

I. Order and Acknowledgement of Order

1. FHR Anlagenbau GmbH (Purchaser) shall be entitled to cancel the order if the contractor (Supplier) fails to acknowledge the order in writing within five calendar days from the time it was received (Acknowledgement of Order).
2. If the Acknowledgement of Order differs from the order, it shall be binding on the Purchaser only if he has accepted such differences in writing. Any General Conditions of the Supplier shall be binding on the Purchaser only insofar as they agree with his own conditions or have been accepted by Purchaser in writing. The acceptance of supplies or services or the making of payments shall not imply acceptance of any (different) conditions.
3. Items changed or added to the order shall be effective if confirmed by the Purchaser in writing.

II. Licences

1. The Supplier shall grant the Purchaser the non-exclusive, transferable, worldwide and unlimited right to:
 - a) use or authorize the use of the software and the associated documentation (hereinafter jointly referred to as "Software");
 - b) sublicense the right of use granted in II para. 1 a) as far as individual Software is concerned;
 - c) copy the Software for the purpose of installation in hardware.
2. All sublicenses granted by the Purchaser shall provide appropriate protection for Supplier's intellectual property rights to the Software by using the same provisions as the Purchaser uses to protect its own intellectual property.

III. Time of performance, Late performance

1. The punctuality of deliveries or subsequent performance only shall be determined based on (the time of their) receipt at the point of destination specified by the Purchaser. The punctuality of deliveries including installation or erection and services shall be determined based on their time of acceptance.
2. Supplier shall not be entitled to deliver the supplies before the agreed delivery date, unless Purchaser agreed to such delivery in writing prior to the delivery.
3. If a delay in the delivery of supplies, performance of services or subsequent performance is expected to occur, Supplier shall immediately inform Purchaser and ask him to make decision on the matter.
4. If the Supplier fails to meet the agreed delivery date for reasons for which the Supplier is responsible, the Purchaser shall be entitled, without prejudice to its statutory rights, to charge a penalty amounting to 0.5% for each workday of said delay begun and not exceeding a total of 5% of the total amount of the order. If, at the time of acceptance of the deliveries, services or subsequent performance, the corresponding reservation is not expressed, the Purchaser shall nevertheless be entitled to claim such penalty until the final payment.

IV. Transfer of risk and shipment, place of performance

1. The risk attaching to supplies only shall transfer to the Purchaser at the time they are received at the point of destination specified by the Purchaser and the risk attaching to supplies including installation or erection and to services shall transfer to the Purchaser at the time they are successfully tested for acceptance, unless Purchaser and Supplier agreed otherwise.
2. Unless agreed otherwise, shipping costs shall be charged to the Supplier. In case Incoterms 2020 are agreed that oblige the Purchaser to bare the total or part of the freight costs, shipment shall be effected in the cheapest manner unless otherwise specified by the Purchaser. Extra costs incurred due to failure to conform to shipping specifications shall be borne by the Supplier. In case Incoterms 2020 are agreed that oblige the Supplier to bare all freight costs, the Purchaser shall likewise be entitled to determine the mode of shipment. Any extra costs incurred for expediting shipment to meet delivery shall be borne by the Supplier.
3. Each shipment shall contain packing slips and despatch notes indicating contents, order number and quantity of order. More details have to be derived from the Suppliers "Guideline for Suppliers" which can be requested by Supplier in case it is not yet available to him.
4. Shipments from a third country shall additionally be accompanied by an invoice containing the exact value of the goods. In order to comply with the legal export/reexport regulations, deliveries underlying German / EU respectively US export regulations shall be marked with the Export List Number respectively the Export Control Classification Number (ECCN) and the applied US export license/license exception. Furthermore, the country of origin, the customs code number and the preferential status shall be indicated. The aforementioned data shall be provided on despatch notes for each position of goods, if required. The shipment shall immediately be announced by Supplier with the same data. On request of Purchaser, Supplier shall provide the Purchaser with a long term shippers declaration concerning the requested supplies and services. The Supplier shall be liable for the correctness of all provided data. If through governmental anti-dumping measurements penalty duties are imposed on supplies of products upon the import, Supplier shall not be entitled to deliver such

supplies, unless Purchaser expressly agreed to such deliveries in writing prior to the delivery.

5. Over deliveries are subject to prior written confirmation of Purchaser.

V. Invoices

Invoices shall indicate the order reference and the respective numbers of every single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be marked as such.

VI. Payment

1. Unless agreed otherwise, payment shall be effected and fall due within 10 days less 3 % discount or within 20 days less 2 % discount or within 60 days net.
2. The term shall count from the time the supplies or services have been effected in their entirety and from receipt of the duly issued invoice. Insofar as the Supplier is required to provide material tests, test certificates, quality-related or other documents, completeness of delivery and performance also takes receipt of all such documents for granted. In case of deliveries before the agreed delivery date the aforementioned term shall count from the agreed delivery date or from receipt of the duly issued invoice, whichever date is later. Discount shall also be deductible if the Purchaser offsets payments against receivables or because of deficiencies, withholds payment of a reasonable amount, the term shall count from the time deficiencies are completely corrected.
3. The effecting of payments shall not imply acceptance of supplies or services as meeting order requirements.
4. Where the Supplier is an entrepreneur, the Purchaser shall be in arrears if it does not make payment in response to a reminder from the Supplier which is issued after the purchase price falls due.
5. Once the Purchaser is in arrears, the Supplier shall be entitled to demand interest on arrears of 5 % per year. Any further claims or rights of Supplier due to delay of payment shall be excluded.

VII. Inspection of incoming goods

1. Immediately on receipt of the deliveries, the Purchaser shall inspect all incoming goods and check whether they correspond to the quantity and type ordered and whether there are any outwardly visible signs of transport damage or externally visible defects.
2. If the Purchaser discovers a defect during the abovementioned inspections it shall notify the Supplier of this. This shall also apply if the Purchaser discovers a defect at a later date.
3. Notifications or defects may be lodged within one month after delivery or performance of the service or, where the defects are first noticed during working or processing or first use, within one month after they were first detected.
4. The Purchase shall not be under any commitment to the Supplier to make any more extensive inspections and notifications than those specified above.

VIII. Warranty

1. The Supplier shall guarantee that his supplies and services are free from any defects for a period of three years, unless the relevant laws and regulations provide for a longer period ("Warranty Period"). The Warranty Period shall commence with the usage of supplies by Purchaser, which start of usage shall be communicated to Supplier by Purchaser in case that time of delivery and usage of supplies differ significantly.
2. If defects are detected prior to or on transfer of risk or during the Warranty Period, Supplier shall at Purchaser's sole option and discretion, either correct such defects at his own expense, or provide new supplies or services free of defects. The Purchaser's choice shall be made at reasonable discretion. In case it is questionable, whether a defect is covered by Suppliers warranty, a failure analysis has to be performed by Supplier on his own expenses; the result of such analysis has to be provided in writing to Purchaser within one week after provision of defect goods to Supplier.
3. If the Supplier fails to correct a deficiency, or to provide new supplies or services within a reasonable period of time to be set by the Purchaser, the Purchaser shall be entitled to withdraw from all or part of the order without paying compensation or demand a reduction of price or at the Supplier's expense himself effect repairs of replacement or cause them to be effected and to claim damages instead of performance of the order. Sections 281 II and 323 II BGB (German Civil Code) shall remain unaffected.
4. The Purchaser shall be entitled to carry out repairs or cause them to be carried out at the Supplier's expense without setting a deadline if delivery is effected after the reasonable period set.
5. The same applies, where immediate repairs are in the Purchaser's interest to avoid defaulting or because of any other urgency.
6. Claims under the above warranty provisions shall lapse one year from the time the Supplier is notified of a deficiency, however by no means before the expiration of the Warranty Period as set forth in VIII paragraph. 1
7. This shall not affect further legal claims or rights of Purchaser beyond the scope of the warranty provisions.
8. Insofar as the Supplier executes redelivery or rectification of the defects, the Warranty Period as stated in VIII para 1 starts to run again.
9. Defective items shall be returned at Supplier's expense and risk.

IX. Liability for the Infringement of Industrial and Intellectual Property Rights

The Supplier guarantees that no industrial and intellectual property rights, including but without limitation copyrights conflict with the use of the supplies or services provided under the order.

X. Subcontracting to third parties

Subcontracting to third parties shall not be permissible without the Purchaser's approval and shall entitle the Purchaser to withdraw from all or part of the order and to claim damages.

XI. Material provided by the Purchaser

1. Material provided by the Purchaser shall remain his property and shall be stored separately, marked and kept at no cost to him. The material shall not be used other than for the Purchaser's orders. The Supplier shall compensate the Purchaser for depreciation in value or loss. This shall also apply to material provided for and on the Supplier's account for a specific job.
2. The Supplier shall process or work the material for the Purchaser who shall become the direct owner of the new or worked item. Where this is not lawfully possible, the Purchaser and the Supplier are agreed that the Purchaser shall at all times during processing or working become the owner of the new item. The Supplier shall apply due and proper care in keeping the new item at no cost to the Purchaser.

XII. Tools, patterns, samples, secrecy, etc.

1. Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, manufacturing instructions etc. provided by the Purchaser, as well as items made with or to them, shall not without the Purchaser's written approval be passed on to third parties nor used for purposes other than those specified in the order. They shall be safeguarded against unauthorized inspection or use. Subject to any further rights, the Purchaser shall be entitled to demand their return to him, if the Supplier violates this clause.
2. The Supplier must not make information acquired from the Purchaser available to third parties, unless such information is of a general nature or was otherwise lawfully in his possession. Where the Purchaser has agreed to orders being passed on to third parties, corresponding obligations shall be imposed on such third parties in writing by Supplier.

Insurance

Supplier/Purchaser covers for risks arising in connection with transport of supplies. Supplier should not arrange add-on insurance coverage for such risks. Any insurance premiums incurred by Supplier in connection with transport of supplies to Purchaser will not be reimbursed by Purchaser.

XIII. Assignment of receivables

No receivables shall be assigned without the Purchaser's prior written consent.

XIV. Special right of termination

If the Supplier ceases payment, a provisional administrator in insolvency is appointed or insolvency proceedings are instituted against the Supplier's assets, the Purchaser shall be entitled to give notice to terminate the order in full or in part or to withdraw from the order. In such a case Purchaser shall be entitled to use available equipment or deliveries and services which have already been provided by the Supplier in order to continue the work, in return for appropriate payment.

XV. Environmental protection, Safety and Health (ESH)

1. The Supplier shall comply with the applicable ESH requirements during realisation of supplies or the performance of services.
2. In case that the goods show dangerous properties according to the directive 67/548 EEC, Supplier shall be obliged to put the danger labels in place. Prior to the first delivery the Supplier shall provide the Purchaser with a material Safety Data Sheet (MSDS) according to the EC directive 91/155/EC. In case of any changes to the MSDS, an updated MSDS that highlights the changes shall be provided to the relevant purchasing department of the Purchaser by Supplier. On request, Supplier shall provide the Purchaser with any additional information necessary to guarantee appropriate ESH measures. Radioactive substances shall be declared in advance. The Supplier shall comply with any legal requirements related to dangerous substances including the European Dangerous Goods Transport Requirements (ADR). In this respect, Supplier shall pay attention to the fact that labelling according to ADR can deviate from the hazardous substances labelling according to directive 67/548/EEC and that the respective dangerous good labels are in place.

XVI. Declaration of conformity (CE) and radiation safety

In case that the consignee of the goods is located in the EC, the delivered goods or equipment shall show a declaration of conformity (CE). On demand of the Purchaser, Supplier shall provide the CE-certificate of the goods or the equipment to the Purchaser. In case that any laws or regulations regarding to radiation safety requirements apply to the goods, the Supplier shall provide the Purchaser with the whole set of information necessary to obtain the respective radiation safety permits immediately after conclusion of the order.

XVIII. Additional provisions

Where points arise that are not covered by these General Conditions or the Purchaser's purchase order, the provisions of German Civil Code shall apply. If any provision of these General Conditions of Purchase is held to be, completely or partially, invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect.

XIX. Venue, Applicable law

If the Supplier is listed in a commercial register, the venue shall be Dresden.

German Civil Code shall apply.

The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.