

1. Scope

- 1.1. These terms and conditions apply to all legal transactions between companies of the KLEiN-Group (hereafter termed KLEiN) and their respective business partners (hereafter termed partners) in the context of regular business operations.

The companies of the KLEiN-Group consist of the following subsidiaries:

KLEiN Umformtechnik GmbH	KLEiN GmbH & Co. KG Umformtechnik Sachsen	esb KLEiN Umformtechnik GmbH & Co. KG	Alfred Klein Grundbesitzverwaltung GmbH & Co. KG
Waldstraße 65 D-57250 Netphen-Deuz	Bergener Ring 20 D-01458 Ottendorf-Okrilla	Bergener Ring 20 D-01458 Ottendorf-Okrilla	Waldstraße 65 D-57250 Netphen-Deuz

- 1.2. Partners can be the following: companies, legal persons / public offices and institutional funds.
- 1.3. The general terms and conditions of the partners, especially sales and delivery conditions, are not part of the contract. We generally reject the inclusion of such conditions, even in the case of unconditional / unreserved acceptance of a partner's order confirmations and deliveries.
- 1.4. These terms and conditions of purchase apply to all future contracts between KLEiN and our partners.
- 1.5. Contradictory terms do not affect the contract formation between KLEiN and the respective partners, if both parties have agreed on all essential aspects of the contract. In this case, legal regulations and congruent arrangements of the mutual business relationship have precedence.
- 1.6. If the terms and conditions of purchase are provided in a different language, the German language version solely applies.

2. General terms

- 2.1. KLEiN and partners will confirm verbal agreements in written form as soon as possible. Insofar as these conditions intend or require fixation in written form, accordance with §126 b BGB is sufficient to observe the requirements of written form.
- 2.2. In the case of insolvency proceedings against the partners assets, KLEiN is eligible to immediate termination of the contract without prior notice.
- 2.3. In case fulfillment of the contract by the partner has not succeeded despite reasonable repeated setting of deadlines (§ 323 BGB / § 636 BGB), KLEiN is eligible to immediate termination without prior notice.
- 2.4. Unless otherwise agreed upon, loading and unloading times are between
- 2.4.1. 7.00 am & 4.00 pm from Monday through Thursday and 7.00 am & 2.30 pm on Fridays at our production site in Netphen-Deuz
- 2.4.2. 7.00 am & 3.00 pm from Monday through Friday at our production site in Ottendorf-Okrilla

3. Quotes / orders

- 3.1. Quotes and estimates generated by our partners are free of charge. Other services rendered by our partners in this context will not be charged and paid for, unless explicitly agreed upon beforehand.
- 3.2. Our partners are liable to indicate any errors und ambiguities in orders in writing.
- 3.3. Fulfillment of the order implies acceptance of these general terms and conditions.
- 3.4. Call-offs relating to delivery schedules can be transferred digitally and will be considered binding, if the partner does not contradict within 2 days after transmission.
- 3.5. Within reasonable limits, KLEiN can request changes of services and goods from the partner. The resulting consequences have to be adequately accomodated.
- 3.6. During the selection process, a high level of energy efficiency of products, institutions and services is of decisive importance for the awarding of contracts.

4. Confidentialialty / NDA

- 4.1. All partners agree to employ any and all knowlege, documents, parts, models and electronic data exclusively for the fulfillment of the mutual goals of the business relationship, and to protect those with the same care and discretion from third parties as their own, if the other partners has labeled them as confidential or has an obvious interest in confidentiality.
- 4.2. This obligation is valid from the first receipt of the documents or knowledge and ends 36 months after the business relationship has ended.
- 4.3. This obligation does not extend to knowledge and documents that are commonly known, or were already known to the partner at the moment of transmission, without there being any prior obligation of confidentiality, or those which have been transmitted to a third party eligible of further transmission, or those which were developed by the receving party without any use of said confidential knowledge or documents of the other partners.

- 4.4. Drawings and descriptions transmitted to partners by KLEiN remain the unalienable material and intellectual property of KLEiN and will be returned upon request. Partners will transfer ownership of drawings created with the help of information provided by KLEiN as soon as they are fully paid for.
- 5. Communication**
- 5.1. To guarantee efficient processing of business transactions, KLEiN maintains an IT-based DMS. Ingoing correspondence should be directed as follows:
- 5.1.1. Order confirmations from partners to KLEiN: **AB-MM@klein-ut.de**
- 5.1.2. Invoices and refunds from partners to KLEiN: **RG-MM@klein-ut.de**
- 5.1.3. Factory certificates from partners to KLEiN: **WZ-MM@klein-ut.de**
- 5.2. Please consider the following prerequisites when transmitting electronic documents:
- 5.2.1. All document types listed above need to contain the KLEiN-specific order no. (alternatively delivery schedule no. or quantity contract no. in case there is no order no.)
- 5.2.2. Email attachments will only be accepted in .pdf file format. Other file types cannot be processed.
- 5.2.3. Only one attachment per mail and one document per attachment is permitted.
- 5.2.4. The electronic addresses listed above can only be used for the respective document types.
- 5.2.5. Please address any further correspondence to the clerk responsible personally or their email addresses.
- 5.2.6. Only one order no. reference is permitted per document. Collective invoices cannot be processed.
- 5.2.7. No relevant information should be contained outside of the attached pdf-file in the email text or the subject line.
- 5.2.8. Every invoice in pdf format must contain all relevant information according to § 14 (4) and § 14 a (5) UStG.
- 5.2.9. Please do not reply to **postausgang@klein-ut.de**, as this address is not monitored.
- 6. Sample parts & tools / production means**
- 6.1. If nothing else has been agreed upon, the production cost for sample parts and production means (tools, forms, stencils etc.) will be charged separately from the delivered parts. This includes means of production that have to be replaced due to wear and tear.
- 6.2. Maintenance cost, adequate storage and risk of damage or destruction lies with the partner. Appropriate insurance is also provided by the partner without separate request.
- 6.3. Partners agree to store tools, forms etc. for 3 years after the last delivery to KLEiN. After this, written notice will be given to KLEiN to decide about its further use within 6 weeks. The storage obligation ends if there is no response or new order within those 6 weeks.
- 6.4. Customer-specific production means may only be used for delivery to third parties with prior written consent.
- 6.5. Sample parts, tools, forms, stencils etc. cannot be destroyed or made available to third parties without prior written consent, nor may they be used for any purpose other than what has previously been contractually agreed upon. The partner will label them as property of KLEiN and ensure proper storage.
- 7. Proof of origin / sales tax / export restrictions**
- 7.1. Proof of origin requested by KLEiN shall be provided immediately, with all necessary information and duly signed. In case the information provided in the proof of origin is no longer correct, the partner will inform KLEiN unprompted and without delay. This also applies to tax certificates for foreign / international and intra-community services.
- 7.2. The partner will immediately inform KLEiN, in case whole or parts of deliveries are subject to import / export restrictions under German or foreign law.
- 8. Terms of payment / assignment of claims / subrogation**
- 8.1. Aside from any individual agreements, ingoing invoices are to be paid within 30 days from receipt. In case of payment within 14 days, KLEiN has the right to apply 3% early payment discount. Individual agreements can be found in the respective order.
- 8.2. The receipt of a formal reminder is a prerequisite for late payment status.
- 8.3. In case early deliveries are accepted, the due date will depend on the previously agreed delivery date.
- 8.4. In case of delays and erroneous deliveries KLEiN is eligible to (proportionally) retain payment until proper fulfillment.

- 8.5. If it becomes obvious after conclusion of a contract, that delivery claims of KLEiN are at risk because of a lack in performance of a partner, KLEiN is eligible to refuse payment and set a deadline during which a security deposit has to be accumulated or delivery will succeed step by step against payment. In case the partner refuses or the deadline expires, KLEiN is eligible to withdraw from the contract and demand compensation.
- 8.6. If a partner submits their claims against KLEiN to a third party in contradiction to 8.6., the assignment is nevertheless effective.
- 8.7. If a partner submits their claims against KLEiN to a third party in contradiction to 8.6., the assignment is nevertheless effective. KLEiN can make payments to the partner or third party at their own discretion and with discharging effect.
- 9. Delivery / transfer of risk**
- 9.1. The delivery dates as stated in the order forms are binding. Any changes will be fixed in writing. The partner will inform KLEiN about any possible delays immediately.
- 9.2. If delays occur because of missed deadlines that have previously been agreed upon, and after a further appropriate grace period, KLEiN is eligible to reduce compensation from 1% to a maximum of 5% for every week of delay.
- 9.3. As long as nothing else has been agreed upon, all partners will make deliveries according to INCOTERMS 2020 DDP. The transfer of risk to KLEiN occurs when the goods have been entered into the storage facilities of KLEiN.
- 9.4. If fulfillment by our partners requires entering the premises of KLEiN, the house rules for external companies (accessible under www.klein-ut.de) apply and have to be accepted.
- 10. Warranty / material defects**
- 10.1. The partner must implement and execute quality control that is appropriate in type and scope. A QA-system allowing for continuous quality assessment is a requirement.
- 10.2. All products delivered to KLEiN have to conform to the most recent standard in quality and execution. Possible improvements and technical alterations have to be communicated to KLEiN.
- 10.3. Any changes to the final delivered goods and the production process may only be implemented with prior explicit approval of KLEiN.
- 10.4. Conditions defined in separate quality assurance agreements and / or partnership agreements have precedence over requirements defined in this document.
- 10.5. Deliveries of our partners have to respect the applicable legal regulations of the European Union and the FRG, or the REACH-regulations (EG No. 1907/2006), the Act on the return and environmentally friendly disposal of electrical and electronic equipment (ElektroG), as well as the Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV) as national implementation of directive 2002/95/EC(RoHS) and 2011/65/EU (RoHS of directive 2002/96/EC(WEEE) and the End-of-Life Vehicle Act as national implementation of the EU-directive 2000/52/EC in its most current version. Further laws and regulations to be taken into account will be defined in the order if necessary.
- 10.6. All changes to goods, availability, possible use and quality effectuated by legal regulations, especially REACH, will be communicated without delay by our partners, in order to coordinate adequate measures with KLEiN.
- 11. Defects / fulfillment claims**
- 11.1. As long as mercantile obligations to investigate and give notice of complaints apply, KLEiN is solely required to check goods for correct quantity, identity, externally visible damages (to packaging) and to randomly check goods for conformity of essential characteristics.
- 11.2. Obvious defects and deviations will be communicated immediately, at most within 7 work days, other defects immediately after discovery in the context of regular business proceedings. In case of major defects and misdeliveries no deadlines for notices apply.
- 11.3. Individual quality assurance agreements have precedence over the regulations outlined in this document.
- 11.4. If a partner fails to correct the indicated defects, or deliver faultless goods within an appropriately set deadline, KLEiN may correct those faults or have them corrected by a third party at the expense of the partner. Legal regulations concerning dispensability of setting a deadline because of defects, including recourse claims, are not affected by this.
- 11.5. Fulfillment claims by KLEiN, including those in view of defects, will respect legal regulations under the condition that the partner guarantees the absence of defects for the duration of the legally predefined statute of limitations. For a period of 6 months after statute of limitations are in effect, all goods will be assumed to have shown the indicated faults at or before transfer of risk, in favor of KLEiN.
- 12. Third party property rights**
- 12.1. Partners will, upon first request, release KLEiN from any claims made due to alleged violations of product liability laws, insofar as those claims refer to goods and services provided by the partner.

- 12.2. Furthermore, partners will, upon first request, release KLEiN from any claims made due to alleged infringement of property rights (patents, utility models, copyrights, trademarks etc.), provided that those claims refer to goods and services provided by the partner.
- 12.3. Third party rights to goods delivered by our partners have to be disclosed without any request.
- 12.4. Insofar as partners are legally liable towards third parties, they will release KLEiN from any potential third-party claims based on violations of property rights and bear all costs that arise in this context.
- 13. Miscellaneous claims / liability of partners**
- 13.1. In case a partner is responsible for product damage, they are obliged to release KLEiN from any third-party claims for damages to the extent that the cause lies within their area of control and organization and they are liable externally.
- 13.2. As part of this liability, partners are obliged to reimburse any expenses according to §§ 683, 670 BGB and §§ 830, 840, 426 BGB, that might result from or in connection with a recall campaign carried out by KLEiN or its customers. KLEiN will inform the partner about content and scope of the recall measures as far as possible and reasonable, and give them opportunity to comment. Other legal claims remain unaffected.
- 13.3. Partners will commit themselves to maintain product liability insurance, that is adequate in scope and amount. Further claims for damages by KLEiN remain unaffected by this.
- 14. Data security / force majeure**
- 14.1. Partners are obliged to process all data received, especially personal data, in connection with fulfillment of the contract in accordance with legal provisions. Furthermore, contractors will employ state of the art technical and organisational means to ensure data security.
- 14.2. Force majeure, labor disputes, civil unrest, institutional measures, failure to deliver by suppliers and other unforeseeable, unavoidable and serious events rescind the partners from their performance obligations for the duration of such disruptions and to the extent of their effects. Within the limits of reason, all partners are obliged to provide the required information immediately and to modify their liabilities to the best of their knowledge.
- 14.3. Partners acknowledge, that KLEiN stores data from the contractual relationship with the purpose of data processing in accordance with § 28 BDG. We reserve the right to transmit this data to third parties (i. e. insurance companies), insofar as they are required for the fulfillment of the contract.
- 15. Jurisdiction / applicable law**
- 15.1. Jurisdiction for all regular business relations between KLEiN and their partners is Siegen or the company domicile of the customer.
- 15.2. The laws of the FRG apply exclusively under exclusion of CISG.
- 15.3. If these clauses do not include any other regulations, statutory provision apply exclusively.
- 15.4. Any invalidity of individual provisions above does not affect the validity of the remaining provisions.