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Berlin, 01/07/2019

## GENERAL PURCHASE CONDITIONS

- 1) Purchase orders must be confirmed either by a written order confirmation or by returning the duly stamped and signed purchase order for acceptance. In the case of failure to confirm the order, these conditions and those resulting from the order contents will be considered as accepted once the Supplier issues the first related invoice.
- 2) Technical information (drawings, specifications, etc.) provided to the Supplier remain property of SMaBiT GmbH and need to be treated with maximum care and confidentiality. The aforesaid technical information may not be assigned to third parties or reproduced even in part without SMaBiT's explicit and written authorization.
- 3) The delivery date is mandatory and binding. In the case of any delays in delivery not justified by causes of force majeure, SMaBiT shall have the right to cancel the order without prejudice to any action or reason for compensation of damages caused. In the case of unapproved anticipated delivery, SMaBiT reserves the right to return the goods at the Supplier's expense or to retain these, the terms of payment to run from the date of delivery contemplated in the order. SMaBiT shall have the right to modify the quantity of delivery lots up to 30 days prior to the required delivery date.
- 4) Delivery of materials must be restricted to the quantity ordered. Excess quantities will not be accepted unless authorized. The order number and SMaBiT's item numbers must always be indicated in any references and on the good's delivery notes. The material shall not be considered as delivered and accepted until it has been declared as accepted by SMaBiT's incoming inspection. The Supplier shall be responsible for prompt withdrawal of any rejected material at his expense. In the case of a rejection or differences in quantity, SMaBiT will issue a corresponding debit note in the Supplier's name. Any replacements and/or reinstatements must be re-invoiced by you.
- 5) The prices are firm and invariable until order has been fulfilled.
- 6) In carrying out the entrusted work, the Supplier undertakes to fully comply with applicable contractual and legal provisions.
- 7) Except explicitly agreed differently, any disputes shall be deferred to the Court of Berlin with German laws being applied.