§ 1 General – Scope
1. Our Terms and Conditions of Purchase shall apply exclusively; we do not acknowledge any conflicting or deviating terms and conditions of the Supplier unless we have expressly agreed in writing to their application. Our Terms and Conditions of Purchase shall also apply in cases where we accept without reservation the deliveries and/or services by the Supplier in the knowledge of contra-

dictory Supplier’s terms or Supplier’s terms deviating from our Terms and Condi-
tions of Purchase, unless the Supplier has countermanded us.
2. Any correspondence shall be conducted with our purchase department placing the

order. Any arrangements with other departments require the express written con-
firmation by the purchase department as to be effective.
3. Our Terms and Conditions of Purchase shall only apply to entrepreneurs.

§ 2 Order – Order Documents
1. If the Supplier is not indicated in our order within a period of 2 weeks after the

receipt of the order, we are entitled to cancel the order.
2. We reserve our ownership rights and copyrights to depictions, drawings, calcula-
tions, and other documents; they may not be made accessible to third parties without our prior written consent; they may solely be used for production

based on our order and shall be returned to us automatically after the order has been processed without our request and/or request study delay; they shall be kept secret from third parties; to such extent, the provision in § 10 (3) hereof shall apply in supplement.

§ 3 Prices and Terms of Payment
1. The price stated in our order is binding. Unless otherwise agreed, the price shall include all costs of carriage, the costs to receive the goods at the place deter-
mined in our order and the costs of appropriate packaging. The return of packag-
ing material is subject to separate agreement.
2. Supplier shall bear all accruing customs, taxes, duties and other importation costs.
3. Prices are exclusive of applicable statutory value-added tax.
4. We can only process invoices which indicate the order number shown in the

order; the Supplier shall be responsible for all consequences arising from the

failure to comply with this obligation, unless he can prove that he is not liable for

these consequences.
5. We are entitled to rights of set-off and retention to the extent provided by law.
6. The Supplier is not entitled to assign his receivables against us or have them collected by a third party.
7. The Supplier is only entitled to set-off claims against us or to assert a right of

retention if and to the extent his claims are uncontested or his counterclaim has

finally adjudicated.

§ 4 Delivery
1. The periods and/or dates indicated in the order are binding.
2. When the Supplier is in writing or verbally notified that circumstances arise or he becomes aware of circumstances from which follows his failure to
comply with the agreed periods and/or dates. The agreed periods and/or dates shall not be extended by such information.
3. In the event of a Supplier’s delay we are entitled to the rights provided by law. In
particular, we are, after unsuccessful expiration of a reasonable grace period, entitled to claim damages instead of delivery and to the rescission of the con-
tract. If we claim damages, the Supplier is entitled to prove that he is not liable for
the breach of duty.
4. Early deliveries or partial deliveries may only be made upon our prior written consent.
5. Transport insurance shall be taken out and borne by us.

§ 5 Transfer of Risk
1. Unless otherwise agreed in writing the Supplier is liable for any loss or damage of the
delivered goods until the goods are received and accepted by us.
2. The Supplier shall exactly indicate our order number on all shipping documents and
delivery notes; in the event he fails to comply with this obligation, we are not
entitled to any payment of invoices.

§ 6 Quality – Environmentally Sound Performances
1. Management System – Documentation

Provided nothing to the contrary has been agreed, the Supplier shall always

execute the delivery and/or services in accordance with the latest state of technol-
y and shall advise us of any opportunities for improvements and tech-
nical modifications and shall provide us with production procedures or facilities, materials or supplied parts for the deliveries and/or services, relocations of production sites, furthermore of changes in quality assurance measures, particularly procedures or facilities for testing deliveries and/or services which have an effect on the ordered deliveries and/or services so that we may examine whether the changes could have a negative conse-
quence on the management system (e.g., pursuant to ISO 9001, VDA 6.4, ISO 14001
cide whether our approval is required. This obligation to inform is not applicable, when the Supplier, following a careful review, can verifiably rule out such a nega-
tive consequence.

2. The Supplier shall, within the limits of the commercial and technical possibilities,
provide the deliveries and/or services as well as the deliveries and/or services of third parties if the environmentally sound production processes, environmentally sound performance includes, is but not limited to, the selection of environmentally sound materials and production procedures for the product design (e.g. low emission, low abrasion, low energy demand, etc.), as well as the use of environmentally friendly and recyclable lubricants and generally, solutions preserving the resources (e.g. with respect to the consumption of energy and materials).

3. Provided nothing to the contrary has been agreed, the Supplier shall provide the
deliveries and/or services in such manner that the entire delivery chain, includ-
ing, but not limited to, the design, manufacture, transport, installation, operation, cleaning, maintenance, repair and disposal is in compli-
ance with the applicable statutory and governmental regulations, provisions, rules and guidelines as well as the legal norms applicable to the place of production as well as at the place of use determined by us, particularly those governing quality, environmental protection, industrial safety, transport safety and product safety.

4. Supplier is obliged to prove to us from this contract that the legal norms stated in § 6 (3) hereof. Changes in the legal norms have a direct or indirect effect on the deliveries and/or services shall be reported to us without undue delay.

5. To implement the requirements provided under § 6 (3) and (4) hereof, the Supplier shall install, apply and refine a suitable management system customary to the industry management system to include the delivery and/or services of the sub-suppliers of the Supplier. If the Supplier maintains a certified management system (e.g., pursuant to ISO 9001, VDA 6.4, ISO 14001 or a comparable standard, each as amended from time to time), he shall regular-
ly and on his own accord provide us with the respective certificates, i.e. on the
to the first delivery as well as of any follow-up delivery, and of any up-
date of the certificate.

6. Within the scope of his management system the Supplier shall maintain an appropriate, documented quality assurance system. He shall design his quality assurance system in such manner that it aligns with the latest state of technology. The Supplier shall document his quality tests and provide us with the records upon request without undue delay and free of charge.

7. The Supplier hereby agrees to audits by us. They are a party appointed by us to
evaluate the effectiveness of his management system and, if appropriate, upon involvement of our (end)customer. Legitimate interests of the Supplier, including, but not limited to his interest to maintain secrecy, shall be taken into account dur-

§ 7 Initial Inspection

1. Provided we are obliged to inspect the delivered goods and issue a notice of defect pursuant § 377 (1) HGB (German Commercial Code), we will inspect the goods without undue study delay; they shall be inspected in quantity and type ordered, and whether there are any shipping damage or de-
fects visible on the outside.

2. If we discover a defect during the aforementioned inspections, we will report this to the Supplier. If we discover a defect at a later time, we will report this as well to the Supplier.

3. Notices of defect shall be given within one month after delivery of the goods
and/or services or, if the defects were not discovered prior to processing or bring into service, as of their discovery.

4. We have the right to demand that the Supplier delivers the goods to the Supplier at the aforemen-
tioned inspections and notices.

§ 8 Defects – Liability for Defects and other Liability
1. The Supplier warrants that all of his deliveries and/or services are in compliance with the latest state of technology and with the agreed properties/specifications and other requirements made by the Supplier, materials and parts and materials and/or services are free of defects (including but not limited to defects in design, production and material) and that they are suitable for the special purposes for which we have ordered.

2. We are entitled without restriction to the statutory rights for claims for defects; in
any event, we are entitled to claim from the Supplier, at our choice, the remedy of a defect or the delivery, of a new item, the replacement of the supplied materials and parts in the ratio of the value of the provided materials and parts, which are held in safekeeping for us by the Supplier.

3. The Supplier is liable for his representatives and sub-contractors to the same de-
gree as for his own obligations.

4. We are entitled to remedy the defects ourselves at the Supplier’s expense in the event of imminent danger or a special need for swift action.

5. The statutory period of limitation for our claims due to defects against the Supplier shall be 36 months, commencing on the date of transfer of risk. This is not applicable in cases when the law provides for longer periods; in such cases, the latter shall apply.

6. Otherwise, the Supplier is liable under the statutory provisions without any limitation or exclusion in terms of the grounds or the amount.

7. Our payment does not imply the acknowledgement of the delivery and/or service as according to contract or as free of defects.

8. Our consent to the Supplier’s technical documents and/or calculations does not

§ 9 Product Liability – Third Party Insurance Coverage
1. In the event a product liability claim or manufacturer’s liability claim is assented against us, the Supplier shall immediately inform us without call for and against such claims, provided he is responsible for the fault giving rise to the liability, where we are required under our manufacturer’s liability to carry out a recall and/or serv-

cing due to a defective product, he shall offer us his assistance without undue delay

of technology. The Supplier shall document his quality tests and provide us with

assurance system in such a manner that it always complies with the latest state

§ 10 Retention of Title – Maschinenrücknahmeverordnung
1. Materials and parts provided by us remain our property and shall be stored separately, labeled and managed free of charge. Provided materials and parts may only be used for the intended purpose, i.e. for the production of materials and/or services, or an application for insolvency is filed, or a court or out-of-court settle-

§ 11 Fulfillment of Contract at Risk

1. If the economic situation of the Supplier deteriorates in such way that the fulfill-
ment of the contract is seriously at risk, or he (also temporarily) ceases pay-
ments, or an application for insolvency is filed, or a court or out-of-court settle-

cation of the statutory period of limitation shall apply.
2. If there is reason to suppose that delivered goods and/or services do not con-
form to the applicable safety requirements, or that during intended use a

significant danger arises from the delivered goods and/or services, we are enti-

tled to demand from the Supplier a proof of compliance with the equipment safe-

§ 11 Fulfillment of Contract at Risk

1. If the economic situation of the Supplier deteriorates in such way that the fulfill-
ment of the contract is seriously at risk, or he (also temporarily) ceases pay-
ments, or an application for insolvency is filed, or a court or out-of-court settle-
§ 12 Foreign Trade Law – Forbidden Materials – Supplier Declarations

1. The Supplier shall provide the following information in offers and order confirmations: (i) statement whether the delivery and/or service is subject to export control and if yes, the relevant list number under German Export Law; (ii) statement whether the delivery and/or service is recorded in the U.S. Commercial Control List (U.S. CCL) and the relevant list number; (iii) statement whether the delivery and/or service is subject to export control under the applicable EC Dual-Use Regulation and the relevant list number; (iv) statement of the statistical commodity code number and of the country of origin of the delivery and/or service. In connection with deliveries and/or services destined, according to our notifications to the Supplier, for Iran (directly or indirectly), the Supplier shall also declare whether the deliveries and/or services in question are subject to export control pursuant to EC Regulation 2264/2002 or other updated EC regulations, as well as the relevant list number of the most current annex. In case of deliveries and/or services destined, according to our notifications to the Supplier, for Libya, the Supplier shall inform us whether other restrictions exist under German and/or EC Law and/or foreign trade law of other states. For the relevant declarations, the Supplier shall use the form “Declaration of Export Regulations” which we make available to the Supplier at http://www.ecoclean-group.net/company/about-ecoclean/under ‘’General Terms and Conditions’’. In the event that a required export licence is refused, we expressly reserve the right to rescind the contract.

2. The Supplier shall comply with existing prohibitions of substances resulting from legal norms. The Supplier shall ensure that the deliveries and/or services including their packaging delivered by him or by third parties appointed by him do not contain or emit any risk substances endangering the environment or health, which are not allowed under law for the intended use, and particularly for the use intended by us and communicated to the Supplier, as well as for foreseeable misuses at the place of production or at the communicated place of usage, or on the way to such place. In the cases of use allowed in accordance with as well as CMR-substances (carcinogen, mutagen, reproduction toxic) are to be avoided. Deviations from the rules of this provision shall be substantiated to us in a credible manner and shall only be permitted by us if a substitution of the substance by an innocuous substance is not possible.

3. For each delivery and/or service, the Supplier shall provide us with proof of legal compliance and registration requirements, e.g. (i) safety data sheets, test certificates, test certificates, professional certificates, other certifications, proofs of qualification) generally together with the offer, but no later than with the order confirmation, (ii) CE declaration, (iii) EC declaration of conformity and/or installation to each delivery, and shall label the delivered goods in accordance with the legal requirements. The same applies in the event of changes to the scope of goods and/or services having an impact on the use intended by us at the place of usage notified by us, also under consideration of foreseeable misuse concerning the aspects of delivery restrictions and/or service restrictions listed in § 12 (2) hereof.

4. The Supplier is obligated to declare to us the substances contained in his deliver- ies and/or services (substances of the relevant CAS-Nr. (Chemical Abstracts Service)), the proportional weight in homogenous materials and the safety data sheets, provided these materials are listed in one of the following regulations:
   - REACH (EC Regulation 1907/2006), particularly the REACH candidate list for materials subject to approval;
   - Fortification regulation ("Chemikalien-Verbotsverordnung", implementation of directive 76/769/ECC and related amendments);
   - Chemicals-Ozone Layer Regulation ("Chemikalien-Ozonenschutz- Verordnung");
   - Scrapped Vehicles Regulation ("Altfahrzeug-Verordnung", implementation of directive 2000/53/EC/ECC);
   - Electrical and Electronic Devices Act ("Elektro- und Elektronikgerätegesetz", implementation of directive 2002/95/EC and directive 2002/96/ECC);
   - Battery Regulation ("Batterie-Verordnung 2006/66/EC/ECC").

5. The Supplier shall confirm to us the origin of the delivered goods in compliance with the legal regulations, (e.g. with a supplier declaration, a declaration of origin or EC declaration). In the event of non-compliance, the Supplier undertakes to inform us of his goods under the valid regulations of origin of the country of destination, which country we have notified to him. The reference to the delivery will be made by indication of our item number and/or our order number on the supplier declaration.

6. Our payment obligation under § 3 hereof is subject to the receipt of all of the information and documentation requested above.

§ 13 Technical Documentation

1. The delivery of technical documentation and all requested protocols shall be a constituent part of the main delivery.

2. The technical documentation shall be delivered on trade standard data media in a machine-readable form, provided nothing to the contrary is agreed. The technical documentation shall be drawn up in accordance with the EC Machine Directive and shall be in compliance with the generally acknowledged rules of technology.

3. The technical documentation shall be drawn up in accordance with IEC 82079-1.

§ 14 Rights of Use – Intellectual Property Rights

1. The Supplier grants to us the non-exclusive, transferable, worldwide and perpetu- al rights to use, to integrate into other products and to distribute the delivered goods, partial deliveries thereof and/or performance of the Supplier. The Supplier undertakes not to assert his intellectual property rights to oppose any use of delivered goods, partial deliveries or performance.

2. The Supplier shall ensure that we and our customers do not infringe any intellec- tual property rights of third parties through the purchase, possession, offering for sale, using, processing, making available, reselling, exporting or releasing of the delivered goods, partial deliveries thereof and/or performance of the Supplier. The Supplier undertakes not to assert his intellectual property rights to oppose any use of delivered goods, partial deliveries or performance.

3. The Supplier shall ensure that the information concerning the intellectual property rights of third parties resulting from such actual infringements of Intellectual Property Rights and shall bear any and all costs and expenses we necessarily incur in this context, including, but not limited to, the costs of legal action and defense, as well as the costs resulting from the observance of an omission obligation. The statutory period of limitation applicable to such claims shall not expire prior to a period of ten years from the earliest date that the Supplier has communicated to the Supplier before conclusion of the contract.

4. § 14 (2) hereof is not applicable if the Supplier has produced the delivered goods and/or service in accordance with our drawings, models or other detailed infor- mation provided by us, and if the Supplier neither knew nor should have known that Intellectual Property Rights of third parties are being infringed.

5. The Supplier and we are obligated to inform each other without undue delay of known risks of infringement and alleged cases of infringement of Intellectual Property Rights, and, within the scope of what can be reasonably expected, to counteract corresponding infringement claims.

§ 15 Software

1. Software shall be delivered to us on commercially available data media in machine-readable form and including user documentation.

2. Software developed for us shall be provided to us with the source code with a manufacturer’s documentation.

3. For software developed for us and the related documentation and parts thereof and all other results, the Supplier shall transfer to us for non-exclusive, transferable, worldwide and perpetual right to use the delivered software for integration in other software. The cases of use allowed in accordance with the software in question shall be substantiated to us in a credible manner and shall be permitted by us if a substitution of the substance by an innocuous substance is not possible.

4. If our acquisition of a right of use pursuant to § 15 (3) hereof is conflicted by rights of third parties to third-party programs or other third-party work products incorporated in the delivered goods and/or services, the Supplier and we will contractually agree on the scope of our right of use in a reasonable way.

5. The Supplier is not entitled to reproduce, process or to make other use of the work results produced for us, neither in full nor in part.

6. The Supplier is not entitled to publish any of the work results of any nature produced for us - neither in full nor in part.

7. The Supplier shall procure and/or grant to us the non-exclusive, transferable, worldwide and perpetual right to use the delivered software for integration in other software. The cases of use allowed in accordance with the software in question shall be substantiated to us in a credible manner and shall be permitted by us if a substitution of the substance by an innocuous substance is not possible.

8. If the procurement and granting of a right referred to in § 15 (3), (7) and (8) hereof to our affiliated companies as defined in § 15 AktG (German Joint Stock Corporation Act) and by our distribut- ors.

9. The Supplier shall procure and/or grant to us the non-exclusive, transferable, worldwide and perpetual right to license the rights of use under § 15 (3) and (7) hereof to our affiliated companies as defined in § 15 AktG (German Joint Stock Corporation Act), to our final customers and distributors and to grant other rights of use.

10. If and to the extent that the software shall be donated to us, the Supplier is entitled to make all donations as long as the donation is legal, and to the extent that this is legal not possible, the Supplier shall in writing before conclusion of the contract. In doing so, the Supplier shall also state reasons why the procurement and granting of the right is legally not possible.

11. The Supplier warrants that no portion of the software delivered to us contains, at the time of delivery, any malware intended or capable to (i) permit access of the Supplier or any third party to our computer systems without our authorization; (ii) read, write, copy, change, damage or delete software or data or any computer systems without our authorization; or (iii) perform any other actions with, on or in our computer systems without our authorization.

§ 16 Rights of Third to parties

1. Personal data shall be processed by the Supplier in compliance with the legal regulations.

2. Personal data of the Supplier will be stored and processed by us in compliance with the legal regulations.

§ 17 Venue – Place of Fulfilment – Applicable Law

1. Place of jurisdiction is the place of the registered office of our company. We reserve the right to file an action at the place of jurisdiction of the Supplier.

2. Provided nothing to the contrary is agreed, the place of fulfilment is the place of the event indicated in the order, alternatively the place of our registered office.


§ 18 Miscellaneous

1. Should individual provisions of these Terms and Conditions of Purchase or of the contract entered into between the Supplier and us be or become fully or partially invalid, this shall not affect the validity of the other provisions.

2. We are only exempted from the duty to tax deduction under § 48 (1) Einkom- menssteuergesetz (German Income Tax Act) if the Supplier provides us with a valid exemption certificate issued in his name by the appropriate tax office. The provision of an exemption certificate in copy is sufficient, provided the exemption certificate has not been issued for the specific contract.

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