

genua GmbH General Terms and Conditions of Purchase

for deliveries and services genua GmbH - Kirchheim

1 General

1.1 Scope of application

These terms and conditions apply to all present and future business relations of genua GmbH (hereinafter referred to as "genua") for contracts for delivery of goods and provision of services, irrespective of whether the contracting party (hereinafter referred to as "Supplier") manufactures the goods itself, buys them from suppliers, or engages the services of third parties.

1.2 Contradictory terms and conditions

Conflicting, supplementary or deviating conditions of the Supplier are not accepted, even if they are known, unless their validity is expressly approved. This shall also apply if genua does not separately object to conflicting conditions in individual cases or if reference is made to correspondence containing or referring to the terms and conditions of the Supplier or a third party.

1.3 Transfer of contractual rights

The Supplier may not transfer rights and obligations from a contract to third parties without our consent.

2 Ordering and payment

2.1 Offers

Offers must comply with genua's request in terms of quantity and quality; in the event of any deviations, these must be explicitly pointed out. Offers shall be submitted free of charge.

2.2 Formal requirement

Only orders or order confirmations submitted in writing, by fax or by e-mail shall be valid. Additions, supplements and amendments must be made in writing. A lack of reaction to offers and order confirmations shall not be considered as acceptance of them.

2.3 Order confirmation by Supplier

The Supplier must confirm the order immediately, stating the binding delivery time, the price, genua's order number and the order date. If the Supplier has concerns about the manner of execution requested by genua, it shall immediately notify genua hereof in writing. If the order is not confirmed in writing within five working days from the date of the order letter, genua may cancel this order.

2.4 Invoices

Any mutually agreed additional or reduced service or delivery must be listed separately in the invoice. Invoices must be submitted to genua separately for each order. Incorrectly

submitted invoices shall be deemed not to have been received by genua until they are corrected and resubmitted. The due date of payment is 30 days after receipt of the invoice. In case of complaint regarding performance, genua shall be entitled to withhold the entire payment until performance has been duly effected. The Supplier may assert a right of retention only for justified counterclaims from the same order. For foreign currency invoices, the applicable exchange rate at the date of the invoice shall apply. Any bank charges on the receiving end must be borne by the Supplier.

3 Delivery and transfer

3.1 Transfer of risk

Until full delivery to genua, or acceptance of the delivery items or services by genua, the Supplier bears the risk of loss, accidental loss or damage regardless of the pricing terms.

3.2 Receipt/acceptance

For receipt/acceptance the condition of the delivery item or service item at the time of receipt/acceptance by genua at the destination is indicative. In the case of defective or otherwise improperly delivered delivery items or services, genua is free to receive/accept, if necessary with reservations. In the case of goods that have obviously been damaged during transport, genua may refuse to accept them without the Supplier having a claim for reimbursement. genua does not waive warranty claims by receiving, accepting or approving samples. The time of payment has no influence on the Supplier's warranty and on the right of complaint.

3.3 Complaint

Obvious defects, including quality and quantity deviations, may be reported within 14 days of delivery. To meet the deadline, timely mailing of the complaint shall suffice. The examination period according to Section 377 para. 1 HGB (German Commercial Code) begins only after successful installation and commissioning of the delivery item. Hidden defects must be reported within 14 days of their discovery.

4 Equal treatment and property rights

4.1 Equal treatment

Should employees of genua be disadvantaged or harassed by the Supplier or its employees under the terms of the General Equal Treatment Act (Allgemeines Gleichbehandlungsgesetz), the Supplier exempts genua from all claims for compensation asserted by employees of genua against genua.

4.2 Property rights

The Supplier is liable to genua for ensuring that no patents, licenses or other proprietary rights of third parties are infringed by the delivery and use of the delivery items or by the service. The Supplier shall bear any license fees.

4.3 Advertising

Referring to the existing business connection in information and advertising material is only permitted with the explicit

written permission of genua. In case of revocation of this approval, the notice shall be removed immediately from electronically disseminated material.

5 Export control and customs

5.1 Information in the delivery documents

The supplier shall provide the following information unsolicited in the delivery documents.

5.2 Customs tariff number

For goods, indicate the customs tariff number (HS code, statistical commodity code) of the country of origin.

5.3 Originating products

For listed goods, the current list position in accordance with German and European export control regulations and, if the goods are subject to US re-export regulations, the Export Control Classification Number (ECCN) of the US Commerce Control List (CCL) must be indicated.

6 Miscellaneous

6.1 Applicable law

German law applies to the exclusion of the UN Sales Convention.

6.2 Place of fulfillment and jurisdiction

Place of fulfillment is the place of receipt foreseen by genua, unless specified otherwise in the order. As far as the Supplier is a merchant, the exclusive place of jurisdiction for all disputes shall be Munich for both parties.

6.3 Severability

If individual provisions of these Terms and Conditions of Purchase are or become invalid in whole or in part, the provisions remain otherwise valid.