

**Metz Aerials GmbH & Co.KG**  
76159 Karlsruhe

**Postfach 210954**  
**Tel. (0721) 5965-0**

## Conditions of Purchase

### 1. Scope of validity of the conditions

1.1 Metz only makes purchases under the conditions stipulated below. On carrying out the order the supplier shall be deemed to have accepted these conditions, even if the supplier's terms of supply are contradictory. A lack of response from Metz to the submission of contrary supplier conditions or to so-called standard conditions shall not constitute acceptance of these conditions by Metz. A lack of response from Metz to contradictory order confirmations shall also not constitute acceptance.

1.2 Any instance whereby the supplier's order confirmation deviates from an order from Metz shall be deemed a rejection of the order. If the delivery is nevertheless made it shall irrefutably constitute agreement with the Metz Conditions of Purchase.

1.3 Other stipulations, modifications and supplementary agreements are only valid if written agreement is provided by Metz.

### 2. Conclusion of contract, contractual terms

2.1 Orders from Metz shall be confirmed in writing within the period specified in the order note. Verbal orders or orders given over the telephone shall only come into effect on confirmation by Metz, which can be made in writing, by e-mail or by fax.

2.2 Quotations from the supplier shall be free of charge for Metz. Cost estimations will not be remunerated.

2.3 All tools, models, samples and drawings which Metz submits to the supplier shall remain the property of Metz and third parties may only be informed of them or use them after prior written consent.

2.4 The supplier shall undertake to treat all non-public, commercial or other information which is made known to him due to the business relationship with Metz with confidentiality. The supplier shall bind his own suppliers/ sub-contractors to confidentiality accordingly. This obligation shall continue after the business relationship has ended.

2.5 Metz is permitted to require modifications to the contractual item, even after the contract has been concluded, insofar as this is reasonable for the supplier. The effects on both contractual parties, especially with regard to increased or reduced costs and the supply deadlines, are to be taken into account appropriately when deciding whether a modification is reasonable.

### 3. Prices, payments

3.1 Prices are fixed prices including packaging to the agreed receiving point and including customs duties. Statutory VAT is included in the prices.

3.2 All invoices due are to be drawn up in euros. All invoices must be submitted to Metz in duplicate, including all related documents and data, after delivery.

3.3 Metz shall pay all existing, due invoices, minus 3% early payment discount, on the 15th or the last day of the month, depending on when the invoice was received. Invoices without the deduction of an early payment discount will be paid on the 15th or the last day of the month after next.

3.4 Metz is authorized to make payments by means of cheques and bills of exchange. In cases such as this, the early payment discount shall not be forfeited.

### 4. Dispatch, delivery schedules

4.1 Metz shall be notified of deliveries by means of a dispatch note which shall contain the type, quantity and weight of the goods. Dispatch notes, bills of lading, invoices and all correspondence must contain the Metz order number.

4.2 Delivery shall be carried out at the cost of the supplier to a location stipulated by Metz.

4.3 The supplier shall choose the mode of transport which is the most favorable for Metz.

4.4 Packaging materials shall be used in the quantities required and the supplier shall take them back free of charge in accordance with packaging directives. The place of performance for the obligation to take back is the place where the goods were handed over.

4.5 If, in exceptional cases, packaging is charged for separately Metz is permitted to return the packaging to the supplier carriage-free and be remunerated to the amount of 2/3 of the value on the invoice.

4.6 The supplier shall undertake to adhere to the agreed delivery deadlines and dates. After a period of grace has expired with no result, Metz is entitled to withdraw from the contract and to claim damages. A period of grace is not required if the supplier refuses performance finally and irrevocably or if special circumstances in accordance with Section 323 II no. 3 BGB (German Civil Code) arise which justify immediate withdrawal under consideration of mutual interests.

4.7 In the event of default, the supplier shall be liable in accordance with the legal stipulations. Any contractual penalties

agreed on shall remain unaffected by the statutory liability in the case of culpable supply default.

4.8 In the event of delivery before the due date, Metz is entitled to return the goods to the supplier. If Metz refrains from doing this the goods shall be stored at Metz until the delivery date, and the supplier shall bear the costs and the risks involved.

4.9 Force majeure and industrial disputes shall release the supplier as well as Metz from the obligations thus affected. Metz shall adjust to the new circumstances without delay, within the framework of what is reasonable. The supplier is obliged to do the same.

### 5 Notification of defects, liability for defects

5.1 The supplier shall undertake to provide the goods/ services so that they feature the contractually guaranteed properties and service life, and are not flawed by faults which negate or reduce their value or their suitability for conventional use or the use stipulated by Metz on placing the order.

5.2 In the event of a defective delivery, Metz is entitled to remedy the defects at the cost of the supplier if Metz is particularly interested in using the delivered items quickly due to the circumstances in this particular case and it is not possible for the supplier to remedy the defects because of time considerations. Before beginning to remedy the defects, Metz shall inform the supplier of this either in writing, by fax or by e-mail. In cases such as this, Metz is also entitled to make a covering purchase at the cost of the supplier.

5.3 Metz is entitled to send notifications of defects within six days after receiving the goods or, in the case of hidden defects, six days after their discovery. This also applies to processed or machined delivery items.

5.4 A warranty period of two years shall be provided. The validity of longer, statutory warranty periods shall remain unaffected.

5.5 The supplier shall release Metz from product liability claims by third parties insofar as the supplier is liable for the defect which initiated the claim.

5.6 The supplier's warranty shall also apply to parts produced by sub-contractors.

### 6. Ownership, assignment of claim

6.1 Metz shall only accept simple title retention. Extended or more extensive title retention in favor of the supplier or a third party is ruled out. The ownership of the goods shall be transferred to Metz on full payment of the relevant invoice.

6.2 The supplier may only transfer or assign its claims against Metz on prior written agreement from Metz.

6.3 Material for processing which Metz provides the supplier with within the framework of a contract shall remain the property of Metz. Combining, mixing or processing this material with other materials shall only be carried out by order of Metz so that Metz shall become the joint owner (pro rata) of the new item. Combining this material with other tangible items which are deemed principle items may only take place with prior, express, written permission from Metz. The supplier is liable to Metz for loss or damage to its property.

6.4 The supplier is only permitted to offset claims from Metz with uncontested or legally upheld receivables or exercise rights of retention.

### 7. Copyright

7.1 The supplier shall ensure that third party industrial property rights and copyrights are not breached by the delivery. The supplier shall permit Metz to use the goods supplied, including any repairs, modifications or enhancements to the goods delivered, in Germany and abroad and to release Metz from all third party claims in this connection.

7.2 Metz is entitled, at the supplier's cost, to secure permission to use the relevant delivered items/ services supplied from the entitled party.

7.3 Metz reserves the rights of ownership, copyrights and any other industrial property rights to all tender documents, illustrations, drawings, calculations, models, tools, software and hardware, samples etc.

### 8. Miscellaneous

8.1 The supplier is not authorized to use third parties to carry out the order or significant parts thereof without prior, written permission from Metz.

8.2 The place of performance is Karlsruhe.

8.3 The sole place of jurisdiction is the Metz company domicile; however Metz is entitled to take legal action at the supplier's company domicile if Metz so chooses.

8.4 These conditions are exclusively subject to the laws of the Federal Republic of Germany, to the exclusion of the CISG (The United Nations Convention on Contracts for the International Sale of Goods).