

**1. Contractual agreement – area of applicability**

- 1.1 The following general purchasing conditions regulate the contractual relationship between Taurus Europe GmbH and its suppliers.
- 1.2 Our purchasing conditions apply exclusively; we do not recognise any contradictory provisions or conditions of the supplier that diverge from our own purchasing conditions unless we have consented explicitly in writing to their validity. Our purchasing conditions also apply in the event that we accept delivery from the supplier unconditionally in the knowledge of contradictory provisions or conditions of the supplier that diverge from our own purchasing conditions.
- 1.3 All agreements reached between us and the supplier for the purpose of carrying out this contract must be made in written form.
- 1.4 Our purchasing conditions also apply to all future transactions with the supplier without requiring any explicit reference.

**2. Order**

- 2.1 We shall place orders with the supplier in writing. In exceptional cases we may also place orders verbally. If verbal orders are confirmed by us in writing, then the confirmation alone is valid with regard to the content of the order.
- 2.2 The supplier is obliged to accept our order within a period of 24 hours. The acceptance must be communicated either by e-mail to [einkauf@tauruseu.de](mailto:einkauf@tauruseu.de) or by fax to +49-22 36 / 32 71-10. An acceptance is only considered valid if it has been sent to one of these addresses. The acceptance must include our order number and confirm the ordered items in quantity and price, as well as the delivery date and place of delivery.
- 2.3 We are free to withdraw our order before receiving a written order confirmation from the supplier.

**3. Delivery, delivery dates, place of fulfilment**

- 3.1 Delivery is free of charge to our premises. (DDP)
- 3.2 The delivery date given in the order is binding.
- 3.3 We must be notified of deliveries at least 24 hours in advance to [we@tauruseu.de](mailto:we@tauruseu.de) or +49 (0) 22 36 / 32 71-15. In principle our delivery acceptance times of 8.30 a.m. to 2 p.m. must be observed.
- 3.4 The supplier is obliged to inform us immediately in writing and only to [einkauf@tauruseu.de](mailto:einkauf@tauruseu.de) or by fax to +49 (0) 22 36 / 32 71-10 if circumstances arise or become known which mean that the stipulated delivery time cannot be honoured or if there are deviations in the delivery quantity.
- 3.5 In the event of delayed delivery we are entitled to exercise our statutory rights. In particular, after the fruitless expiry of an adequate period of notice, we are entitled to demand compensation instead of the delivery and to withdraw from the contract. The assertion of further claims is expressly reserved.
- 3.6 Agreed delivery quantities must be honoured. We must be informed immediately of any deviations in the delivery quantity. If no consultation is made with Taurus Europe GmbH, we are entitled to return the entire delivery, but especially additional quantities, at the expense and risk of the supplier.
- 3.7 Partial deliveries will be accepted; the remaining quantity must be listed on the delivery note. Where quantity units, weights and sizes are concerned, the values determined by Taurus Europe GmbH upon goods receipt checking are decisive, unless evidence is provided to the contrary.

**4. Changes to delivery dates**

- 4.1 We are entitled to shorten or lengthen the delivery period stated in the order to a reasonable degree in written form, as long as this is reasonable for the supplier under consideration of our interests.

**5. Prices and payment terms**

- 5.1 Taurus Europe GmbH always purchases at the cheapest price. The supplier undertakes to pass on price reductions to Taurus Europe GmbH, even if a higher price is given in the order. The same applies to remaining quantities from partial deliveries. The price includes all services provided by the supplier including delivery to the agreed destination and packaging. Only the amount of packaging material that is required for the delivery should be used. The supplier's obligation to take back packaging material is based on legal regulations.
- 5.2 The invoice must be issued in duplicate. Sales tax should be indicated fully and separately in accordance with the legal regulations. The supplier must show our order number on the invoice. The supplier is responsible for all consequences resulting from non-compliance with these obligations unless he can prove that he is not responsible for these consequences.
- 5.3 The agreed payment terms are considered to be met upon the issuing of a bank transfer or the dispatch of a cheque – the postmark is decisive – within the payment period. Payments are due no earlier than four weeks after receipt of the goods by the buyer. Unless otherwise agreed in writing, we can pay the purchase price within 14 days of delivery and receipt of invoice at a discount of 2%, or the net price within 30 days of receipt of invoice.
- 5.4 Taurus Europe GmbH enters payment arrears only by means of dunning. § 286, paragraph 3 BGB does not apply.
- 5.5 A cash discount on the payment sum is also permitted when Taurus Europe GmbH declares the offset or if it provides only partial payment due to defects that have not yet been remedied.
- 5.6 If Taurus Europe GmbH provides payment before the handover of the goods or provision of the service, the supplier is obliged to provide security to Taurus Europe GmbH in a form of its choice or to transfer ownership of the goods to be delivered prior to the handover (chattel mortgage).

**6. Documents**

- 6.1 The supplier is obliged to indicate precisely our order number and the exact place of fulfilment on all dispatch papers (consignment notes, package labels) and delivery notes, as well as in associated correspondence; should he fail to do so, we shall not be responsible for any delays in processing.

**7. Inspection, acceptance**

- 7.1 The acceptance of deliveries and services is subject to examination for defects, in particular the inspection of correctness, completeness and suitability. We are entitled to examine the contractual item as soon as is reasonable in the normal course of business. We shall complain about any defects found immediately after discovery. Immediately is defined here as a complaint within five working days.

**8. Defects of title**

- 8.1 If the delivered good is not free from third party rights, especially copyright-related rights of use, the supplier is liable in this case if he has acted culpably. If the supplier procures the goods from a third party, he must ensure by means of a contractual agreement that he has received all copyright-related rights of use and rights of ownership. If the supplier manufactures the goods himself, he must check whether the manufacture or use infringes the copyright of any third party.
- 8.2 If the supplier culpably breaches his obligations under 8.1, and if a claim is asserted against us by a third party as a result, the supplier is obliged to indemnify us from this claim from the first written demand. This does not affect any compensation rights on our part.
- 8.3 The above indemnity obligation of the supplier refers to all expenses incurred by us or which arise necessarily in connection with the assertion of a claim by a third party.

**9. Material defects**

- 9.1 We are entitled to statutory defect claims without restriction; in any case we are entitled to demand that the supplier either repair the defect deliver a replacement, at our own choice. The right to compensation, especially compensation instead of service provision, remains expressly reserved.
- 9.2 We are entitled to repair the defect ourselves at the expense of the supplier if there is danger of default or special urgency.
- 9.3 The contractor is responsible for ensuring that less than 2% of the delivered goods have material defects. If this quota is exceeded, the contractor must provide subsequent delivery for all of the defective goods. Furthermore, an additional quantity must be delivered free of charge with the next delivery to the amount of the defect rate. If more than 8% of the goods are defective upon receipt of delivery, we are entitled to withdraw from the entire contract on which this delivery is based. The assertion of further claims is expressly reserved.
- 9.4 The statute of limitations is three years, calculated from the transfer of risk. A restriction of the rights of recourse under § 478, 479 BGB is excluded.

**10. Product liability, indemnification, liability insurance**

- 10.1 If the supplier is responsible for damage to a product, he is obliged to indemnify us from the compensation claims of third parties from the first demand, as long as the cause lies in his area of control and organisation and he is liable externally.
- 10.2 In the context of his liability for damages as defined in 10.1, the supplier is also obliged to refund any expenses under § 683, 670 BGB and under § 830, 840, 426 BGB that arise from or in connection with any recall action on our part. Other legal claims remain unaffected.
- 10.3 The supplier undertakes to take out adequate product liability insurance.

**11. Retention of title**

- 11.1 Retention of title on the part of the supplier only forms part of the contract if the ownership title expires with the payment of the price agreed for the retained goods and we are authorised to sell and process the goods further in the normal course of business. No further retention of title on the part of the supplier will be accepted.

**12. Liability**

- 12.1 Limitations on the liability of the supplier shall be disregarded; the statutory provisions apply.

**13. Offsetting right of lien**

- 13.1 The supplier is entitled to offset only in the case of legally established or undisputed claims. Any right of lien on the part of the supplier is excluded.

**14. Confidentiality, copyright**

- 14.1 The supplier is obliged to maintain strict confidentiality with regard to all documents and information received (including information provided in items, documents or software received). They may only be made accessible to those persons in the supplier's company who must necessarily be involved for the purpose of processing the delivery to us; they are also obliged to confidentiality. The confidentiality obligation also applies after completion of this contract; it expires as soon as the manufacturing knowledge contained in the documents, items and software provided has become general knowledge.
- 14.2 We reserve the right of ownership and copyright on all documents, items and software provided as well as the right to apply for commercial protective rights such as patents, samples and semiconductor protection. If these are made available to us by third parties, these rights also apply in favour of those third parties.
- 14.3 At our request the supplier must immediately and fully return to us or destroy all documents, items and software, including any copies or recordings made.
- 14.4 Products manufactured on the basis of documents designed by us, such as drawings, models and similar, or which have been manufactured according to our confidential information, with our tools, or with copies of our tools, may not be used by the supplier or offered or supplied to any third party. This also applies correspondingly to our print orders.
- 14.5 The supplier is liable for all damages incurred by us as a result of a breach of one of these obligations.

**15. Final provisions**

- 15.1 If one or more of these general purchasing conditions be invalid, this does not affect the validity of the remaining provisions.
- 15.2 The contract with the supplier is subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention. The exclusive jurisdiction is Brühl; in the event of conflicts under the jurisdiction of the district courts, Brühl District Court.
- 15.3 Taurus Europe GmbH points out that data required for processing transactions with the supplier are stored electronically. Notification is herewith provided as defined by the Data Protection Act.