



**General Purchasing Terms and Conditions of eno energy systems GmbH
and eno energy GmbH (eno)**

1. Scope of validity

The following General Purchasing Terms and Conditions, in each case in their currently applicable wording, represent the exclusive basis for all business relationships between eno and the Supplier, insofar as and to the extent to which the parties have not agreed otherwise in an individual case.

Any deviating terms and conditions of business are herewith excluded, irrespective of whether they are known to eno, unless eno has expressly consented to the validity of such terms and conditions in writing.

In case of any contradiction between a contract and these General Purchasing Terms and Conditions, the provisions of the contract shall prevail.

2. Orders and contracts

- a) eno remains bound to orders issued to the Supplier for a period of 14 days. If the Supplier fails to return a written order confirmation including specification of the full order data within this period, for which purpose notification by fax or e-mail shall also suffice, eno is entitled to cancel the order by written notification.
- b) In case of orders for series-manufactured products, eno will inform the Supplier in advance and in writing as to the expected demand for a period to be agreed, so that the Supplier can plan his production capacities accordingly. The Supplier is to reply to eno in writing within 14 days after receipt of the advance information to indicate whether this demand can be met. The demand forecast submitted by eno is non-binding and does not represent an order.
- c) eno is entitled to modify the order data of a particular delivery (order number, article number, delivery quantity, delivery time and delivery address) at any time by way of written notification at least 30 days before the agreed delivery date. The same applies to the modification of product specifications, insofar as this can be realised without significant loss of time within the framework of the Supplier's production process. Where such modifications result in delivery delays, the original delivery date is deferred accordingly.
- d) eno is entitled to withdraw from a contract at any time by way of written declaration with specification of the relevant grounds, insofar as the products ordered can no longer be used due to circumstances which arise after conclusion of the contract. In this case, the Supplier is to receive remuneration for any proven partial performance of the contract, unless he is able to dispose of this partial performance otherwise. Property rights in the partial performance are reserved exclusively to eno.

3. Prices, terms of payment, contents of invoices

- a) The price specified in the order is binding. Retrospective changes are subject to the consent of eno. Price increases must be acknowledged expressly and in writing by eno. No surcharges can be charged for reduced quantities.
- b) Unless agreed otherwise in writing, the price includes the costs of delivery and transport to the delivery address specified in the order, as well as packaging costs and the costs of necessary insurance (in respect of theft, breakage, transport, fire and water damage and other insurable risks). Upon request from eno, the Supplier is to take back the packaging at his own expense.
- c) Unless agreed otherwise, payment is to be effected within 45 days after receipt of the invoice.
- d) The order number, article number, delivery quantity, delivery time and delivery address must be specified on all order confirmations, delivery papers and invoices. If one or more of these items is missing, and if processing is thereby delayed within the normal course of business, the period for payment specified under c) above is extended for the period of the delay.

4. Terms of delivery and transfer of risk

- a) Delivery dates are only binding if agreed in writing. In case of doubt, the delivery dates specified in the order shall apply. Premature deliveries are only permissible after prior confirmation by eno.
- b) The Supplier is obliged to inform eno without delay, either verbally or in writing, if any circumstances under which the delivery date cannot be met either arise or become apparent.
- c) If the latest date for delivery can be determined from specifications of the contract, then the Supplier is automatically deemed to be in default upon expiry of this date, without this requiring an explicit notice or reminder.
- d) In case of delayed delivery, eno is entitled to exercise all statutory rights without restriction, including the right of withdrawal and claims to compensatory damages in lieu of performance after futile expiry of a reasonable grace period.
- e) In case of delayed delivery, eno is entitled to demand flat-rate compensation amounting to 0.5% per calendar week for each week or part-week of the delay, but no more than 5% of the order value concerned. eno nevertheless remains free to provide proof of greater damage.
- f) The acceptance of a delayed delivery does not constitute the waiving of any already accrued claims to compensation.
- g) The Supplier is only entitled to perform partial deliveries with the written consent of eno.
- h) Irrespective of whether shipment was agreed, risk does not pass to eno until the goods are handed over at the agreed delivery address and there accepted by eno / subjected to an incoming goods inspection.
- i) The Supplier is to ensure that a clearly assignable delivery note including specification of the full order data in accordance with 2. c) above is enclosed with each shipment.

5. Reservation of title

- a) All drawings, illustrations, calculations, descriptions and other documents made available by eno remain the property of eno, wherein all intellectual property rights associated with these documents are similarly retained. The Supplier is not permitted to make these documents available or known to third parties, nor to allow or enable the use or copying of the documents, whether by the Supplier himself or by third parties, without the express consent of eno. Upon request from eno, he is to return the documents and any copies thereof in full if they are no longer required in the normal course of business or else negotiations did not lead to conclusion of a contract.
- b) Reservations of title on the part of the Supplier are valid only insofar as they refer to payment obligations in respect of the products to which the Supplier reserves title. Extended or prolonged reservations of title, in particular, are not permissible.

6. Quality assurance

- a) The Supplier is responsible to the fullest extent for observance of the agreed product quality. It is the duty of the Supplier to provide for unconditional product quality assurance, including regular and comprehensive testing of the products.
- b) The Supplier warrants that the products are free of defects and conformant with the agreed specifications. He expressly warrants the proper functioning of the products.
- c) All deliveries are to be conformant in terms of both quantity and quality with the agreed terms and conditions, the purpose of the contract, the national and international standards and known supplier standards valid at the time of delivery, the latest state of the art and the accident prevention regulations of the responsible health and safety inspectorate, relevant authorities and industry associations, as well as the statutory regulations pertaining to environmental protection and safety.
- d) The Supplier is obliged to declare the use of any safety-relevant substances or materials. Corresponding safety data sheets are to be handed over within the framework of an initial sample/initial delivery and updated constantly, as appropriate.
- e) Failure to observe any of the aforementioned stipulations is deemed a defect in the product, with consequences are described below.

7. Product acceptance

eno is to check the delivered goods for evident defects within the framework of an incoming goods inspection. Any defects found are to be notified to the Supplier without delay according to the provisions of Section 8 below. Referring to Section 8 of these General Purchasing Terms and Conditions, no further inspection obligations as per § 377 of the German Commercial Code (HGB) shall apply.

8. Notification of defects

eno is to notify the Supplier without delay of any evident defects in the delivered goods, in particular the delivery of evidently incorrect goods or deviating quantities, which can be determined without further examination. Defects which can only be determined after examination of the goods are to be notified within a period of two weeks after delivery, any other defects without delay following discovery.

9. Warranty

- a) In case of defects, eno is entitled to exercise all statutory rights without restriction. In deviation from the statutory provisions, however, the period of warranty is to be 36 months. The period of warranty commences upon acceptance of the goods or the completion of incoming goods inspection in accordance with Sections 7 and 8 above.
- b) The limitation period for warranty claims is suspended upon delivery of a written notice of defect to the Supplier. The warranty period for replaced or reworked parts recommences upon replacement delivery and rectification of the defect.
- c) In urgent cases (e.g. imminent risk of irreparable damage), eno is entitled to rectify the defect itself and to invoice the Supplier for the incurred expense. The prerequisite here is that eno has notified the Supplier of the urgency by e-mail or telephone and has granted a period of 24 hours after receipt of the notification for objection.
- d) If a defect is only discovered during later machining or further processing, eno is entitled to demand further compensation for the costs of reworking, sorting, material scrapping, etc.
- e) In all cases, eno is entitled to return defective goods at the Supplier's expense after prior written notification and to request inspection by the Supplier. The Supplier is to inspect the returned goods at his own expense and subsequently to notify eno of the results of this inspection in writing. Otherwise, the complaint is deemed to be acknowledged. The scope, depth and duration of the inspection are to be agreed beforehand with eno. If the Supplier is not willing or in a position to perform own inspections, he must notify this fact without delay after announcement of the return of goods. In this case, eno is entitled to commission a third party to inspect the goods. The incurred costs are to be borne by the Supplier.

10. Liability

- a) The Supplier is liable in accordance with the statutory provisions. He is liable in particular for all damage, including consequential damage (e.g. loss of profit, production downtime), which eno suffers due to a delivery or service which is not conformant with the contract, insofar as this damage is attributable to the Supplier or his agents.
- b) The Supplier is responsible for all claims asserted by third parties on grounds of personal injury or material damage attributable to a defective product delivered by the Supplier and is obliged to indemnify eno in respect of all liability arising in connection with such claims.

11. Property rights

- a) The Supplier warrants that no property rights held by third parties are infringed in connection with his delivery.
- b) The Supplier is obliged to indemnify eno in respect of all claims asserted by third parties regarding an infringement of industrial property rights in violation of a) above and is to reimburse eno for all necessary expense incurred in connection with the assertion of such claims. This entitlement exists independently of blame on the part of the Supplier.

12. Confidentiality

- a) The Supplier is obliged to maintain confidentiality with regard to the terms of an order and all information and documents made available for this purpose (with the exception of publicly accessible information) and is to use such information solely to perform the order. Upon request by eno, he will return all information without delay after processing of an enquiry or completion of the order. This obligation to maintain confidentiality remains applicable for a period of 5 years after the end of the contractual relationship.
- b) The Supplier is not permitted to refer to a business relationship with eno in advertising materials, brochures, etc. nor to exhibit products manufactured exclusively for delivery to eno without the written consent of eno.

13. Assignment, offsetting of claims

The Supplier is not entitled to assign claims against eno to third parties. This does not apply in respect of money claims.

The offsetting of claims is permitted exclusively where the claims concerned are recognised or legally final.

14. Written form

Orders, modifications to orders and all other contractual agreements are valid only if executed in writing. This applies also to an agreement to waive requirement of the written form.

15. Applicable law, severability, place of jurisdiction

- a) Contracts and orders shall be subject to German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, also where the Supplier has his place of business or residence abroad.
- b) The German language is to be used for all documents and all correspondence exchanged between eno and the Supplier.
- c) If individual provisions of these General Purchasing Terms and Conditions are found to be invalid or ineffective, whether as a whole or in part, this shall not affect the validity and effectiveness of all other provisions of these General Purchasing Terms and Conditions. The invalid or ineffective provision is to be replaced with the valid and effective provision which comes closest to the economic purpose intended by the parties to the contract. The same applies to any gaps in these general terms and conditions.

- d) The place of jurisdiction for all disputes arising from and in connection with the business relationship between eno and the Supplier is Rostock.

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