

General purchasing conditions (Status 07/2005)

of Haas Holzzerkleinerungs- und Fördertechnik GmbH
Unter den Weiden, 56472 Dreisbach

Section 1. General conditions

§ 1.1. All orders made out by Haas Holzzerkleinerungs- und Fördertechnik GmbH - hereinafter referred to as Haas – are solely regulated by the following conditions where no other, explicit agreement has been concluded. The conditions of the contractor as stipulated in his general terms and conditions or in his order confirmation are hereby explicitly rejected. Acceptance of order confirmations or deliveries without reservations does not imply acceptance of such conditions.

§ 1.2. The first delivery according to these purchasing conditions implies that the supplier also accepts their exclusive validity for all further deliveries.

§ 1.3. Only orders provided in written form are valid. All changes to the orders provided as well as any secondary agreements must be in written form to be valid.

§ 2. Order acceptance

§ 2.1. Every accepted order must be immediately confirmed with us by quoting our order and consignment number, even where delivery is immediate. Our orders can be cancelled until the confirmation of their acceptance without changes has been received by us. Deviations from the order must be clearly marked in the order confirmation.

§ 2.2. The order confirmation obliges the contractor to provide us with the technical data required for the installation or use of the object delivered (e.g. installation conditions, technical documentation, operating and maintenance instructions, drawings etc.).

§ 3. Delivery and dispatch

§ 3.1. Delivery is to be made according to the order or the instructions subsequently sent by Haas and in accordance with the schedule agreed upon. The contractor will immediately indicate changes of deadlines.

§ 3.2. The contractor must adhere to the shipping regulations of Haas and the freight forwarder or carrier. The order and consignment numbers of Haas must be specified in all transport documents, letters and invoices.

§ 3.3. The costs of transport, including packaging, insurance and all other secondary costs are borne by the contractor where no other explicit agreements have been concluded.

§ 4. Delivery periods delivery dates

§ 4.1. The delivery periods or dates in the orders are binding and refer to the arrival at the place of fulfilment. The place of fulfilment for both parties is always the place of acceptance specified by us.

§ 4.2. Haas is entitled to refuse the acceptance of goods that are not delivered by the delivery date specified and to have them returned or stored with third parties at the cost and risk of the contractor.

§ 5. Quality and acceptance

§ 5.1 The contractor ensures that the goods comply with the requirement specifications provided, the relevant standards and the state of the art.

§ 5.2 Haas reserves the right to check the goods immediately after their arrival for obvious and visible faults and to accept them only thereafter. In the event of a complaint, the customer may be charged for the costs of the test and the replacement delivery. The reporting period for all types of faults is 14 days after they have been identified. During the warranty period, the contractor waives the right to object to late reporting of hidden faults..

§ 5.3. The values determined during the goods received inspection are binding for the dimensions, weights and numbers of items of a delivery.

§ 5.4. All goods delivered must comply with the respective regulations, directives and standards. When goods require a declaration by the manufacturer or a certificate of conformity (CE) according to the EC directives, the supplier must compile this and immediately provide it to us at his own expense.

§ 5.5. The claim for a contract penalty agreed upon for late delivery also remains valid when it is not explicitly stated during the acceptance of the delivery. Additional claims also remain valid when no special reservations have been expressed at the time of acceptance.

§ 6. Prices and payment conditions

§ 6.1 Prices agreed upon are maximum prices; price reductions during the period between the order and the payment of the invoice are for the benefit of Haas.

§ 6.2 Invoices quoting the order and item number as well as the consignment number must be compiled immediately following dispatch of the goods. Value added tax must be separately documented.

§ 6.3 Payment will be made under the provision that the delivery is appropriate and that the price and the calculations are correct. When a fault covered by the warranty is identified, Haas is entitled to withhold payment until the warranty obligations have been fulfilled.

§ 6.4 Payments will be made net on the Monday following the 14th day after the invoice is received, after deducting the discount agreed upon, or on the Monday following the 30th day after the invoice is received, provided that all order specifications were fulfilled and that the invoice was correctly compiled. The date of payment is defined as the day on which our bank receives the payment instruction.

§ 7. Set-off and cession

§ 7. 1 The contractor is only entitled to set off claims that are undisputed, have been validated by a court or have been accepted by us.

§ 7. 2 We hereby explicitly reject any set-off prohibitions for customers stipulated by the contractor. The customer does not waive his legal right to set off and withhold payments.

§ 7. 3 Cession of claims against Haas are only valid with the written approval of Haas.

§ 8. Warranty

§ 8. 1 The warranty obligations of the contractor are defined by the legal regulations in as far as no other arrangements have been specified below. The contractor agrees to indemnify Haas at its first request against all claims of third parties resulting from faults, violation of the industrial property rights of third parties or damage to products resulting from his delivery and his share of the responsibility for the damage. The contractor undertakes to maintain an appropriate product liability insurance.

§ 8. 2 The warranty period is at least 12 months in as far as no other, explicit agreement has been concluded. The legally prescribed warranty period shall apply where this is longer. The period shall start with the initial operation of the delivered object by the customer or by a third party appointed by the customer. The warranty period shall start with the successful acceptance test when an acceptance test is prescribed by law or by an agreement. Payment shall not imply that the product was accepted as fault-free.

§ 8. 3 In the event of a faulty delivery, Haas may decide whether the contractor will have to provide a replacement free of charge, grant a price reduction according to the legal regulations concerning price reductions or remove the fault free of charge. In urgent cases and after discussion with the contractor, Haas shall be entitled to handle the removal of the fault or have the fault removed by a third party or get a replacement at the expense of the contractor. The same shall apply when the contractor is late in fulfilling his warranty obligations. When the percentage of faulty parts exceeds the maximum value determined according to the statistical test method stipulated in the order, Haas shall be entitled to assert warranty claims regarding the whole delivery or to have the whole delivery checked at the expense of the contractor after appropriate discussion with the contractor.

§ 8. 4 The contractor shall be liable for replacement delivery and rework to the same extent as he is liable for the original delivery object, i.e. including but not limited to transport, travel and labour costs. The warranty period for replacement deliveries will start at the earliest on the day on which the replacement delivery arrives.

§ 8. 5 The contractor shall be obliged to provide appropriate compensation for the costs of a recall action based on the product liability act. Haas shall provide the contractor with prior notification for comment within the shortest possible time.

§ 9. Industrial property rights

Any drawings, drafts, samples, production instructions, internal corporate data, tools, devices, etc. that we have provided to the contractor for the purposes of submitting an offer or performing an order remain our property. We own the copyright for all our samples and drawings. The contractor is obliged to abstain from any infringement of copyright and shall immediately return all samples and drawings provided once the order has been completed. He is furthermore obliged to keep information, drawings and samples provided to him confidential, not to disclose them to third parties and to store them with due diligence. The contractor shall be liable towards us in the event of a violation of these obligations.

§ 10. Industrial property rights of third parties

The contractor shall ensure that the use of the purchased goods is not restricted by the rights of third parties, in particular the industrial property rights of third parties. The contractor hereby indemnifies Haas against any claims resulting from a violation of the rights of third parties, e.g. copyright, patent rights and other industrial property rights.

§ 11. Data protection

The contractor irrevocably agrees that any personal data communicated will only be used and processed for the purposes of the order and according to the statutory obligations.

§ 12. Applicable law, place of jurisdiction

The legal relationship between us and the contractor shall be exclusively governed by the laws of the Federal Republic of Germany. The local court competent for the registered office of Haas shall be responsible for settling disputes arising from or in connection with the agreement.

§ 13. Severability clause

Where individual clauses of these terms and conditions are found to be invalid, the remaining clauses shall not be affected.