

Purchasing Terms and Conditions of Simtec Systems GmbH

General

- 1.1 The legal relations to our contractual partner conform to these purchasing terms and conditions. Opposing conditions of the contractual partner do not apply for fulfilling a contract even if we have not explicitly stated our objections.
- 1.2 We consider orders to be legally binding for us if they are placed by our purchasing department. This also applies to all changes and amendments.
- 1.3 Our order shall be deemed as accepted if either it is not disputed in writing within five days after we have sent it or if processing of the order is begun. Until the acceptance of the order we shall be entitled to revoke it.
- 1.4 All documents concerning our order must state our order number.

2 Prices

- 2.1 Prices are fixed and, unless agreed otherwise, include costs for quality and function testing, packaging, factory and acceptance certificates as well as documentation. If necessary, transport permits are also included in the price.
- 2.2 Cost reductions due to changes in the market are to be passed on to us fully by reducing the price.

3 Delivery

- 3.1 The date of delivery stated in the order is binding. If a delivery period is stated, this delivery period starts with the date of the order.
- 3.2 Deliveries prior to the delivery date stipulated are only permissible with our express consent. Early delivery does not justify a change in the agreed terms of payment.
- 3.3 Partial-, over- or under-delivery of any position or item of an order is only allowed if expressly agreed upon in advance.
- 3.4 Decisive for the timeliness of a delivery or service is the completion of the fulfilment of the contract, i.e. including installation, provision of documentation, training / instruction etc. .

4 Delayed Delivery / Contractual Penalty

- 4.1 In case of becoming aware of an an impending delay, the contractual partner is bound to inform us immediately, detailed and in writing of the circumstances or bear the liability and pay compensation for damages also with respect to the compensation of possible damages to the end customer.
- 4.2 In case of a delay we are entitled to set a deadline after an adequate period for the contractual partner to fulfil their contractual commitments while at the same time declaring that we will refuse the acceptance of the delivery after the period expires without success.
- 4.3 If the contract is not fulfilled before expiration of said period we are entitled to withdraw from the contract and demand full compensation for all damages including loss of profit suffered by us or the end customer.
- 4.4 In any case of delayed delivery we are entitled to retain a contractual penalty of 1% to 10% of the total order price per commenced week of delay, regardless of the claim of compensation for further damages. We reserve the right to enforce this contractual penalty until the final payment.

5 Packaging

Packaging must be customary, appropriate, faultless and must be sufficient to protect the goods until delivered to our works or the stipulated destination or site. We are entitled but not obliged to store the packaging at the expense and risk of the contractual partner.

6 Shipping

- 6.1 Based on the Incoterms 2000, the delivery terms stipulated in the order apply. For domestic deliveries the contractual partner bears the risk until arrival at the unloading location of the destination.
- 6.2 In order to enable smooth shipping and incoming goods reception, the contractual partner must enclose a delivery note with every shipment. The delivery note shall state our order data like order number, order item/position number, our part number, contract number and the exact designation of the content. Not stating the data necessary for goods reception within the delivery note or non-availability of the delivery note entitles us to reject the delivery at the expense and risk of the contractual partner. Joint delivery of several items from several orders with one delivery note is only allowed if information is contained in the delivery documentation allowing to unambiguously assign the items to the different orders and order positions.

7 Payment

- 7.1 After fulfilment of all conditions stipulated in the order and receipt of the invoice in due form, payment will be made at our discretion either within 14 days with a 2% discount or within 30 days net.
- 7.2 Agreed down-payments will be made after receipt of a down-payment invoice and a free irrevocable bank guarantee of a first-class national banking house, either within 14 days with a 2% discount or within 30 days net.

8 Further Regulations

- 8.1 Express contractual stipulations agreed with the contractual partner which are differing from these purchasing terms and conditions supersede these purchasing terms and conditions.
- 8.2 Modifications of contractual stipulations or of the purchasing terms and conditions as well as statements to be issued in the context of or required by the contractual relationship are only valid when in written form. To meet the requirement of the written form, transmission of statements by fax or e-mail is sufficient.
- 8.3 In the event that any clause of this contract is or becomes void or invalid or if the contract is incomplete, this fact shall not affect the remaining content of the contract. The invalid provision shall be replaced with a provision that is closest in sense, intention and purpose to the invalid provision with regard to the economical aspects but in a manner that is legally effective. Contractual gaps shall be filled in the same manner.

9 Place of implementation and jurisdiction is Braunschweig