

NAU Steuerungstechnik GmbH

General Purchasing and Delivery Conditions (Status April 2024)

1. General

1.1 All declarations (in particular orders and placing of orders) of NAU Steuerungstechnik GmbH (hereinafter referred to as "NAU" or "we") are only binding if they are issued in writing.

1.2 These terms and conditions shall apply to all deliveries and services (hereinafter referred to as "Services") of the suppliers and contractors (hereinafter referred to as "Supplier"), unless a different, individual written agreement is made in individual cases. All General Terms and Conditions of a Supplier shall only be valid for NAU if and to the extent that we have expressly agreed to them in writing prior to the conclusion of the contract.

2. Conclusion of contract

The supplier shall submit offers to us bindingly and free of charge. In his offers, he shall comply with our inquiries with regard to quantities, quality, design, etc. and shall point out any deviations in writing. Verbal and telephone agreements shall be confirmed by us in writing. This shall also apply to all changes, additions and specifications etc.

3. Dates and deadlines

3.1 Delivery and completion dates shall be strictly observed.

3.2 The supplier may not invoke any reservation of self-delivery towards us. Problems in the procurement of the delivery items or the materials required for their manufacture fall within the supplier's sphere of risk and do not release him from his contractual obligations towards us.

3.3 If it becomes apparent to the Supplier that the deadline/period will be exceeded, the Supplier shall immediately inform us in writing of the reason and the expected duration of the delay.

3.4 In the event of a delay in delivery, we shall be entitled to the statutory claims without any limitation (in particular exclusions or limitations of liability).

4. Contractual penalty

4.1 If the supplier exceeds the agreed dates/deadlines, he shall be in default without reminder and shall pay us a contractual penalty of 2% of the net contract price. The amount of the contractual penalty shall be limited to a maximum of 10% of the net contract price - even if several individual dates/deadlines are exceeded. NAU is entitled to deduct any contractual penalties from fees still to be paid.

4.2 The contractual penalty may be claimed up to the final payment. The payment of the contractual penalty shall not release the Supplier from the performance of its contractual obligations or from any further obligations to pay damages, in particular from default.

5. Packing and shipping

5.1 Delivery items are to be sent to the receiving address specified by us only within the goods delivery times from Monday to Friday from 07:00 to 15:45:

NAU Steuerungstechnik GmbH
Elly-Beinhorn-Straße 4
27777 Ganderkesee,

unless a different delivery address has been expressly agreed.

Each delivery must be accompanied by a delivery bill with our order number, article number, item number, goods description and delivery date as well as the waybills.

5.2 In the case of larger deliveries, the supplier shall send us a dispatch note stating our order number, the goods declaration and the item weight.

5.3 The costs of transport including packaging, insurance and all other ancillary costs shall be borne by the Supplier, unless expressly agreed otherwise.

5.4 If accelerated transport becomes necessary due to delayed shipment (freight, express goods, etc.), the supplier shall bear the additional freight costs. Additional costs for non-requested express shipments shall also be borne by the supplier.

5.5 The Supplier shall provide suitable packaging (adapted to the respective performance and the intended mode of transport), which is customary in the trade and complies with the statutory provisions, with which the delivery items are protected against damage and impairment. Furthermore, the goods shall be packed in such a way that an identification and counting check is possible without prior repacking. Costs and damages resulting from incorrect or omitted declaration and improper packaging shall be borne by the supplier. Loss and damage to goods caused by inadequate packaging shall be borne by the supplier.

6. Further obligations of the supplier

6.1 All documents required for acceptance, operation, maintenance and repair (test reports, tools, drawings, plans, operating instructions, etc.) shall be supplied to us by the Supplier as part of the scope of delivery and performance within the delivery or performance period, if necessary, in reproducible form and in the desired foreign language.

6.2 We shall not be obliged to accept/accept partial/excess or short deliveries that have not been agreed.

6.3 The supplier is obliged to inform himself on his own responsibility about the circumstances relevant for the fulfillment of the contract concluded with us, in particular existing preconditions or special features at the construction or assembly site. -The supplier shall check the intended type of execution, also for material provided by us as well as preparatory work carried out by us or other companies, without delay and in accordance with the technical rules as to whether they meet the usual requirements or the special requirements to be made in the individual case. If necessary, he shall report to us without delay. This shall also apply accordingly to documents, drawings and plans provided by us.

6.4 Our representatives and those of our customers shall be entitled to inform themselves at the Supplier's premises during its operating hours about the contractual performance by the Supplier, to participate in the Supplier's own inspections or to carry

out inspections themselves. Costs for repeat inspections caused by previously detected defects shall be borne by the supplier.

6.5 The Supplier shall ensure the supply of spare parts for the delivery items/services at standard market conditions and prices for at least the period of the normal service life of the respective delivery item/service, but at least 10 years.

6.6 The supplier shall be responsible for compliance with the relevant statutory and official regulations and requirements when fulfilling the order. The delivery/service must comply with the valid safety, industrial safety, accident prevention, relevant form, DIN, VDE and other regulations. Protective devices required by such regulations must always be supplied and included in the agreed price. Our supplier shall ensure a clean workplace at all times. After completion of the work, the workplace shall be handed over to our responsible plant engineer in a tidy, cleaned condition.

7. Payment and invoice

7.1 The Supplier shall submit its invoices to us separately after the delivery/service has been provided in accordance with the contract, stating the order number, date and exact description of the delivery/service provided. Any sales tax due by law shall be shown separately in the invoices. As long as the formal requirements of this clause have not been met, the invoices shall be deemed not to have been issued.

7.2 Unless otherwise agreed, payments shall be made by NAU no later than the 30th day after the invoice date, provided that the delivery is complete and the agreed accompanying documents are available to us in full.

7.3 Payments shall be made in accordance with clause 6.2. at our discretion within the 30-day period net cash or within a 15-day period beginning with the due date of the payment claim with deduction of a discount of 3%.

7.4 If services are invoiced on a time and material basis, the invoices shall be accompanied by receipts from us. Proforma invoices for deliveries/services from abroad must be received by us at least 24 hours before handover of the delivery item/before the start of acceptance of the service in order to ensure rapid processing. In the absence of such proof, the service shall be deemed not to have been rendered.

7.5 Advance payments shall only be made on the basis of a separate written agreement and only against a guarantee of a credit institution approved as a customs guarantor.

7.6 If the service is rendered before the agreed date or before the expiry of agreed deadlines, we reserve the right to settle the relevant invoice only at the agreed time of performance; it also entitles us to reject services.

8. Transfer, set-off and retention

8.1 Without our written consent, the supplier shall not be entitled to transfer claims and rights directed against us in whole or in part to third parties.

8.2 Offsetting by the Supplier with counterclaims against us shall only be permissible if these claims are undisputed, proven or legally established.

8.3 The supplier may not withhold delivery items or services due to any counterclaims from previous transactions or other transactions in an ongoing business relationship with us.

9. Defects

9.1 The Supplier shall ensure that the object of performance/delivery is free of material defects and defects of title, in particular that it has the quality agreed with us, that it complies with the latest state of science and technology as well as with our specifications, drawings and other regulations and that the object of performance/delivery is not subject to any circumstances which nullify or reduce its value or suitability for the normal use or use assumed under the contract concluded with us. Furthermore, the supplier shall ensure that the use of the object of performance/delivery does not infringe the rights of third parties, in particular patents or other industrial property rights.

9.2 If the object of performance/delivery is defective or not in conformity with the contract for other reasons, we shall be entitled to the statutory claims and rights without any limitation (in particular limitation and exclusion of liability) with the proviso that the period for giving notice of defects pursuant to §377 HGB shall be at least eight working days. In the case of hidden defects, in particular those which only become apparent during processing or commissioning of the delivery item, the period for giving notice of defects shall not commence until they are discovered by us.

9.3 The limitation period for material defects and defects of title shall be governed by the statutory provisions with the proviso that all periods specified therein shall be extended by six months.

9.4 In the event of subsequent performance, the Supplier shall also bear the additional expenses, in particular transport, travel, labor and material costs, which have arisen due to the fact that the subject matter of the performance was subsequently brought to a place other than the place of performance.

9.5 If this is requested by our end customer, the supplier already now agrees to the transfer of the defect claims and rights applicable in the contractual relationship between us and him to this end customer.

10. Liability, indemnification, and liability insurance coverage

10.1 Claims for damages and reimbursement of expenses (hereinafter collectively referred to as "Claims for Damages") of the Supplier against us, irrespective of the legal basis, shall be excluded, unless we are liable under the Product Liability Act or they are based on an intentional or grossly negligent breach of contractual or statutory obligations by us, injury to the life, body or health of the Supplier due to a breach of duty for which we are responsible, the assumption of a guarantee for the existence of a characteristic or the breach of material contractual obligations by us. In the event of a breach of material contractual obligations by us, the Supplier's claim for damages against us shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence, or we are liable for injury to life, limb or health, or because we have assumed a guarantee for the existence of a property. A breach of duty by us is

equivalent to a breach of duty by our legal representative or vicarious agent. The aforementioned provisions shall not be associated with a reversal of the burden of proof to the detriment of the Supplier.

If claims for damages are asserted against us by third parties due to a product defect, the supplier shall indemnify us against such claims if and to the extent that the damage was caused by the raw materials or partial products supplied by the supplier or by the services rendered by the supplier.

The supplier shall also be obliged to reimburse us for any expenses arising from or in connection with a recall action to be carried out by us. We shall inform the supplier of the content and scope of the recall measures to be carried out, insofar as this is possible and reasonable, and give him the opportunity to comment. The liability of the supplier in accordance with the statutory provisions shall remain unaffected.

10.2 The Supplier shall maintain a product liability insurance policy at its own expense.

11. Property rights

The supplier warrants that no rights of third parties are infringed in connection with his delivery/service. If claims are asserted against us by a third party in this respect, the supplier shall be obliged to indemnify us against such claims upon written request. The supplier's obligation to indemnify us relates to all applications arising from or in connection with the claim by this third party.

12. Ownership of the delivery item, retention of title, provision, tools and confidentiality

12.1 We shall acquire ownership of the object of the delivery/service upon its handover; the same shall apply to the documents supplied.

12.2 If we provide items, we shall retain title thereto. The supplier shall process or transform the items provided on our behalf.

If the items provided by us are processed, transformed or inseparably mixed/mingled with other items which are not our property, we shall acquire ownership of the new item in the ratio of the value of the item provided by us to the value of the other items at the time of processing/transformation or mixing/mingling. If the processing/modification or mixing/blending is carried out in such a way that the other items are to be regarded as the main item, the supplier shall transfer co-ownership of the new item to us on a pro rata basis; the supplier shall store the new item for us free of charge.

12.3 Subject to clause 9.1, the supplier shall be liable for the loss of or damage to documents provided. The supplier shall inform us immediately of any legal or actual impairment of such items and documents.

12.4 Tools and machines made available by us shall remain our property; the supplier may use these items exclusively for the performance of the respective contract concluded with us. The supplier shall insure the tools and machines made available by us at replacement value against fire, water and theft at its own expense. Maintenance and inspection work which becomes necessary for the tools and machines made available by us must be carried out by the supplier in good time at his own expense; he must notify us immediately in writing of any such work.

12.5 The Supplier shall mark the items provided by us as such and as our property, store them separately, maintain them at its own expense and use and manage them in accordance with the principles of economic management. Their use shall only be permissible for the respective contract concluded with us. The consumption of items provided is to be proven to us by means of a written statement. Waste and chips are to be returned to us upon request.

12.6 Semi-finished and finished products manufactured according to our documents may only be delivered to third parties with our written consent.

12.7 We reserve our property rights, copyrights and other industrial property rights to our illustrations, drawings, calculations, models, samples and other documents. The supplier shall keep all illustrations, drawings, calculations, models, samples and other documents and information received strictly confidential and use them exclusively for the performance of the respective contract concluded with us. Copies, reproductions or similar are only permitted with our express consent. The supplier shall return all documents or copies, reproductions or similar made thereof to us immediately upon our request. A right of retention to originals, copies, reproductions or similar is excluded in this respect. The illustrations, drawings, calculations, models, samples and other documents may only be disclosed to third parties with our express written consent. The supplier's obligation to maintain secrecy shall remain in force even after termination of the business relationship between us and the supplier. It shall expire only if and to the extent that the manufacturing information contained in the illustrations, drawings, models, samples and other documents provided has become generally known. All internal information which becomes known to the supplier as a result of the cooperation must also be kept strictly secret and used exclusively for the purposes of the cooperation with us. He shall also oblige his employees - even for the time after their departure - to maintain such secrecy within the scope of what is legally permissible.

The supplier shall also impose these obligations on all companies, third parties and enterprises which he involves in an advisory, executive or supporting capacity.

Improvements or suggestions to the documents which appear possible in connection with the execution of other orders shall be communicated to us by the supplier as soon as possible.

12.8 The supplier shall inform our safety officer of the names of its employees and supervisory personnel entering and/or working on our premises before the start of performance. Our safety and order regulations must be complied with for deliveries and services on our premises.

12.9 In the business relationship existing with us, the supplier may only advertise with our written consent.

13. Subcontractor

13.1 The use of subcontractors shall not release the Supplier from its obligations towards us.

13.2 When awarding contracts to subcontractors, the Supplier shall ensure that the subcontractors also grant us the right to inform and carry out inspections to the extent specified in Clause 6.

14. Data protection

The supplier declares its revocable consent to the processing of personal data provided in compliance with the statutory provisions. We provide details on this in our privacy policy.

15. Place of Performance, Transfer of Risk and Acceptance

15.1 The place of performance for the Supplier shall be the receiving address specified by us, unless otherwise agreed. There, the risk of accidental loss and accidental deterioration of the delivery/service brought by the supplier shall pass to us in accordance with the following provisions.

15.2 Acceptance of services shall be effected by issuing an acceptance confirmation signed by us.

15.3 We may refuse the acceptance of delivery items and the acceptance of services if a result of force majeure or other circumstances beyond our control (including labor disputes) make the acceptance of the delivery items or the acceptance of the services impossible or unreasonable for us.

15.4 Services whose contractual quality can only be determined after completion of a subsequent work shall only be accepted by us after successful installation, commissioning, and, if applicable, testing by the responsible bodies (e.g. classification societies).

15.5 The Supplier shall insure the delivery items and services at its own expense against accidental loss (in particular by fire or theft) and accidental deterioration until the transfer of risk.

15.6 Clause 15.4 above shall apply mutatis mutandis to the acceptance of deliveries with regard to the transfer of risk for the accidental deterioration or handling of the delivery item.

16. Jurisdiction and Applicable Law

16.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, including from documents, bills of exchange or checks, shall be Delmenhorst. However, we shall also be entitled, at our discretion, to sue the Supplier before the courts having jurisdiction over the Supplier's place of business.

16.2 The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and to the exclusion of the conflict-of-law rules of private international law.

17. Severability clause

If individual provisions of these General Terms and Conditions of Purchase and Order are or become invalid or if there is a gap in these terms and conditions, this shall not affect the validity of the remaining provisions. In place of the invalid provision or to fill the gap, the contracting parties shall agree on an appropriate provision which, as far as legally possible, comes as close as possible to what the parties intended or would have intended according to the sense and purpose of these General Terms and Conditions of Purchase and Order if they had considered the point.