



General Conditions of Purchase

I. Basic Conditions

The privity of contract between the supplier and purchaser is oriented on these conditions and any agreements. Amendments and supplements must be made in writing. Other general terms of business still do not apply even when they are not explicitly contradicted in individual cases.

II. Ordering and Conclusion of Contract

1. Delivery contracts (ordering and acceptance) and delivery schedules, and any amendments and supplements to them, must be made in writing. Delivery schedules can also be made through data telecommunication.

2. If the supplier does not accept the order within one week of receipt, the purchaser is entitled to cancel it. Delivery schedules become binding, at the latest, when the supplier does not contradict the dates within two weeks of receipt of the order.

3. The purchaser can request modifications in respect of the design and construction of the delivery item if considered reasonable for the supplier. The consequences, particularly in respect of extra and reduced costs, as well as the delivery schedule, must be mutually agreed upon.

4. Drawings, plans and other documents which belong to the order remain the property of the purchaser who reserves all copyrights for these documents. If the supplier does not accept the proposals from the purchaser within the time limits stipulated in Section II Part 2., the documents must be returned to the purchaser immediately.

III. Pricing and Payment

1. Payment will be made according to individual agreements. On accepting a delivery made too early, payment remains due in accordance with the delivery date agreed on. Where no other deviating, written agreement has been made with the supplier, the purchaser is obliged to pay within 14 working days, beginning on the date of delivery of the goods, with 3% discount or within 30 days net.

2. In the case of a defective delivery, the purchaser is entitled to withhold a proportionate value of the payment until the contract is fulfilled properly.

3. The supplier is not entitled to assign outstanding requirements from the purchaser or allow third-parties to become involved without written agreement from the purchaser, who may not object without good reason. Agreement is considered granted on submission of the required retention of title.

4. The purchaser must inform the supplier in writing of any deficiencies in the delivery as soon as they are detected during the normal course of business. In this way, the supplier dispenses with the objection of delayed notice of defects.

IV. Obligations to Secrecy

1. The contractual partners are obliged to treat all business and technical details which become known to them during the business relationship and that are not public knowledge as trade secrets.

2. Drawings, models, templates, samples and similar items must not be handed to third-parties or made otherwise accessible but used solely for the purpose of the respective contract between the supplier and purchaser, and not for other purposes by the supplier. The duplication of such items is only permissible within the scope of the requirements for this supply relationship and copyright provisions.

3. Subcontractors are obliged accordingly.

4. The contractual partners may only advertise the business relationship following prior receipt of written approval.

V. Delivery Dates and Schedules, Place of Fulfilment and Transfer of Risks

1. Dates and deadlines agreed on are binding. The decisive factor with regard to maintaining the delivery date or delivery deadline is the receipt of the goods by the purchaser.

2. If the supplier delivers late, the purchaser has rights to assert legal claims. If the purchaser asserts claims for compensation, the supplier is entitled to submit proof that he is not responsible for the violation of obligation.

VI. Acts of God

Acts of God, labour disputes and civil unrest exempt the contractual partners from their obligations for the duration of the trouble and within the scope of their effects.

VII. Quality and Documentation

1. The work completed by the supplier must comply with the latest accepted technical regulations, safety regulations and technical data agreed upon.

2. The supplier must include the corresponding information in the offer to the purchaser in respect of materials which, due to laws, directives or other provisions and their effects on the environment, require special treatment with regard to packaging, transport, storage, handling and disposal.

3. The supplier has been informed that the purchaser produces hydraulic components and safety valves. Therefore, the supplier will subject all the delivery items to a quality control (incoming goods test) according to the respective requirements, particularly in respect of safety in vehicle and machine construction. The contractual partners will inform each other of possibilities for quality improvement.

VIII. Warranty

1. The warranty is valid for a period of 24 months following delivery to the purchaser.

2. The purchaser is entitled to claim compensation in the form of a replacement or repair or a reduction of the purchase price, as so desired, or to withdraw from the contract in whole or in part (rethibitory action) in respect of defects in the delivery or work performed regardless of the other rights of claim to which he is entitled according to legal regulations.

3. If, as a result of the defect delivery, an incoming goods test beyond the scope of the standard test is necessary, the supplier is obliged to pay the costs.

4. In cases of urgency, particularly to prevent immanent danger or excess damage, the purchaser is authorised to clear the defect detected himself.

5. If the same goods are repeatedly supplied with defects, the purchaser is entitled to terminate the contract after submitting a warning in writing and receipt of another defect delivery also for the failure to fulfil the scope of delivery.

IX. Liability

1. In the event that claims are asserted by a customer or third-party in respect of the purchaser, particularly with regard to product liability, the supplier is obliged to exempt the purchaser from such claims where, and to the extent that, the damage is due to a fault caused by a product delivered by the supplier.

2. The supplier assumes all costs and expenses in such cases, including the costs of any legal or callback actions. Otherwise, legal provisions apply.

X. Industrial Property Rights

1. The supplier is liable for claims related to violation of industrial property rights and industrial property right applications following use of the delivery items in compliance with the contract.

2. The supplier exempts the purchaser and his customers from all claims related to the implementation of such industrial property rights.

3. This does not apply when the supplier has produced the delivery items according to the drawings, models or other similar descriptions submitted by the purchaser or information provided by the purchaser and did not know or did not need to know, with regard to the products developed by him, that industrial property rights would be violated.

4. Where the supplier is not liable in accordance with Part 3, the purchaser exempts him from all claims from third-parties.

5. The contractual partners are obliged to inform each other immediately where risks of violation or alleged cases of violation become known and provide the opportunity to mutually counter the corresponding claims.

6. Following a request, the supplier will inform the purchaser of the use of published and unpublished internal company and licensed industrial property rights and industrial property right applications related to the delivery item.

XI. General Provisions

1. If one of the contractual partners ceases payment or bankruptcy proceedings are initiated regarding his assets or legal or an amicable settlement is applied for, the other party is entitled to withdraw from the part of the contract not fulfilled.

2. If one of the provisions in these conditions and other agreements met becomes ineffective, the validity of the remainder of the contract is not affected. The contractual partners are obliged to replace an ineffective provision by one that reflects as closely as possible its economic intent.

3. The relationship between the contractual partners is governed exclusively by German law.

4. The place of jurisdiction is the head office of the purchaser.

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