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General Terms and Conditions of Purchase

Our order is subject to the exclusive application of our general terms and conditions of purchase printed on the reverse side hereof.

§ 1 Application

1. These terms and conditions of purchase shall apply exclusively. Differing or contrary terms of the seller shall not apply except if expressly agreed upon in writing. This aforementioned agreement is required in any case, by way of example, even if we accept the performances of the seller without any reservation in knowledge of the general terms and conditions of the seller.
2. All agreements, additional agreements, warranties, and alterations of this contract must be in writing. This also applies to the contracting out of the stipulation requiring written form for any amendments itself. The priority of the individual agreement in written, textual and oral form pursuant to section 305b of the German Civil Code (BGB) remains unaffected.
2. These terms and conditions of purchase shall also govern all future transactions between the parties and shall also apply if we except delivery despite our knowledge of differing or contrary terms.
3. These terms and conditions of purchase shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (German Civil Code).
4. Legally relevant declarations and statements of the seller in relation to the contract (eg setting of a deadline, reminder, cancellation) have to be made in writing, in written or textual form (eg letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in case of doubt about the legitimacy of the person issuing a declaration remain unaffected.
5. All communications, declarations, notices etc. are to be drawn up exclusively in the German or English language.

§ 2 Offer, Acceptance

1. The seller shall accept this offer within a reasonable time not exceeding two weeks. Any belated acceptance is classified as a new offer and requires acceptance by us.
2. The order of the buyer is binding at the earliest with written manifestation of will or confirmation. For obvious errors (such as typing and miscalculation) and incompleteness of the order, including the order documents, the seller must notify us for acceptance or correction prior to acceptance; otherwise the contract is considered not closed.

§ 3 Prices, Payment

1. Prices include delivery to our facilities, the respective statutory VAT and any and all costs for packaging, except as otherwise expressly agreed upon.
2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Seller (such as installation, fixture) and all incidental costs (for example, proper packaging, transport costs including any transport and liability insurance).
3. The purchase price is due and payable within 14 days from receipt of the proper invoice.
4. In the case of bank transfer, payment is made in due time if the buyer's transfer order arrives at the seller's bank before the payment deadline; the buyer is not responsible for delays by the banks involved in the payment transaction.

§ 4 Delivery

1. Unless otherwise agreed in individual cases, the parties agreed within Germany "free delivery" at the place specified in the order. If the destination is not specified and nothing else agreed, the delivery shall be made to our place of business in Forbach, France. The respective place of final delivery is also the place of performance for the delivery and any supplementary performance (obligation which debtor must perform at creditor's address).
2. Delivery is made on international contracts and cross-border delivery to a named place of final delivery in accordance with Incoterms 2010, DAP - Delivered At Point. The seller must place the goods at the buyer's disposal on the arriving means of transport ready to unload at the place of final delivery. The seller is obliged to clear the goods for exportation. However, he is not obliged to clear the goods for import.
3. The seller is not entitled, without our prior written consent, to effect performance owed by him by third parties (such as subcontractors). Unless otherwise agreed in individual cases (for example, stockpiling purchase), the seller bears the procurement risk for his services.
4. The delivery must be accompanied by a delivery note specifying the date (issue and shipping), content of the delivery (item number and quantity) as well as our order code (date and number). If the delivery note is missing or incomplete, we are not responsible for the resulting delays in processing and payment. In addition to the delivery note, the seller is obliged to send us a corresponding notification of dispatch with the same content.
5. The risk of loss or damage to the goods passes to us upon proper and complete delivery at the agreed place of delivery.
6. Insofar as an acceptance of performance has been agreed by the parties, this is decisive for the passing of the risk. In this case the statutory provisions of the contract for work done and materials supplied apply analogous. If we are in default in acceptance, the delivery or acceptance of performance is in effect.

§ 5 Delivery Date

1. All delivery dates stated in the order or otherwise agreed upon are binding.
2. The seller shall immediately inform us of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.
3. In case of default in delivery we reserve all rights under applicable law.
4. If the seller is in debtor's delay, we may demand - in addition to further statutory claims - a lump-sum payment of our damage caused by default in the amount of 1% of the net price

per completed calendar week, but not more than 5% of the net price of the delayed delivered goods. We shall be entitled to prove that a higher damage has occurred. The seller reserves the right to prove that no or only a significantly lower damage has occurred.

5. In case of default in acceptance by us the statutory provisions apply. However, the seller must explicitly offer us his performance even if a specific or determinable calendar time has been agreed for an action or participation on our part (for example, making available of material). If we are in default of acceptance, then the seller may demand compensation of his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the seller owes the production of a non-fungible item (custom-made item), the seller is entitled to further rights only if we have a duty to cooperate and we are responsible for the failure to cooperate.
6. The buyer owes no maturity interest. Incidentally, the statutory provisions apply to default in payment.

§ 6 Secrecy rules and reservation of title

1. We reserve the rights of ownership and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and to be returned to us after termination of the contract. The documents must be kept secret to third parties, even after the contract has ended. The secrecy obligation shall only expire if and insofar as the knowledge contained in the provided documents has become generally known.
2. The aforementioned provision shall apply mutatis mutandis to products and materials (such as software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the seller for manufacture. Such items shall be kept separate at the expense of the seller and adequately insured against destruction and loss unless they are processed.
3. Any conversion of material into a new article, any intermixture of goods or adjunction (reprocessing) of provided items by the seller is made for us. The same applies to further processing of the delivered goods by us, so that we are considered to be the manufacturer and acquire ownership of the product at the latest with further reprocessing in accordance with the statutory provisions.
4. The transfer of ownership of the goods to us must be unconditionally, irrespective of the payment of the purchase price for the goods by us. If, however, in individual cases we accept an offer of the seller to transfer ownership on condition that we paid the purchase price, any reservation of title of the seller expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods before the full purchase price has been paid by us to the seller; in return we assign anticipatory our receivables for the goods sold (in the alternative, the principles of a simple and, limited to resale, extended reservation of title shall apply). In any case, this excludes all other forms of reservation of title in the seller's favour. In particular the principles of an extended, a forwarded and, relating to reprocessing, a prolonged reservation of title shall not apply.