

Internorm Kunststofftechnik GmbH

General Terms and Conditions of Purchase

1 General

- 1.1 The terms and conditions given here are valid for all business relationships regarding the purchase of goods and services agreed between Internorm Kunststofftechnik GmbH (INTERNORM) and the SUPPLIER.
- 1.2 They shall also apply to all future business relationships between the parties. Other terms and conditions of the SUPPLIER shall not form part of the contract unless their validity is expressly agreed in writing.
- 1.3 Amendments and additions must be made in writing.

2 Quotations – documentation

- 2.1 INTERNORM shall be bound to orders for two weeks. If within these two weeks INTERNORM does not receive a different confirmation of order from the SUPPLIER, the order shall be regarded as having been accepted.
- 2.2 INTERNORM shall remain the owner of and enjoy copyright protection for any samples, drawings and other information provided in material and immaterial, also electronic, form. Said samples etc. shall not be made available to third parties without the express written consent of INTERNORM and may only be used for the production/deliveries based on the order. They must be returned after processing the order without prompting from INTERNORM.

3 Prices – terms and conditions of payment

- 3.1 The price given in the order is binding, including packaging and transport.
- 3.2 Invoices must include the INTERNORM order and part numbers.
- 3.3 Payments will be made after delivery and receipt of the invoice, with a 3% discount when paid within 14 days, net when paid within 30 days.
- 3.4 Incorrect deliveries shall entitle INTERNORM to withhold payments in proportion to the value.
- 3.5 The SUPPLIER is not entitled to assign debts arising from the contractual relationship or order their recovery by third parties.

4 Delivery time

- 4.1 The delivery time specified in the order shall be binding.
- 4.2 The SUPPLIER is obliged to provide notification in writing without delay should circumstances occur or are perceived by the SUPPLIER which mean that the delivery time cannot be met.
- 4.3 In the case of a delay in delivery, INTERNORM has the right to demand a fixed sum as compensation. That sum shall amount to 0.2% for every week of delay.

5 Incoming inspection, defects

- 5.1 The figures for quantities, dimensions, weights and quality determined by INTERNORM upon receipt shall be binding.
- 5.2 The SUPPLIER is obliged to supply products in a quality corresponding to the state of the art. The SUPPLIER shall be liable according to the statutory regulations.
- 5.3 In the case of special urgent needs, INTERNORM shall have the right to rectify or appoint others to rectify defects at the expense of the SUPPLIER.
- 5.4 Notification of defects will be made without delay after their discovery. The SUPPLIER forgoes the right to object to a delay in the notification of defects.

6 Product liability, indemnification

- 6.1 Should a claim be made against INTERNORM as a result of a product defect, the SUPPLIER undertakes to indemnify INTERNORM against all claims on first demand, including all necessary defence costs and the reimbursement of all expenses in connection with recall measures.
- 6.2 The SUPPLIER is obliged to maintain a product liability insurance with an insured sum of five million euros per instance of damage to persons/property.

7 Intellectual property rights

- 7.1 The SUPPLIER warrants that no rights of third parties are infringed in connection with deliveries from the SUPPLIER.
- 7.2 Should a claim be made against INTERNORM in this respect, then the SUPPLIER undertakes to indemnify INTERNORM against such claims on first written demand.

8 Retention of ownership

- 8.1 INTERNORM shall remain the owner of all products/tools made available. The SUPPLIER shall carry out processing or changes on behalf of INTERNORM. In the case of processing/combining, INTERNORM acquires joint ownership of the new item.
- 8.2 Products/tools made available shall be insured at the SUPPLIER's expense by the SUPPLIER for cost of replacement following fire/water damage or theft.

9 Confidentiality

- 9.1 All non-public commercial, technical or other details that become known must be treated confidentially and may not be made available to third parties without the express written consent of INTERNORM.
- 9.2 The SUPPLIER may not use the fact of the business relationship between the parties for any other purpose whatsoever without express consent.

10 Data protection

- 10.1 INTERNORM processes the name, address and contact data, including order, invoice and machine data, required to fulfil and execute contractually agreed services within the scope of the Grimme Group. Such data will be erased as soon as they are no longer needed for their designated purpose and no statutory retention periods prevent such erasure. Transmission takes place only within the scope of statutory stipulations.
- 10.2 Suitable legal precautions must be taken with third parties/subcontractors performing data protection tasks in order to guarantee the protection of data transferred.
- 10.3 Rights to information, rectification, erasure, restriction of processing and objection to processing are guaranteed even in the case of a later lapse of consent. Upon being instructed, INTERNORM shall organise the erasure, rectification or blocking requested within the scope of the statutory provisions.
- 10.4 Upon request, the SUPPLIER may receive all personal data stored free of charge. Please direct questions on this matter to:
INTERNORM Kunststofftechnik GmbH
Robert Bosch Str. 5, 49401 Damme, Germany
Tel: +49 (0)5491 9691-0
Mail: info@internorm.de

11 Applicable law, jurisdiction

- 11.1 Only the laws of the Federal Republic of Germany shall apply to all legal relationships between INTERNORM and the SUPPLIER.
- 11.2 The place of jurisdiction for all disputes arising out of the contractual relationship shall be the *Landgericht Oldenburg* (Oldenburg District Court). INTERNORM has the right to instigate legal proceedings at the registered office of the SUPPLIER.
- 11.3 Should any parts of these general terms and conditions of purchase be or become ineffective, then the remaining provisions shall not be affected.

April 2020 edition

Internorm Kunststofftechnik GmbH