

I. General

All orders of SGD Kipfenberg GmbH (hereinafter referred to as the "Buyer") for the delivery of services (goods, services, etc.) are made exclusively on the basis of the statutory provisions applicable in the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods of 11 April 1980. Insofar as the following regulations deviate from these statutory provisions, the following regulations apply exclusively to all the aforementioned orders. Purchase contracts, contracts for labour and materials and all other contracts (hereinafter referred to as "Contracts") in which the Buyer or a company affiliated with the Buyer is involved as a buyer or recipient of a service come into effect exclusively with the inclusion of the following Terms and Conditions of Purchase. Contradictory General Terms and Conditions of the supplier shall only form part of the contract if their validity has been expressly accepted in writing by the Buyer. In accepting and/or executing the order, the supplier accepts these Terms and Conditions of Purchase. These Terms and Conditions of Purchase form an integral part of the contract. Ancillary agreements, supplements and amendments are valid only if they are agreed in writing. Conclusion of contracts is valid only in written form.

II. Place of performance, transfer of risk

The place of performance for the supplier's payment claims that result from the orders specified in Section 1 is the registered office of the Buyer. The place of performance for services which are the subject of orders specified in Section 1 is the destination for the respective service named by the Buyer, with the result that risk is transferred only on delivery of the goods to the destination in question. The regulation of Section 476 of the German Civil Code (BGB) applies to all orders specified in Section 1.

III. Pricing, payment

The prices agreed are fixed prices. They include all the costs associated with the delivery or service, irrespective of whether such costs are normal or foreseeable. If a charge is made for packaging by prior agreement, the Buyer is entitled to return this at the supplier's costs and to deduct the full amount from the invoice. Delivery shall be made free of charge to the destination specified by the Buyer, unless agreed otherwise. Unless agreed otherwise, payment by the Buyer is due within 45 days with 3% discount or net within 60 days, calculated in each case from receipt of the invoice and the goods or acceptance or completion of the service. In the case of defective delivery or performance of service, the Buyer is entitled to retain the payment to an appropriate extent until proper fulfilment, while maintaining the right to a discount. The Buyer's silence in response to a supplier invoice shall not constitute acceptance of the invoice in question, even if the supplier has expressly requested a response from the Buyer.

IV. Packaging, transport

The goods shall be protected against damage by suitable packaging approved by the Buyer and by proper transport.

V. Transport insurance

We hereby expressly refuse to cover insurance for damage or goods transport insurance through the freight company in accordance with the German Freight Forwarders' Standard Terms and Conditions (ADSp). We hereby declare ourselves to be a customer that waives/refuses insurance for all shipments of purchases, except for purchases of glass raw materials for glass manufacturing as well as heating oil and lubricants which are used to manufacture glass, but not chemicals.

VI. Quality

Flawless quality and dimensions must be verified by the supplier by means of thorough final inspections. In the case of delivery of machines in particular, it must be ensured that there is written confirmation that the machines meet EU Machinery Directive 98/37/EC, that an EU Declaration of Conformity is provided for each machine and that a CE mark is affixed to each machine.

In the case of various goods, quality control can only be carried out by the Buyer retrospectively. This fact has no effect on the rights the Buyer is entitled to on the basis of the determination of defects in quality (reduction in price, withdrawal, compensation).

VII. Retention of title

With regard to services that are the subject of orders as specified in Section 1, the Buyer accepts only a simple right of retention of the supplier in accordance with Section 449 BGB, insofar as the supplier declares to the Buyer that the service in question is subject to a right of retention.

VIII. Assignment

Assignment of any payment claims of the supplier against the Buyer that result from the orders specified in Section 1 requires the express written consent of the Buyer.

IX. Offsetting

The Buyer is entitled to offset any payment claims to which it or a company associated with it is entitled vis-à-vis the supplier against all payment claims that require fulfilment and to which the supplier is entitled vis-à-vis the Buyer. If insolvency proceedings are opened in respect of the supplier's assets or if a temporary insolvency administrator is appointed in such opening proceedings, the Buyer is entitled to offset all payment claims to which the Buyer is entitled on the basis of a service not performed in accordance with a contract vis-à-vis the supplier against all of the payment claims of the supplier vis-à-vis the Buyer; in this case, the Buyer's counterclaim shall be deemed to be due for settlement at the time that the order for measures under Section 21 of the German Insolvency Ordinance (InsO) is given. The supplier may only reserve the right to offset payment claims which are owed to the supplier and asserted against the Buyer against the supplier's payment claims insofar as the supplier's respective counterclaims are due and undisputed or have been legally established.

X. Property rights

The supplier guarantees that the Buyer may use the delivery without restriction without infringing third-party property rights (copyright, patents, utility patents, trademark protection, protection of title, commercial marking rights, etc.). If a third party pursues claims against the Buyer on the grounds of alleged infringement of such rights, the supplier shall immediately indemnify the Buyer against them and, on demand, pay appropriate advances for indemnification. If the goods ordered by the Buyer are made using information, drawings or tools provided by it, the right of disposal over such information, drawings and tools shall remain with the Buyer. The supplier undertakes to maintain the confidentiality of the information and documents of the Buyer, insofar as they are confidential, and shall oblige its employees to maintain the same confidentiality. In case of doubt, the supplier shall ask the Buyer for information about confidentiality. All documents, production equipment and tools of the Buyer shall be returned to the Buyer together with any copies made thereof without being requested to do so at the latest on completion of delivery.

XI. Tool costs, production materials

The costs of tools and equipment required for the production of the ordered goods and their maintenance and renewal shall be met by the supplier. The Buyer has the right to acquire and dispose of tools and equipment of this sort by paying the prime costs (taking account of the wear and amortisation, as applicable). Models, dies, tools and other production materials, templates and other information paid for by the Buyer or provided to the supplier may only be used for deliveries and services to third parties with the prior written consent of the Buyer.

XII. Commissioned orders

If the supplier undertakes to process goods or other items provided by the Buyer (commissioned orders), the following also applies: The supplier shall immediately inspect the commissioned order items for any transport damage, obvious material defects, incorrect delivery and incorrect quantities on receipt and shall make any complaints to the Buyer immediately. The supplier may only work with and process commissioned order items that are in perfect condition. In doing so, it shall proceed professionally and in such a way that the intended use of the commissioned order items is not compromised or put at risk by the processing work.

XIII. Liability

For complaints within the warranty period (generally 24 months; for constructions and buildings 5 years), redress may be sought from the supplier if the Buyer suffers a production shutdown both in relation to purchased goods as well as services such as commissioned orders or repairs. Exclusions of liability for production shutdowns shall only be accepted in the case of individual written agreements.

XIV. Place of jurisdiction

The place of jurisdiction for all disputes in connection with the supplier's services is Ingolstadt, insofar as the supplier is a merchant, a legal entity under public law or a special fund under public law. If, at the time that action is taken by the Buyer, the supplier does not have a general place of jurisdiction in the Federal Republic of Germany or its registered office, place of residence or usual domicile are not known, the place of jurisdiction shall be the registered office of the Buyer.

XV. Propriety and fighting corruption

The supplier must conduct its activities with honesty and propriety and meet the highest standards of business ethics. The supplier may not participate in bribery, corruption or other unethical or illegal practices, either in dealing with government officials (this includes government employees and officials of all levels, employees or officials of bodies that are controlled by the government or are in its ownership, employees or officials of international public organisations and political officers, candidates or persons who are acting in their name) or with political parties or other persons who are not in the private sector. This includes paying, giving, offering, promising or approving money or items of value to another person directly or indirectly in order to procure an unjustified or prohibited advantage. It also includes unethical business activities or agreements between the supplier and an employee of the Buyer, another company or any other person.

The supplier agrees and accepts that it shall comply with all laws and regulations in connection with the activities covered by these General Terms and Conditions of Purchase in carrying out its work and shall ensure that its affiliated companies, authorised representatives and employees also comply with them, including but not restricted to the US Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("Bribery Act"), the French Act on Transparency, Fighting Corruption and Modernisation of Economic Life ("Loi Sapin II") and all other laws and regulations that relate to applicable anti-corruption legislation and regulations.

The supplier undertakes to carry out the orders with which it is commissioned in accordance with the principles of the Code of Ethics and Conduct of the SGD Group and the Code of Conduct for Suppliers (hereinafter referred to as the "Code"). The supplier hereby confirms its acknowledgement thereof. SGD reserves the right to verify that the contents of the Code are observed by means of audits and inspections. If the supplier is not able to fulfil the principles or requirements set out in the Code or refuses to implement them, the Buyer reserves the right to terminate the order placed with the supplier in whole or in part for good cause, without giving rise to any claim for compensation.

XVI. Severability

Should a provision of this contract be or become void or invalid, this shall not affect the validity of the remaining provisions. The void or invalid provision shall be replaced by a valid regulation that comes as close as possible to its economic purpose. The same applies to any gaps.