

I. General provisions

1.) ¹In contractual relations with entrepreneurs within the meaning of Section 14 of the Civil Law Code (BGB), legal persons under public law and special funds under public law, these General Terms and Conditions of Purchase of COLUMBUS MCKINNON Engineered Products GmbH and Pfaff Verkehrstechnik GmbH (Supplier) shall apply exclusively (Purchaser). ²Contrary or differing terms of the supplier shall not apply unless expressly agreed upon in writing; this shall apply even if the purchaser places an order or takes delivery without raising an objection in spite of being aware of the supplier's contradictory or deviating terms and conditions.

2.) ¹All agreements to be concluded with the supplier must be in writing. ²If the order of the purchaser constitutes an offer within the meaning of Section 145 BGB it must be accepted by the supplier within the set time-limit or, unless otherwise determined, not later than two weeks. ³Offers submitted by the supplier shall be free of charge for the purchaser.

3.) ¹Any doubts as to the service required by the purchaser must be expressed by the supplier without undue delay and in writing. ²In the absence of the purchaser's written consent, the supplier shall not be entitled to have due performance provided as a whole or in essential parts by a third party. ³In case of a violation, the purchaser shall be entitled to revoke the contract and demand damages for the remainder.

II. Pricing and payment

1.) Unless otherwise agreed in writing, prices include statutory VAT at the date of invoicing for a delivery to the purchaser free of charge, including all ancillary services such as packaging, transport, customs or insurance.

2.) ¹The supplier must submit invoices in threefold with separate indication of VAT and the order mark and order number for each item. ²The invoices shall be due for payment after complete performance and proper invoicing, subject to a 3 % cash discount for prompt payment within 14 days, a 2% discount for payment within 30 days or net for payment within 45 days. ³Assignment of the claim by the supplier is excluded.

3.) ¹Any retention of title by the supplier shall only remain in effect until payment for the respective contractual goods is made. ²No transferred or extended retention of title group retentions of titles or current account retentions of title will not be accepted.

4.) ¹In case of payment before delivery of the contractual goods, the transfer of property shall be deemed to have been agreed, unless the supplier has provided corresponding security. ²Payments before maturity do not constitute any acknowledgement of full, defect-free contractual performance by the supplier.

III. Time of delivery, late delivery

1.) ¹The agreed delivery dates are binding. ²Unless otherwise agreed, the delivery period shall be 14 days after conclusion of the contract. ³Receipt of the contractual goods at the place of performance by the body designated by the purchaser shall be decisive for determining the timeliness of the delivery. ⁴If a formal acceptance has been agreed, the date of the successful acceptance shall be decisive.

2.) ¹Any early delivery shall be made at the expense and risk of the supplier and is subject to the return of the goods free of charge by the purchaser. ²Any incurred storage or other costs shall be charged to the supplier.

3.) The supplier shall notify the purchaser without undue delay in time become apparent.

4.) ¹If the supplier does not provide a due performance or is late in delivering a performance, the purchaser shall have rights provided by law. ²In particular, the purchaser shall be entitled, after unsuccessful expiry of an appropriate delay, to demand damages instead of performance and to revoke the contract. ³If the purchaser demands damages, the supplier shall be entitled to prove that he is not responsible for the breach of duty. ⁴The supplier shall only be entitled to rely on the lack of cooperation of the purchaser if he has been reminded in writing to cooperate within a set time-limit. ⁵Circumstances of force majeure shall only exculpate the supplier if they have been notified without undue delay to the purchaser in writing, together with an indication of the expected duration of the delay.

5.) ¹If the supplier culpably exceeds the time of delivery, he shall be liable to a penalty for delay of 0.15 % of the gross total contract value per day, however limited to 5 % of the gross total contract value. ²The penalty for delay can be claimed in addition to performance. ³The right of the purchaser to assert any additional damages, subject to a credit for the penalty of delay, shall not be affected. ⁴The penalty for delay can be asserted at most within 5 workdays after receipt of the late performance by the supplier.

VI. Shipping and passing of risk

1.) ¹Unless otherwise agreed in writing, the delivery must be made free of charge to the registered office of the purchaser, being the place of performance. ²The risk of accidental destruction and accidental deterioration passes to the purchaser upon handing the contractual goods over at the place of performance. ³If a formal acceptance has to take place, such acceptance shall be decisive for the passing of the risk

2.) ¹The purchaser shall be notified by the supplier without undue delay in writing of any shipment by means of a notice of shipment with the contents of the bill of lading. ²The packaging is to provide protection against damage to the delivery; the shipping and packaging requirements of the purchaser are to be observed. ³At the request of the purchaser, the supplier shall recover the packaging material.

3.) ¹The delivery shall be accompanied by a bill of lading specifying the date (of issue and dispatch), the contents of the delivery (number, marks and numbers of the packed pieces) as well as the order marks (date and number if appropriate) of the purchaser. ²If the bill of lading is missing or incomplete or defective in any other way, the purchaser shall not be responsible for any delays in the processing or payment.

V. Liability for defect

1.) ¹Unless formal acceptance has been agreed, the purchaser shall inspect the delivery within an appropriate delay for defect. ²A notice of defect shall be timely if it is sent to the supplier within 5 days after receipt of the contractual goods by the purchaser, or in the case of a concealed defect after their discovery.

2.) ¹The purchaser shall be entitled to resort to the statutory remedies for defects without restriction. ²A defect consists in particular of a deviation of the supplier's performance from the performance specification or other product specification on which the contract is based. ³The purchaser shall be entitled to require the supplier to cure the defect, either by remedying the defect or by delivery of defect-free goods. ⁴The purchaser reserves the right to claim damages instead of performance. ⁵In the case of an impending danger or a particular need for speed, the purchaser shall be entitled to remedy the defect himself, or to have it remedied by third parties, at the expense of the supplier. ⁶Claims of the purchaser against the supplier in terms of a supplier's recourse pursuant to Sections 478 and 479 Civil Law Code (BGB) shall apply subject to the necessary modification in follow-up transactions of the purchaser with entrepreneurs within the meaning of Section 14 of the Civil Law Code (BGB), legal persons under public law and special funds under public law.

3.) The limitation period shall be the corresponding statutory limitation period, extended by 12 months, from the time of the passing of the risk.

VI. Product liability, general liability

1.) ¹To the extent that the supplier is responsible for a product defect, he shall indemnify the purchaser upon first demand of any claims for damages asserted by third parties, including the costs for legal defence if the cause arises from the sphere of responsibility and organization of the supplier and the supplier himself is liable to third parties.

2.) ¹In the scope of the liability for damage pursuant to subsection 1.), the supplier is also obliged to compensate any expenses pursuant to Sections 683 and 670 BGB or pursuant to Sections 830, 840 and 426 BGB arising out of or in connection with a recall campaign conducted by the purchaser. ²If possible, the supplier shall be given an opportunity to comment prior to any recall campaign. ³The assertion of other legal claims remains unaffected.

3.) ¹The supplier is obliged to maintain product liability insurance with an overall coverage of EUR 10 million per personal injury/material damage and to provide proof thereof at the request of the purchaser. ²The purchaser's claims for damages remain unaffected. Already at this stage the supplier assigns to the purchaser his claims for compensation under the insurance. The purchaser hereby accepts the assignment.

4.) The supplier is obliged to maintain continuous quality assurance in accordance with the state of the art 2. The content and scope of the quality assurance must be proven to the purchaser at the latter's request.

VII. Provision of materials

1.) ¹Materials and tools provided by the purchaser shall remain the property of the purchaser; they must be marked as such by the supplier stored separately from the supplier's materials and tools and may only be used for the purposes of the purchaser. ²The supplier shall be liable for any damage or loss thereof and shall maintain adequate insurance cover at replacement value of such materials and tools; already at this stage the supplier assigns any claims for compensation under the insurance. ³The purchaser hereby accepts the assignment.

2.) ¹Any processing or intermixture of the provided materials by the supplier is made on behalf of the purchaser. ²In the case of processing with goods that do not belong to the purchaser, the purchaser shall obtain pro rata co-ownership of the new product corresponding to the ratio of the value of the provided materials (purchase price, exclusive of VAT) to the value of the other processed goods (purchase price, exclusive of VAT) at the time of the processing. ³In the case of an inseparable intermixture with goods not belonging to the purchaser, the purchaser shall obtain pro rata ownership of the new product at the ratio of the value of the provided materials (purchase price, exclusive of VAT) to the value of the other intermixed goods (purchase price, exclusive of VAT) at the time intermixture. ⁴If the supplier's thing is to be assessed as the main object of the processing or intermixture, the supplier shall transfer to the purchaser a pro rate share of co-ownership. ⁵The supplier shall keep custody of the goods of which the purchaser is the sole or co-owner with required care until the time of dispatch.

3.) ¹The supplier is obliged to perform the required service and inspection works, as well as any maintenance and repair works, of the provided tools at his own expense and in the proper manner. ²Any defects in their functioning must be notified to the purchaser without undue delay.

4.) If the securities to which the purchaser is entitled pursuant to subsection 2.) exceed the agreed outstanding contractual price, including VAT, by more than 10 %, the purchaser shall release at his option the securities upon request of the supplier correspondingly.

VIII. Licences

1.) ¹If the use or other exploitation of the supplier's performance requires the granting of the use rights (licences), such licences shall be transferred to the purchaser at the time of delivery at no additional cost. ²The purchaser shall be entitled to transfer such rights upon resale. ³The supplier shall be liable, irrespective of any culpable conduct, for the existence, transferability, and enforceability of the use rights.

2.) ¹The supplier shall warrant, irrespective of any culpable conduct, to the purchaser that the performance shall not infringe any rights of third parties. ²If any third party asserts claims against the purchaser for an alleged infringement of right, the supplier shall be obliged to indemnify the purchaser or his customer for the specific performance for such claims upon first demand. ³The indemnification obligation covers all expenses necessarily incurred due to or in connection with the assertion of claims by a third party for an alleged infringement of rights. ⁴The limitation period for the warranty and indemnification obligation of the supplier shall be 10 years calculated from the date of conclusion of the contract.

VIII. Confidentiality obligation

1.) ¹The purchaser reserves property rights and copyrights in illustrations, drawings, samples, quotes for costs and any other documents and information of a physical and non-physical nature, including in electronic format. ²They may only be used for the purposes specified by the purchaser, may not be copied or made available to third parties without express written consent; they shall be returned to the purchaser after completion of the order without additional notice.

2.) All documents and information shall be kept confidential also after full completion of the contract, to the extent that they do not contain generally available, evident information.

IX. Applicable law, place of performance, jurisdiction

1.) This contract shall be governed exclusively by the laws of the Federal Republic of Germany (excluding the UN Convention on Contracts for the International Sale of Goods).

2.) ¹For lack of deviating written agreements the place of performance shall be the registered office of the purchaser. ²If the supplier is an entrepreneur for the purposes of Section 14 BGB, a legal person under public law or a special fund under public law, the registered office of the purchaser shall be the exclusive place of jurisdiction at the same time. ³However, the purchaser shall also be entitled to sue the customer in the courts at the latter's registered office.

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