

Purchasing Conditions  
of MARTOR KG, Lindgesfeld 28, 42653 Solingen, Germany  
As of: 27 March 2019

1. General conditions  
The legal relationships between the Supplier and MARTOR KG (hereinafter referred to as MARTOR) are based solely on these conditions. Amendments and supplements must be made in writing. Other general terms and conditions shall not apply even if they were not expressly objected to in an individual case. Even if we make reference to a letter that contains the Supplier's or a third party's general terms and conditions or refers to them, this does not mean we consent to the application of those terms and conditions.
2. Orders
  - 2.1. Supplier contracts (order and acceptance), call-offs and changing or supplementing them must be done in writing.
  - 2.2. If the Supplier does not accept the order within 10 days of receipt, MARTOR is authorised to revoke it.
  - 2.3. MARTOR can request changes to the quantity, quality and execution of the delivered objects to the extent that such requests are reasonable for the Supplier.
3. Prices, payment, invoice, bill of delivery
  - 3.1. The price reported in the order is binding.
  - 3.2. Where there is no other arrangement in writing, the price includes the delivery and transport/despatch to the delivery/shipping address specified in the contract, as well as the packaging.
  - 3.3. Payment shall be made by bank transfer or cheque.
  - 3.4. For the calculation of the payment and discount deadlines, the date the invoice is received shall apply. If the delivery is received after the invoice or if the service is rendered at a later date, the date on which the delivery is received or the date the service is rendered shall apply instead.
  - 3.5. In the case that deliveries are accepted prematurely, the due date for payment is based on the arranged delivery date.
  - 3.6. In the case of defective delivery, MARTOR is authorised to withhold a portion of the payment until proper fulfilment.
  - 3.7. The invoice is to be sent separately from the delivery, in two copies, to the following address: MARTOR KG, Lindgesfeld 28, 42653 Solingen. It must contain all the information required by Section 14 of the German VAT Act (UStG) and the order number (contract number), the order date (contract date), the name of the customer, the supplier number and MARTOR's article number, the bill of delivery number and the quantity of the billed goods. The invoice may only make reference to one bill of delivery. All costs connected with the delivery are to be reported separately.
  - 3.8. The Supplier is solely responsible for the consequences of not observing the aforementioned points. If the invoice cannot be processed on account of missing information, it shall be returned to the sender and the payment and discount periods will be extended commensurately.
  - 3.9. MARTOR is entitled to offsetting rights and rights of retention in full.
4. Notification of defects  
MARTOR shall notify the Supplier immediately in writing of delivery defects as soon as they are discovered in the normal course of business.

5. Non-disclosure  
The contractual partners are obligated to treat all non-public commercial and contractual details that become known to them through the business relationships as business secrets.
6. Delivery deadlines and periods  
Agreed deadlines and periods are binding. The receipt of the products at MARTOR is authoritative for the observance of the delivery deadline or the delivery period. If delivery "carriage paid" has not been arranged, the Supplier shall make the products available promptly with consideration given to the usual amount of time required for loading and despatch. All deliveries are to be announced 24 hours before despatch.
7. Delay in delivery
  - 7.1. The Supplier is obligated to compensate MARTOR for damage due to delay.
  - 7.2. In the determination of the amount of the damage compensation, the Supplier's economic circumstances as well as the type, scope and length of the business relationship shall be taken appropriately into account.
8. Force majeure  
Force majeure and other unforeseeable, unavoidable events shall release the contractual partners from their duties for the length of the disruption and to the extent of its impact. To the extent deemed reasonable, the contractual partners shall be obligated to provide the requisite information immediately and to adjust their obligations to the change in circumstances.
9. Quality and documentation
  - 9.1. The Supplier shall observe the recognised statutory rules of engineering, safety requirements and agreed parameters in his deliveries.  
The Supplier is to check the quality of the delivered objects constantly. The contractual partners shall inform each other of possibilities to improve quality.
  - 9.2. The Supplier is to append a testing certificate to each contractually agreed delivery. Upon request, the Supplier is to perform random tests, document them and append the results to the delivery.
  - 9.3. All documents must contain the order number in question, the order date and the article number as well as the article description by MARTOR on every page.
10. Warranty
  - 10.1. Should defective products be delivered, the Supplier is to be given the opportunity to sort out, improve and re-deliver the defective products before the beginning of production. If the Supplier cannot do this or if it does not undertake this immediately, MARTOR may withdraw from the contract and return the products at the Supplier's risk.
  - 10.2. Should the error be discovered only after inclusion in production at MARTOR despite compliance with the obligation pursuant to Section 4, MARTOR can request damage compensation from the Supplier.
  - 10.3. Warranty claims shall not arise if the error is due to a violation of operating, servicing or storage requirements.
  - 10.4. If not governed otherwise in the aforementioned sections, the warranty is based on the statutory requirements.

11. Liability

The Supplier is obligated to compensate for damage that is incurred by MARTOR directly or indirectly due to a defective delivery as follows:

- 11.1. There is only an obligation to compensate for damage if the Supplier is at fault for the damage it has caused.
- 11.2. Claims by MARTOR are excluded if the damage is due to MARTOR's operating, servicing or installation requirements, or unsuitable or improper use, defective or negligent use, defective or negligent handling, natural wear or faulty repair.

12. Product liability

12.1. The Supplier is responsible for all claims enforced by third parties due to personal injury or property damage that are attributable to a defective product it delivered and is obligated to release MARTOR from liability resulting therefrom. If MARTOR is obligated by a third party to carry out a recall campaign on account of an error in a product delivered by the Supplier, the Supplier shall bear all the costs connected with the recall campaign.

12.2. The Supplier is obligated to take out product liability insurance with coverage for at least EUR 5,000,000.00, which, if not agreed otherwise in an individual case, does not need to cover the recall risk or penalties or similar damage. Upon request, the Supplier will send MARTOR a copy of the liability policy at any time.

13. Property rights

13.1. The Supplier is responsible for ensuring that no third party property rights in countries of the European Union, North America or other countries in which it manufactures products or has products manufactured are infringed upon in connection with its delivery.

13.2. The Supplier is obligated to release MARTOR from all claims that third parties file against MARTOR due to an infringement of industrial property rights as specified in Clause 1, and shall reimburse MARTOR for all the required expenses in connection with such claims. This right shall exist independently of the Supplier's fault.

14. Use of means of production

Samples, tools, printed material and other means of production as well as confidential information that is placed at the disposal of the Supplier or was paid in full by MARTOR may only be used for deliveries to third parties with prior consent in writing.

15. Retention of title

The Supplier shall retain the title to all products it delivered until complete payment. In the case of a running invoice, the retained title shall be deemed security for the balance of payment.

16. Final provisions

- 16.1. If a contractual partner discontinues payment, the other party is authorised to withdraw from the contract for the not fulfilled part.
- 16.2 Place of performance is the place to be supplied with the delivery.
- 16.3 Sole place of jurisdiction for all legal disputes from the business relationship between MARTOR and the Supplier is Solingen. Mandatory statutory provisions on the exclusive places of jurisdiction remain unaffected by this provision.
- 16.4. The relationships between MARTOR and the Supplier are subject exclusively to law in the Federal Republic of Germany. The UN Convention on the International Sale of Goods (CISG) of 11 April 1980 shall not apply.
- 16.5. Should a provision in these Purchasing Conditions be or become invalid, this shall not affect the validity of the other provisions and the concluded contract.