

## General conditions of purchase



### **1. Validity**

Orders shall only be valid if they are issued correctly and in writing. This is also valid for additions and amendments of orders. The general conditions of purchase of Novega (also referred as **we**) apply exclusively; conflicting or deviating conditions stipulated by the supplier shall not be deemed accepted even if we not expressly disagree after receipt of the order confirmation. With acceptance of the order, our general conditions of purchase become an integral part of the contract and shall also apply to all further business with the supplier.

### **2. Acceptance of the order**

The supplier is obliged to accept our order in writing, by letter, e-mail or fax within a week upon receipt, otherwise Novega is entitled to withdraw the order. Deviations from our order, undertaken from the supplier are subject to our expressly given consent.

### **3. Delivery dates**

All delivery dates are binding. In the event of a default in delivery, the supplier is bound to inform us immediately. A default in delivery entitles Novega, to claim compensation in place of delivery and to rescind the contract if a reasonable grace period set by Novega elapsed unsuccessfully. Furthermore, the legal regulations for default in delivery shall apply.

### **4. Prices and conditions**

The prices in our order are fixed prices and include all additional costs. In the event that the payment conditions have not been agreed separately in writing, payments are effected upon receipt of the invoice and the goods within 14 days with 3% discount or within 30 days net upon receipt of the invoice. The supplier shall indicate all order data on the invoice. The term of payment shall begin upon the date of the invoice receipt but not, before we have received the goods or the performances.

### **5. Assignment**

The supplier shall be entitled to transfer rights from our contract to third parties only with our written consent.

### **6. Dispatch**

The dispatch of the goods is to be effected at supplier's risk and expense. Each delivery of goods has to comprise a delivery note, which includes the order number, the delivery date and the description of goods. Insofar as not otherwise indicated in the relevant order, our registered headquarters shall be the place of fulfilment. Hazardous substances and / or dangerous materials are to be packed in accordance with the valid regulations and be marked as well as provided together with relevant security data sheets only. The classification of dangerous goods or if applicable, the comment "no dangerous goods" is to be indicated on the delivery note.

## **7. Unforeseen obstacles**

In the event of force majeure, strikes and lockouts, non-culpable disruption of operations, civil disturbances, official measures or other events beyond our sphere of influence, we shall be entitled to postpone the acceptance and payment of the goods in an appropriate way. Long-term call-off contracts which are valid more than 9 months can be cancelled by Novega giving 3 months' notice if the goods supplied cannot be used in the way we originally intended.

## **8. Complaints**

In the case that deliveries have been damaged in transport we shall be entitled to refuse acceptance. Accepted goods shall be examined according to the valid ISO 9001 regulations by random sampling. Complaints shall be regarded to be raised in due time if externally visible defects are raised or notified within 5 days after receipt of the goods. Defects we cannot notify by random sampling shall be regarded as hidden defects. We shall be entitled to remedy the defect ourselves at the supplier's expense in cases of imminent danger or in particularly urgent cases. The return of non-conforming goods or replacement deliveries shall be effected at the risk and cost of the supplier.

## **9. Warranty**

**We shall be entitled to the statutory claims without restriction. In any case, we shall be entitled to ask the supplier for repair of the defect or for delivery of new goods as we choose so. The right to claim damages, in particular for damages instead of performance, remains explicitly reserved.** Unless separately agreed in writing, the warranty term is 24 months counting from the transfer of risk.

## **10. Product liability**

If the supplier owes us compensation because of product damage, he shall be obliged to immediately release and indemnify us from damage claims of third parties that are based on product damage which has been caused within the supplier's sphere of control and organization. Within the scope of this provision, the supplier is also obliged to reimburse to us all expenses according to Sec. 683, 670 German Civil Code (BGB), incurred by or in connection with a recall action or any other measure initiated by us, if the claim does not arise from §§ 830 and 840 BGB in connection with §§ 426 and 254 BGB.

## **11. Handing over items and documents**

Tools, drawings and other documents, which have been handed over to the supplier remain the property of Novega. They are not to be made accessible to third parties. The handed over items and documents including all copies shall be sent back to Novega immediately after execution of the relevant order or upon our request – the costs are to be borne by the supplier.

**12. Nondisclosure**

The supplier is obligated to keep all and any information obtained in the scope of the business relation confidential including all relevant documents and usage of operating materials.

**13. Miscellaneous**

Place of fulfilment for the supplier's performance is Sulzberg unless otherwise agreed. The place of jurisdiction is 87435 Kempten/Allgäu. This agreement is governed by the law of the Federal Republic of Germany, the UN law, governing Contracts for the International Sale of Goods (CISG) dated April 11, 1980 being excluded.

Valid from 01.12.2013