



## General Conditions of Purchase of Bürkle GmbH

### 1. Exclusivity – scope of these Conditions

Our purchase orders to all vendors are based exclusively on these General Conditions of Purchase. Our General Conditions of Purchase shall apply to all future transactions with the vendor. Our General Conditions of Purchase have exclusive applicability; contradictory conditions of the vendor or conditions of the vendor deviating from our General Conditions of Purchase shall not be accepted unless we have expressly agreed to their applicability in writing.

### 2. Quotation documents

We expressly retain all property rights and copyrights to illustrations, drawings, calculations and other documents submitted by us to the vendor; they are to be used exclusively for the processing of our order; after processing of our order, all documents shall be returned to us.

### 3. Confidentiality

The vendor is obliged to treat all information received from us within the context of the business relationship with the strictest confidentiality. This applies in particular to

- All information (name, company name, address, orders, etc.) about our customers, and
- The documents mentioned in Clause 2 above.

This shall not apply in cases where this information is already known to the vendor from other sources or is generally accessible.

In the event of a negligent or intentional infringement of this confidentiality obligation by the vendor we may – depending on the severity of the infringement – impose a contractual penalty of up to EUR 50,000.00.

### 4. Prices – Terms of payment

The price shown in the purchase order shall be binding.

In line with the stipulations in our purchase orders, only invoices bearing our purchase order number can be processed for payment.

We pay the purchase price within a period of 14 days of delivery and receipt of an invoice complying with the above requirements with 3% discount, within 30 days of this date net.

We reserve our statutory rights of offsetting and retention.

### 5. Delivery times

The punctuality of the delivery is of crucial importance for us. We also have delivery period obligations towards our customers. The delivery date indicated in our purchase order is therefore binding.

The vendor shall be obliged to notify us in writing without delay should it become apparent that an agreed delivery date cannot be kept.

If the vendor is in default with delivery, we shall be entitled to impose a contractual penalty of 0.2% of the order value (net) per day of the default. The contractual penalty shall not exceed 5% of the order value.

### 6. Delivery conditions - Transfer of risk

The delivery to the place of business of Bürkle GmbH or a different destination named by Bürkle GmbH (e.g. address of an associated company or end customer) including proper unloading must be carried out by you (obligation to provide). You are obliged to complete a



transport insurance policy for your delivery at your own expense. The risk of accidental loss is passed on to us after transfer to us.

## 7. Vendor liability – Warranty for defects – Indemnity

The contractual claims of defects and the other contractual or non-contractual liability of the vendor shall be in line with the statutory provisions, unless otherwise provided for in these General Terms and Conditions (for example in Clause. 9). By way of clarification, our rights and claims derived from the previous sentence are neither explicitly nor implicitly excluded or restricted. This applies especially in the case of the vendor's warranty or liability due to the rights of third parties (including also the case of rights of third parties that only exist or can only be claimed in countries other than the Federal Republic of Germany). Claims of defects shall become statute-barred three (3) years after the passage of risk (delivery to us – cf. Clause 6), unless the statutory provisions provide for a longer period of limitation. If claims of damages are made against us by third parties, the vendor shall be obliged to indemnify us to the extent that the cause of this breach of contract or damage lies in the vendor's sphere of control or organisation and for this reason the vendor may be subject to a claim vis-à-vis the third party.

## 8. Liability of Bürkle GmbH

Our liability for damages arising out of a simple or slightly negligent infringement of an obligation or simple or slightly negligent tort shall be excluded unless

- cardinal obligations have been infringed whose observance is necessary in order to achieve the purpose of the contract, or which arise out of a justified reliance on particular trust; or
- the claims are for an impairment to the life, body or health caused by a negligent infringement of an obligation.

## 9. Use of conflict raw materials by suppliers and their sub-suppliers

The supplier is obligated to pay heed to section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank-Act) even if the supplier itself is not directly liable as defined by section 1502 of the Dodd-Frank Act. If the products delivered to us by the supplier contain conflict raw materials as defined by section 1502 of the Dodd-Frank Act (currently columbite-tantalite or tantalum, cassiterite or tin, gold, wolframite or tungsten), the supplier is obligated in accordance with the provisions of section 1502 of the Dodd-Frank Act to conduct documented verification in good faith to the best of its knowledge and abilities (if necessary involving its sub-suppliers and their sub-suppliers) regarding the country of origin of the conflict raw materials included in products and to create documented verification of the country of origin. The supplier shall disclose its procedure for verifying and documenting the country of origin to us upon request and submit the documentation. We are entitled to pass on this information to consumers and users of our products to fulfil our obligations (especially in accordance with section 1502 of the Dodd-Frank Act). If the country of origin of the conflict raw materials included in products is the Democratic Republic of Congo or a country bordering it (conflict country) the supplier shall inform us immediately. A product containing a conflict raw material from a conflict country constitutes a material defect. This does not apply if we ordered the product for internal consumption or our own use (for example office materials and furniture, tools and machines).

## 10. Insurance

The vendor shall be obliged to maintain a product liability insurance with a cover of EUR 5,000,000.00 per claim and to submit a corresponding insurance policy to us.

**Bürkle GmbH**

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**11. Retention of title**

We consent to the contractual agreement on a "simple retention of title". We do not consent, however, to an agreement on a "prolonged retention of title" or "extended retention of title".

**12. Venue**

Exclusive law shall be the law of the Federal Republic of Germany. The competence of the competent German court at the registered offices of Bürkle GmbH (Freiburg im Breisgau County Court, Freiburg im Breisgau County Court District Court) shall be agreed for all disputes arising out of or in conjunction with this contract.