

1. Relevant conditions

The following General Terms and Conditions of Purchase ("T&C") apply to all purchases made by Adolf NISSEN Elektrobau GmbH + Co. KG ("NISSEN") and their subsidiaries. They apply to the same extent for production material (for the purpose of their own series production of NISSEN, in particular raw materials, materials, assemblies, parts) as well as for the purchase of spare parts, tools or machines as well as other products of all kinds (in total the "products"), if provided the applicability of any of the following provisions of these Terms and Conditions of Purchase is not expressly limited to individual or specific types of purchase items. By delivering its products to NISSEN, the supplier accepts these GTPs

2. Offer, offer documents

Requests from NISSEN to the supplier for its products and the terms of their delivery or requests from NISSEN to submit tenders do not bind NISSEN in any way. Quotations from the supplier are binding and not to be reimbursed, unless otherwise expressly agreed.

3. Orders

Only orders with a purchase order number are valid. Our conditions of purchase have precedence over the conditions of sale of the supplier and shall also apply if the supplier does not refer to them in his order confirmation. Deviations from our order or our conditions are only valid if they have been confirmed by us in writing. Conditions of sale of the supplier are not binding for us, as far as they contradict our conditions or restrict or cancel legal rights of the customer. In the case of contradictions, the following ranking of the contractual basis applies:

1. Our Orders
2. General Conditions of Purchase
3. The offer

Orders from NISSEN are only valid and binding if made in writing. Signing by NISSEN is not mandatory. The written form is respected if the transmission takes place via fax, e-mail or another electronic dial-up system. A valid and binding contract between NISSEN and the supplier, including T&C, is concluded

- (i) the written order from NISSEN transmitted to the Supplier, and
- (ii) its express written acceptance (order confirmation) by the Supplier, which must be received by NISSEN within three days of the date of the order; or

NISSEN may demand changes of the products (also concerning construction and execution of the products) from the supplier at any time after the confirmation of the order by the supplier. In this case, the supplier shall inform NISSEN without delay of the effects of this change request, in particular with regard to additional or reduced costs and the delivery date, and the parties will agree on an appropriate contract adjustment, if necessary.

If the contract or order stipulates that the products are to be determined by a delivery schedule, these delivery schedules shall become binding 2 days after transmission to the supplier, unless the supplier has not previously objected to them in writing.

4. Delivery dates / delivery delay

Agreed delivery dates are binding. The supplier is obliged to observe the delivery deadline insofar as he is not able to do so due to force majeure (e.g. war or a general strike not limited to the company of the supplier). In case of force majeure, the customer must be informed immediately, stating the reasons. If the supplier omits this notification, he cannot invoke the obstacle against the customer.

If the delivery time is exceeded, the purchaser is entitled, at his discretion, to withdraw from the contract in whole or in part or to claim damages for non-performance.

In addition, he forfeits a contractual penalty of 0.2% of the purchase price of the delayed products per commenced day of the delay in delivery, however, a maximum of 5% of this purchase price. The right to assert claims for damages remains unaffected.

5. Delivery

On the day of goods departure, we must send a shipping notice or invoice. Each consignment must be accompanied by a delivery note. The risk of accidental loss of the goods is borne by the supplier until acceptance. Costs of insurance are only taken over as far as we have requested. The assumption of costs for packing, bundling, taxiing and loading activities as well as small as far as we did not agree with the takeover, we are disclaimed. Unless otherwise specified, the most favorable shipping method for us is to be chosen.

6. Transportation / Transport costs

The price stated in an order is, unless otherwise agreed, free domicile or "DDP" according to the current Incoterms.

If delivery conditions are agreed in accordance with the currently valid Incoterms, for which NISSEN pays the transport, the transport must be carried out with a freight forwarder approved by NISSEN. Unless otherwise agreed, the supplier undertakes to notify the consignment of the consignment. If the freight forwarder does not pick up the goods as confirmed after notification, the supplier must inform NISSEN immediately.

7. Decrease

We undertake no obligation for immediate inspection of the delivered goods for quantity and contractual performance. The supplier waives the defense of late-indicating defects. In the case of obvious incorrect delivery, the purchaser is entitled to return the goods freight prepaid to the supplier. In the event of future demand, the customer may store the goods if the invoice is appropriately valued. The same applies to early delivery of parts from call orders.

8. Most favored Nation treatment

Should the supplier deliver the contractual or similar products in comparable quantities to a third party during the term of a contract for the delivery of products, especially regarding price, discounts, technology, quality, terms of payment, delivery deadlines or other conditions, the supplier becomes, they must inform NISSEN immediately and automatically grant NISSEN these more favorable terms. The new terms and conditions apply with retroactive effect from the time at which the supplier granted these favorable conditions to the third party.

9. Invoice

The invoice must be sent separately in duplicate, in foreign copies in triplicate by the postal service separately. No guarantee is given for the timely processing of invoices attached to the consignment. For invoices in which the invoice and the receipt date differ significantly, the payment periods are extended to the account of the supplier. Payment is made at our discretion upon receipt of the goods and invoice within 14 days with a three percent discount or within 30 days net. An assignment of the claim of the supplier is excluded. Payments are made subject to the subsequent examination of the invoice for accuracy.

10. Dangerous substances and preparations

For goods and materials as well as for procedures that have special treatment, etc., due to laws, ordinances, other regulations or their composition and their effect on the environment. In terms of transport, packaging, labeling, storage, treatment, manufacture and disposal, the legal requirements of the country of manufacture and the country of distribution must be fulfilled by the supplier.

The supplier shall be liable for all damages arising from the culpable non-compliance with the existing statutory provisions.

The supplier shall ensure that the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006 - hereinafter referred to as "REACH") are complied with, the pre-registration and the registration must be made on time. that the products cannot be used if the requirements of REACH are not fully and properly met. Incidentally, the supplier must comply with all legal and regulatory requirements with regard to environmental protection when fulfilling his contractual obligations.

The Supplier shall indemnify NISSEN in full from all consequences, in particular damages from NISSEN and claims of third parties against NISSEN, which result from the fact that the Supplier culpably, not completely, or not in time, has fulfilled or fulfilled the above provisions.

11. Retention of title

The supplier is entitled to reserve ownership of the delivered item until payment has been made by us or the bill of exchange has been cashed by us. However, we are entitled to resell the delivery item as part of an orderly business transaction. An agreement of a further retention of title in the form of advance assignment of the claim against our customer to the supplier or in the form of securing a current account current is excluded.

12. Warranty

The supplier warrants that the delivery item has no defects that affect its value and that it has the assured properties, including the agreed performance and consumption figures, and that it complies with the statutory and professional association regulations in force in the Federal Republic of Germany. The usual warranty period begins on the day of delivery of the goods by suppliers to us, but this does not preclude a complaint before this delivery. If a defect occurs within the warranty period, we can demand in addition to the statutory requirements, the free removal of the defect or the delivery of a defect-free piece free destination. The warranty covers parts produced by subcontractors. In urgent cases, the purchaser is entitled to remedy defects at the supplier's expense. The announcement of addresses of the pre-suppliers cannot be demanded by the supplier. Claims for compensation for a further damage incurred by the purchaser are not excluded; §§ 439 III, 445 a BGB for installation and removal costs incurred within the framework of the warranty for defects.

13. Liability

The supplier is responsible for acts and omissions of third parties, subcontractors, of which the supplier uses for the execution of the order or other activities, in the same way as own actions or omissions. The supplier is liable for all damages caused by his staff or other persons he uses for the execution of the order or other activities. The customer assumes no liability for the loss or damage of equipment and other objects of the supplier or his agents.

14. Termination

The purchaser is entitled at any time to terminate the contract with the supplier with a notice period of 15 calendar days. The termination takes place under indication of the reason by registered letter. If the termination is for a reason beyond the control of the Supplier, the Purchaser shall reimburse the expenses incurred up to the termination date to the Supplier as follows:

- (i) All deliveries made to the extent of the agreed individual amounts.
- (ii) For deliveries that have not yet been performed, the proven cancellation and suspension costs.
- (iii) All services demonstrably provided for the execution of the order and which have benefited the customer.

At the latest with the payment of this remuneration, the ownership of objects already delivered and all other claims, especially on deliveries and services, pass to the customer.

15. Advertising

It is only permitted with the written permission of the customer to refer to the advertising in any form on the existing business relationship with him.

16. Place of performance

The place of performance is the registered office in Tönning. The exclusive place of jurisdiction for all disputes arising directly or indirectly from business transactions as well as the validity of concluded contracts is Husum. This jurisdiction also applies to lawsuits in the document process.

General Conditions of Purchase
Adolf NISSEN Elektrobau GmbH + Co. KG



The relevant law of the Federal Republic of Germany applies to all legal relationships arising from business relationships between the seller and us, especially to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

17. Validity

Should individual provisions of our conditions of purchase be invalid for any reason or violate a statutory prohibition, this shall not affect the remaining provisions. Invalid provisions must be interpreted in such a way that economic success is achieved.