



STRIKO Verfahrenstechnik GmbH
Gewerbeparkstr. 27 · D-51580 Reichshof-Wehrath

General Terms and Conditions of Purchase of STRIKO Verfahrenstechnik GmbH
(hereinafter referred to as the "Purchaser")

I. Scope

- I.1. These General Terms and Conditions of Purchase shall apply to all contracts between the Purchaser and the Seller concerning deliveries and services. They are intended for use in relation to
- a) persons who, when concluding the contract, are acting in the exercise of their commercial or self-employed professional activity (entrepreneurs) ,
 - b) legal persons under public law and special funds under public law.
- They are valid for all future business relations, even if they are not expressly agreed for concluded contracts.
- I.2. The purchasing conditions of the Purchaser shall apply exclusively. Any conflicting or additional terms and conditions of the Seller - unless expressly agreed in the order - shall not become part of the contract, even if we do not expressly object to them. These General Terms and Conditions of Purchase of the Purchaser shall also apply if the Purchaser accepts the delivery without reservation in the knowledge that the Seller's terms and conditions conflict with or deviate from these Terms and Conditions.
- I.3. All agreements made between the Purchaser and the Seller in connection with purchase contracts must be in writing. Agreements made by telephone or verbal agreements in connection with sales contracts must be confirmed in writing by the Purchaser, as must any deviating agreements and amendments to these Conditions.



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II. Offer and order

- II.1. Inquiries made are generally not binding.
- II.2. Offers and cost estimates shall be sent to the Purchaser free of charge.
- II.3. Orders placed by the Purchaser shall only be deemed to be binding upon written submission.
- II.4. The Seller is obliged to confirm the Purchaser's order in writing within the period of one (1) week. If the written confirmation is not received within the specified period, the Purchaser is entitled to revoke the contract concluded. A confirmation deviating from the order always requires a new order by the Purchaser.
- II.5. The Purchaser reserves the right of ownership and copyrights to illustrations, drawings, plans, calculations and similar information of a physical and non-physical nature, also in electronic form; they may only be made accessible to third parties with the express permission of the Purchaser. If the Seller does not accept the Purchaser's offers, these documents shall be returned to the Purchaser without delay; documents in electronic form shall be irrevocably deleted. Documents provided to the Purchaser such as illustrations, drawings, plans, certificates and other documents describing the product may also be used and applied by the Purchaser free of charge towards third parties, e.g. for his own advertising or further offer preparation. In this context, the Seller shall indemnify the Purchaser irrevocably and upon first request from the Purchaser against any claims of third parties based on copyright or other industrial property rights.
- II.6. If updates of the documents referred to in II.5. have been made and provided by the Purchaser, the latest versions shall be used for fulfilment, unless expressly agreed otherwise. Failure to do so shall constitute a material defect for which the Seller is responsible. In this case, Section VI. shall come into force.
- II.7. The Purchaser shall be entitled to demand changes to the products, in particular with regard to their design and construction, from the Seller even after the order has been placed and the order has been confirmed until the performance has been fulfilled. The Seller is then obliged to inform the Purchaser immediately of any consequences, in particular with regard to the price and delivery date.



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III. Prices and terms of payment

- III.1. The prices stated in our order are binding and are free domicile including packaging, unless otherwise agreed in writing. The return of packaging requires a special agreement. If the Purchaser agrees to pay the transport costs, he is entitled to freely choose the transport company.
- III.2. Payment shall be made 14 days net less 2% discount and 30 days net, unless otherwise agreed in writing. Decisive for the beginning of the payment period is the receipt of the invoice, receipt of the goods and the receipt of all agreed documentation. A payment does not constitute a positive acceptance.
- III.3. The relevant date of payment is the date of money disposal from the Purchaser's account.
- III.4. The Purchaser shall be entitled to set-off and retention rights to the extent permitted by law.
- III.5. Invoices can only be processed if they state the order number as specified in the Purchaser's order; the Seller is responsible for all consequences arising from non-compliance with this obligation.

IV. Deliveries and services

- IV.1. The delivery/ service included in the Purchaser's order shall be at the Seller's expense and risk. If the Purchaser agrees to bear the transport costs, the Purchaser shall be entitled to determine the transport company to be commissioned by the Seller.
- IV.2. The delivery date/ period specified in the Purchase Order shall be binding to the Seller. The Seller is obliged to inform the Purchaser in writing without delay if circumstances occur or become apparent to the Seller which indicate that the delivery time cannot be met.
- IV.3. The contract shall not be deemed fulfilled until the Purchaser has also received the agreed certificates, documents and attestations.
- IV.4. If the Seller is in default of delivery, the Purchaser shall be entitled to the statutory claims arising therefrom. If the Seller is responsible for the delay, the Purchaser is entitled to claim damages. These may be considerable, as the services ordered are often installed in larger technical systems. Failure to deliver on time can result in costly loss of use. The Purchaser can claim contractual penalties agreed with his own customer against the Seller, unless the Seller can prove that he is not responsible for the delay in delivery.



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V. Retention of title

- V.1. Services of a physical and non-physical nature provided by the Purchaser by way of materials provided to the Seller for the performance of the service to be rendered may only be used for contractually specified purposes. The Seller must return unused or unprocessed materials provided by the Purchaser to the Purchaser immediately at the seller's risk and expense.
- V.2. The Purchaser retains title to any materials provided to the Seller. Processing or transformation by the Seller will be carried out for the Purchaser. If the reserved goods are processed with other items not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the Purchaser's item to the other processed items at the time of processing.
- V.3. If the item provided by the Purchaser is inseparably mixed with other items not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Seller's item is to be regarded as the main item, it shall be deemed agreed that the Seller shall transfer proportional co-ownership to the Purchaser; the Seller shall keep the sole ownership or co-ownership for the Purchaser.
- V.4. The Seller is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the Purchaser's express consent. The obligation to maintain secrecy shall also apply after completion of the contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

VI. Liability for defects

- VI.1. Unless otherwise contractually agreed, the statutory warranty obligations apply to the Seller.
- VI.2. In the event of defects for which the Seller is responsible, the Seller shall indemnify the Purchaser upon first request from any claims of third parties resulting from such defects.
- VI.3. The Seller shall be liable for repair and replacement to the same and full extent as for the original delivery.
- VI.4. If the damage is greater than the costs of immediate subsequent performance when a grace period is set for subsequent performance, the Purchaser shall be entitled to remedy the defects himself and, if necessary, to commission third parties to do so. The Purchaser is entitled to charge the additional expenditure resulting from this to the Seller. The warranty obligation of the Seller remains unaffected for all remaining components.



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VII. Software and data use

- VII.1. Personal data of the Purchaser will be handled and processed in accordance with the statutory provisions and order-related until revoked.
- VII.2. All drawings, technical interpretations, calculations, drafts and data belong to the property of the Purchaser and are to be used exclusively for the performance of contractually agreed deliveries and services. The passing on to third parties is only permitted after written consent.

VIII. Applicable law, place of jurisdiction, place of performance

- VIII.1. The law of the Federal Republic of Germany applies exclusively to all legal relations between the Purchaser and the Seller, excluding the UN Convention on Contracts for the International Sale of Goods.
- VIII.2. Place of jurisdiction is the court responsible for the Purchaser's registered office. However, the Purchaser is entitled to file a suit at the Seller's headquarters.

IX. Miscellaneous

- IX.1. If different languages are used in the course of correspondence for declarations leading to the conclusion of the contract or in connection with the terms of delivery and if linguistic ambiguities arise due to the translations, the German text version shall be binding.
- IX.2. Should parts of the above-mentioned Terms and Conditions of Purchase be or become invalid due to contractually agreed provisions or conflicting conditions, this shall not affect the validity of the remaining Terms and Conditions of Purchase. The parties undertake to agree on a legally admissible replacement provision that comes as close as possible to the intended purpose.

As of: 08/ 2021