

**GENERAL TERMS & CONDITIONS OF PURCHASE**  
**of enviplan® Ingenieurgesellschaft mbH**  
(hereinafter referred to as the Principal)

**I. General**

- (1) The Principal's Terms & Conditions of Purchase apply exclusively, even if it is aware of conditions of the Agent that are different or deviate from its Terms & Conditions of Purchase and accepts the Agent's delivery without reservation. Other conditions of the Agent, or conditions that differ from the Principal's General Terms & Conditions of Purchase, must be expressly confirmed in writing to be valid in respect of the Principal. Tacit inclusion of contradictory or differing general terms & conditions of business is excluded.
- (2) The Terms & Conditions of Purchase of the Principal also apply to all future transactions with the Agent.

**II. Orders**

- (1) Only written, signed orders with binding legal force are valid.
- (2) The prices specified in the order include the statutory VAT applicable at the time of delivery.
- (3) Goods produced in accordance with details, drawings and models of the Principal may not be made available to third parties or used or supplied for purposes other than those specified in the contract without the Principal's prior written consent.
- (4) All of the digital and/or analogue information provided to the Agent to complete the order, such as illustrations, drawings, sketches, models, calculations and other documents and information, are the intellectual property of the Principal and protected by copyright. The Agent undertakes to return these documents free of charge to the Principal immediately on completion of the order, including any copies, transcripts, reproductions, etc. made by the Agent, which require the prior consent of the Principal; the Agent has no right of retention to these

documents. Similarly, the Agent undertakes not to produce the same or similar workpieces or arrange for such workpieces to be produced by third parties after completion of the order. The documents listed above and the commercial, technical and personnel details that become known in the course of processing the contract shall all be kept confidential and shall not be released to third parties or otherwise made known, unless prior written consent for disclosure has been given. The confidentiality obligation also applies after completion of the order. Breaches of copyright shall be pursued by the Principal under civil and criminal law. Misuse of the specified items incurs full liability for compensation for damages, unless the Agent demonstrates that the Principal has not suffered any damages.

### **III. Order confirmation**

- (1) Every order must be confirmed immediately in writing with the delivery date and applicable prices.
- (2) With the order confirmation, the Agent accepts the Principal's Terms & Conditions of Purchase.
- (3) Delivery conditions that contradict these Terms & Conditions of Purchase apply only if they have been expressly confirmed in writing by the Principal.
- (4) Price adjustments are excluded. Price changes are binding for the Principal only if they have been expressly confirmed by the Principal in writing.
- (5) Changes and additions to orders and/or contracts must be in writing in order to be valid.
- (6) If an order is not confirmed in writing within 14 days of receipt, the Principal is no longer bound by it.

### **IV. Delivery**

- (1) Delivery is based on the international rules for interpreting the terms of commercial contracts (Incoterms) in the version applicable on the date of conclusion of the contract. If the contract does not specify the type of delivery, the delivery

item is deemed to have been purchased CIP (carriage and insurance paid to) and shall be delivered to the location specified by the Principal. This also applies to part deliveries.

- (2) If the Agent provides approximate delivery dates, the end of the approximate period specified means the final date for delivery to the Principal's ramp or the location specified by the Principal.
- (3) Agreed delivery periods are binding. If the delivery period cannot be met, the Agent is obliged to notify the Principal of this immediately. This shall not affect the statutory rights of the Principal in the case of default on delivery.
- (4) If the agreed delivery date is culpably exceeded and, after unsuccessful expiry of a period of grace set by the Principal with a reminder and threat of withdrawal, the Principal is entitled at its discretion to demand compensation for non-fulfilment or to withdraw from the contract.
- (5) If the agreed delivery date is exceeded without culpability, the Principal has the right to withdraw from the contract if it has a legitimate interest in doing so.
- (6) The Principal shall inspect the delivered goods for defects within an appropriate period; complaints received by the Agent within a period of five working days from acceptance of the delivery are deemed to be prompt.

## **V. Delivery note**

- (1) A delivery note shall be included with every delivery. If there are several packages, the package containing the delivery note shall be marked accordingly.
- (2) If the above conditions are not met, the Principal reserves the right to return the shipment in full or to pay the invoice within four (eight) weeks with 3% (2%) discount.

## **VI. Invoice**

The invoice shall be sent immediately on delivery either digitally to [Rechnung@enviplan.de](mailto:Rechnung@enviplan.de) or as a single paper copy to the Principal and shall include the Principal's order or project number, the item number, account number and date.

## **VII. Payment**

Payments made by the Principal within 14 working days of invoicing shall be subject to 3% discount. Payments within 30 working days of invoicing shall be made with 2% discount and within 60 working days without discount, always assuming that delivery is complete, proper and free from defects.

## **VIII. Replacement and warranty**

- (1) The Agent shall guarantee that the delivery items manufactured by it in accordance with the Principal's details on the order are free from defects and comply with drawings and with DIN standards, and guarantees that the delivery items meet the Principal's order specifications to this extent.
- (2) The corresponding warranty obligation lasts for 1 year. In the case of fraudulently concealed defects, the warranty period shall only begin at the time from which the Principal is aware of the defect.
- (3) The statutory warranty rights are available to the Principal. Notwithstanding the above, it may demand of the Agent, in cases of defective services or deliveries that do not have the characteristics guaranteed by the Agent, either rectification of the defect or substitute delivery at the Principal's discretion. The Agent is obliged to meet the costs incurred.
- (4) In the case of repair, the Agent shall be allowed a maximum of two attempts to rectify the defect.
- (5) The Principal reserves the right to pursue claims for compensation.
- (6) In urgent cases, such as in order to prevent its own default, the Principal is entitled, with prior consultation with the Agent and at the Agent's cost, to carry out a repair itself or arrange for such a repair to be carried out by a third party.
- (7) If the Agent is unable to provide a replacement free of charge or if the attempted repair fails, the Principal shall be issued with a credit note for the full invoice amount.
- (8) The Principal also reserves the right to pursue further compensation claims, in particular for reimbursement of futile handling or processing expenses.

- (9) Reservations or clauses regarding exemption from compensation claims shall not be accepted by the Principal.

#### **IX. Provision of materials**

- (1) Materials provided shall remain the property of the Principal and shall be stored, labelled and managed free of charge by the Agent. Their further use by the Agent is not permitted without the prior consent of the Principal.
- (2) The Agent shall replace materials that lose their value or are lost for reasons for which it is responsible. This also applies in the case of transfer of allocated materials relating to the order by the Principal.
- (3) The contracting parties agree that processing and material transformations are carried out solely on behalf of the Principal and that the Principal is the direct owner of the new or transformed item. If this is not possible for legal reasons, they agree that the Principal is the owner of the new or transformed item at all times during processing or transformation.
- (4) The Agent is obliged to keep the new or transformed item for the Principal free of charge with due commercial care and attention and to release it to the latter on demand.

#### **X. Product liability**

- (1) If action is taken against the Principal because of a breach of official safety regulations or on the grounds of domestic or foreign product liability regulations or legislation because its product is faulty and this can be traced back to a product supplied by the Agent, the Principal is entitled to demand compensation from the Agent, provided that the damage is caused by the products supplied by the Agent. This compensation also covers costs for precautionary product recalls.
- (2) If the Agent is responsible for product damage, the cause is located in its area of control or organisation, and it is liable in respect of third parties, the Agent is obliged to indemnify the Principal to this extent against compensation claims by third parties at first request.

- (3) If rights of third parties are breached by the Agent and action is taken against the Principal on those grounds, the Agent shall indemnify the Principal against such action and reimburse all of the Principal's costs that the Principal considers necessary to mount a legal defence on the basis of the action taken by the third party.
- (4) The Agent shall label the items it supplies in such a way that they are permanently identifiable as its products.
- (5) The Agent shall carry out quality assurance that is appropriate in terms of type and extent and corresponds to the state of the art, and demonstrate this to the Principal on request. It shall conclude a quality assurance agreement with the Principal, insofar as the Principal deems this necessary.
- (6) The Agent shall also take out insurance of an appropriate amount against all risks arising from product liability, including the risk of a recall, and present the Principal with the insurance policy for inspection on demand.

## **XI. Place of fulfilment**

The place of fulfilment is the registered office of enviplan<sup>®</sup> Ingenieurgesellschaft GmbH in 33165 Lichtenau.

## **XII. Place of jurisdiction, applicable law**

- (1) These General Terms & Conditions of Purchase, the contractual relationship between enviplan<sup>®</sup> Ingenieurgesellschaft GmbH and the Agent and any legal claims relating to execution of the contract are governed by the law of the Federal Republic of Germany in its relevant valid version, except for international uniform law, in particular the UN Convention on the International Sale of Goods.
- (2) If the Agent is a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes, including international disputes, arising directly or indirectly from the contractual relationship is the registered office of enviplan<sup>®</sup> Ingenieurgesellschaft GmbH in Lichtenau. The same applies if the Agent is

an entrepreneur within the meaning of Section 14 German Civil Code. However, enviplan® Ingenieurgesellschaft GmbH is entitled, in all cases, to take action at the location specified in an individual agreement that takes precedence or at the general place of jurisdiction of the Agent. This shall not affect precedent statutory regulations, in particular regarding exclusive jurisdiction.

### **XIII. Severability**

If individual conditions are invalid, this shall not affect the validity of the remaining provisions or of the contract itself. The statutory provisions shall take the place of the invalid conditions. The statutory provisions also apply to issues that are not covered by the above Terms & Conditions, unless agreed otherwise.

As of Q1 2019

[enviplan®] environmental planning  
[enviplan®] professional flotation

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