

Introduction: The following terms of purchase are accepted by the supplier when he submits an offer or, for subsequent orders, accepts such an order. All of the supplier's terms of delivery – including those specified in subsequent order confirmations – become effective only if expressly confirmed in writing by Metz. All terms which deviate from those shown below and all agreements made with employees or representatives of Metz become effective only if expressly confirmed in writing by Metz.

1. Offers: in all offers, the supplier must comply precisely with the inquiry with respect to the type, quantity and quality of the goods or services to be provided. Any deviations from the inquiry must be mentioned specifically. The offer is binding for the supplier for a period of twelve weeks.

2. Order, confirmation: only a written order with a legally binding signature is valid. Oral agreements or arrangements made by telephone, email or telefax must be confirmed in writing by Metz. Each order must be confirmed in writing and without any changes by the supplier. If Metz does not receive the confirmation within two weeks after the date of the order, Metz reserves the right to cancel the order within a period of four further weeks.

3. Prices: the prices specified by the supplier in his offer may not be increased or supplemented during the handling of the order. The supplier is obligated to properly dispose of all delivered goods upon end of use at his own cost and in accordance with the legal regulations. This clause is subject to commercial use only.

4. Delivery: the delivery dates specified in the order are fixed dates. The supplier knows and understands that compliance with the specified delivery dates is essential in order to maintain production at Metz. Any delays between the acceptance of the order and the agreed delivery date that may have influence on the delivery, must be reported immediately in writing by the supplier. The supplier will do everything in his power to avoid endangering the delivery dates.

If it is nevertheless impossible to meet the agreed delivery date, Metz has the right to withdraw from the contract without previous notice, and unaffected by any further legal claims, to obtain the goods from a third party and to claim for damages for non-fulfilment of the contract. This also applies in cases of force majeure. The acceptance of a delayed delivery does not imply renunciation of these rights. Metz reserves the right to reject any deliveries received before the agreed delivery date. This has no effect on the right to claim damages for delayed delivery. If Metz obtains the goods from a third party, any resulting additional costs must be paid by the supplier.

5. Freight and packing charges, passing of risks: the prices are understood free factory of the ordering company including packing. In the case of a delay, the supplier must, if requested by Metz, carry out rush deliveries (express, courier, air freight, etc.) and must pay the additional charges. Delivery is made at the supplier's risk.

6. Dispatch note, delivery note: all shipments must include two packing slips or delivery notes with precise details of the content, the quantity, the Metz ident number and the order number. If normal shipment is supposed to take at least two days after dispatch to reach Metz, the supplier must send Metz a dispatch note containing the above information on the day of dispatch, independent of invoicing.

7. Acceptance: the ordered goods must comply with the agreed terms and with the samples approved by Metz. The supplier may make modifications only with prior written agreement by Metz.

8. Material defects: Metz may object to the type and quantity of the delivered goods within a period of four weeks after receipt. With respect to the quality, a notice of defect is regarded as submitted in due time, irrespective of any statutory regulations, if such complaint is made after detection of the defect. The same applies to the absence of warranted properties and to faulty or incomplete product descriptions and documentation. Receipts or payments are not regarded as acceptance of the delivered goods with respect to the type and quantity or the quality.

Claims for material defects fall under the statute of limitations after a period of 24 months after the delivery date, unless other periods are prescribed by law or are agreed upon in the contract, or a defect was fraudulently concealed. The liability extends to all consequential damages caused by the defect. In the case of a material defect, Metz reserves the right to return the defective goods and to demand their replacement with goods in faultless condition, to repair the defects or to have them repaired by a third party, to demand a suitable reduction in the purchase price or to withdraw partially or fully from the contract. The supplier must pay any costs resulting from such cases. Further claims are not excluded. The goods will be returned at the supplier's costs and risk.

If Metz receives claims for damages for its products which result from defects in the goods delivered by the supplier, then the supplier must assume or reimburse these costs regardless of the above mentioned statute of limitations.

9. Invoice: the invoice must be dispatched immediately after delivery of the goods. Its text must be exactly the same as the designations in the order and it must contain the order number, the order date, the quantity and the Metz ident number.

10. Terms of payment: unless otherwise agreed, invoices received by the end of a month will be paid with a discount of 3% by the 20th working day of the following month or in net within a further period of 60 days. If the invoice is received before the goods, the payment period will be calculated from the date on which the goods are received or, if the goods are received before the agreed delivery date, from the agreed delivery date.

The payments are regarded as made on the day on which the payment order is sent to the bank or the cheque is sent off by post.

11. Execution of work at Metz: persons who execute work in the Metz factory as part of the fulfilment of the supply contract are subject to the Metz working regulations. They must comply with the rules for access to plants and rooms in the factory and must follow any instructions given to them. Metz accepts no liability of any kind of accidents or damages sustained by these persons during their presence in the Metz factory, unless these resulted from deliberate or criminally negligent actions by Metz.

12. Samples and drawings: all documents made available to the supplier by Metz or provided as aids to the execution of the order, such as samples, drawings, models, tools, moulds, etc., must be returned free of charge to Metz as soon as they are no longer required for the execution of the order. They may not be used for any other purposes, copied or made available to third parties. Products manufactured on the basis of documents drawn up by Metz (drawings, models, etc.), of tools lent by Metz or of other information from Metz may not be used by the supplier or made available by him to third parties. Metz reserves the unrestricted property rights and copyright on the documents made available to the supplier. If no order is placed, all documents provided by Metz for the offer must be returned without delay. Non-compliance with this requirement may result in claims for damages. This analogously applies to printing jobs.

13. Property rights: in accepting the order, the supplier confirms that the goods or services to be delivered do not violate any property rights of third parties. In this respect, he exempts Metz from all claims by third parties arising out of patents, registered utility models or other commercial property rights.

If the supplier owns property rights which cover the products supplied by him and produced by him for a special purpose, he permits Metz to make use of these rights, free of charge, to the extent of the supplied products.

14. Safety: the goods to be supplied must comply with the statutory safety requirements and any additionally agreed safety requirements. In particular, they must comply with the law on equipment and product safety, the product liability law, the accident-prevention regulations and any other regulations written or recognised by the official authorities or other institutions.

15. Spare parts: the supplier must guarantee the availability of spare parts for the goods he supplies for a period of at least 10 years after the last delivery.

16. Provision of materials: the supplier must store materials provided by Metz separately, mark them as the property of Metz and insure them against fire, water damage, burglary and theft. The provided materials may be used only for the manufacture of the ordered product, and Metz becomes the co-owner of the newly manufactured product to the extent that the provided materials are used in it. If a third party attempts to access the provided materials, the supplier must inform them that these materials are the property of Metz and must inform Metz of the attempted access without delay.

17. Withdrawal: Metz reserves the right to withdraw, fully or partially, from the contract if the financial standing or the delivery capability of the supplier deteriorates to such a degree that, in the opinion of Metz, the fulfilment of the contract is endangered. The same applies if the supplier stops payments, if bankruptcy proceedings are started against him or if Metz hears of any other measures which could have a negative effect on the business relationship with Metz. If withdrawal from the contract is declared, the supplier cannot claim any damages.

18. Assignment of rights: the supplier may assign rights and responsibilities resulting from the contract to third parties only with the previous written agreement by Metz. § 354a of HGB remains unaffected by this.

19. Place of fulfillment and jurisdiction: the place of fulfillment is Zirndorf. The place of jurisdiction for all claims resulting directly or indirectly from the contract or its cancellation, regardless of the value of the claims, is Fürth/Bavaria if the supplier is a commercial company. Metz reserves the right to file a suit at the seat of the supplier or at any other responsible court. German law applies. The UN purchasing laws are excluded.

20. Miscellaneous: if any individual clause of these terms should become invalid, the remaining clauses remain unaffected. Metz reserves the right to replace invalid clauses with new clauses that come as close as possible to the intentions.