

TERMS OF PURCHASE (AUGUST 2014)

The following Terms and conditions apply to any purchase of products, drawings and any auxiliary services (hereinafter collectively "Products") by Hombak Maschinen- und Anlagenbau GmbH, Bad Kreuznach, Germany ("Hombak").

1. Our orders are exclusively subject to the following terms and any additional terms set out in the order text. Other or supplemental terms by our suppliers will not apply unless we have expressly acknowledged them in writing. The acceptance of goods and the payment of invoices do not constitute acceptance of the supplier's terms. Oral agreements must be confirmed in writing for them to become effective.
 2. Agreed prices are fixed and are not subject to change. Any delivered surplus quantities will only be paid for subsequent to written consent. We will make payment within 14 days of the full receipt of goods and invoice minus 3% cash discount or within 90 days net.
 3. Packaging, transport protection and unloading are included in the price.
 4. Place of fulfillment is the delivery address we specify.
 5. You will treat our technical and commercial information of which you become aware and that is demonstrably not generally known as confidential and will not inform third parties thereof. Materials we provide may not be duplicated and must be returned on request.
 6. You will continuously monitor deadlines and will inform us immediately of any changes to them. Deliveries before the agreed deadline and the awarding of subcontracts require our written consent.
 7. In the event of a deadline or several deadlines not being met, a contractual penalty will apply to each case for every commenced week of delay amounting to 0.5% of the total price up to a maximum of 5%. The reservation of a contractual penalty will be deemed to have been effected punctually within four weeks of the day of the respective late provision of the performance.
 8. If, for reasons not imputable to us,
- delivery dates are put at risk and you do not immediately initiate recognizable measures to ensure that the deadlines be met, we may refuse the further provision of either partial or all of the deliveries without setting a grace period and effect the performance ourselves or have it effected by third parties and charge all costs incurred in this regard to you without prejudicing our legal claims. The above will also apply as soon as an application is made for insolvency proceedings on your assets or you have become insolvent.
9. You will be liable for faults for which your suppliers are responsible to the same extent as for faults for which you are yourself responsible.
 10. The retention of deliveries and performances or offsetting such against our claims will only be permissible where we have recognized claims or where claims have been determined in a legally effective manner.
 11. Claims against us may not be assigned to others.
 12. The following terms will also apply to the execution of performances on our company premises:
 - 12.1 The awarding of subcontracts requires our written consent.
 - 12.2 The gatekeeper must be informed when the premises are entered and vacated. Instructions issued by our staff in the interests of maintaining operational order and safety must be complied with when work is being carried out.
 - 12.3 You will check the condition of the items to be worked and the workplace before commencing work. We must be informed about any concerns about the proper condition before any work may be commenced.
 - 12.4 You will bear sole responsibility for the staff, auxiliary resources, materials and tools you employ. Should materials that require special identification be used for the work, please inform us of the precise material designation, hazard symbols and hazard information. You must take back any empties, waste and residues; you will be responsible for disposing of such and for doing so in observance of the legal provisions.
 - 12.5 You will conclude insurance for the time you spend on our company premises, which will cover any damage you cause or that is caused by people or companies acting on your behalf.
 13. German law applies on exclusion of the CISG. The place of jurisdiction is Bad Kreuznach.

Shipping address:

Cargo/parcels:

Sandweg 2 – 6
Gate Planiger Strasse
55543 Bad Kreuznach
Germany

Ein Unternehmen der Siempelkamp Gruppe

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