solely used for the contractual performance and to be returned to us after completion of the contract. The documents must be concealed from third parties and, in fact, even after termination of the contract. The supplier shall bear the risk until received at our business premises.

1. **Third party property rights**

The supplier must exempt us and hold us harmless from all claims regarding a violation of third party property rights.

1. **Cancellation right**

The purchaser shall reserve the right to withdraw from the contract within one month of signing this contract by providing the supplier with a written declaration. In this case the supplier shall receive the share of the remuneration that corresponds with their services rendered until the cancellation.

1. **Place of fulfilment and jurisdiction**

**17.1** The contract is governed by the law of the Federal Republic of Germany – even in the case of foreign ordering parties.

**17.2** Place of delivery and payment for both parties is Lahr. Court of jurisdiction is Lahr.



Lahr, this 17.11.2016