

General Purchasing Conditions

1. General – applicability

- 1.1. Our purchasing conditions have sole applicability. We do not recognize conditions of the supplier that are contradictory to or deviate from our purchasing conditions, unless we have expressly consented to their application in writing. Our purchasing conditions are also applicable if we unconditionally accept the delivery of the supplier with knowledge of conditions of the supplier that are contradictory to or deviate from our purchasing conditions.
- 1.2. All agreements, which are made between us and the supplier for the purpose of carrying out this contract, are recorded in this contract in writing.
- 1.3. The purchasing conditions of VitaCux are only in effect toward companies in accordance with §310 Abs. 4 BGB (German Civil Code).

2. Offer – offer documents

- 2.1. The supplier is obligated to accept our order within a period of 2 weeks.
- 2.2. VitaCux retains the ownership rights and copyrights to illustrations, drawings, calculation, and other documents; they may not be made accessible to third parties without the express written consent of VitaCux. They must be used only for manufacturing based on the order of VitaCux. After the handling of the order, they must be returned to us unrequested. They must be kept secret from third parties. The provisions of clause 9.4. also apply.

3. Prices – payment conditions

- 3.1. The price listed in the order is binding. In the absence of any other written agreement, the price includes delivery "free to the buyer's address" including packaging. The return of the packaging requires a separate agreement.
- 3.2. The legal value-added tax is included in the price.
- 3.3. We can only process invoices if these list the order number according to the information in the order. The supplier is responsible for all consequences of noncompliance with this obligation if he does not prove that he is not responsible.
- 3.4. If nothing else is agreed in writing, we will pay the purchase price within 14 days, calculated from time of delivery and receipt of the invoice, with 2% prompt payment discount or net within 30 days after receipt of the invoice.
- 3.5. We are entitled to rights of set-off and retention to the extent that the law provides.

4. Delivery time

- 4.1. The delivery time listed in the order is binding.
- 4.2. The supplier is obligated to immediately inform us in writing if conditions occur or are recognizable, which will result in the stipulated delivery time not being met.
- 4.3. In case of late delivery, we are entitled to the legal claims. In particular, we are entitled to demand reimbursement for damages instead of performance and withdrawal, after an appropriate additional period has elapsed without result. If we demand reimbursement for damages, the supplier has the right to prove that he is not responsible for the breach of duty.

5. Transfer of risk – documents

- 5.1. The delivery must be free to buyer's address, if not otherwise agreed in writing.
- 5.2. The supplier is obligated to precisely list our order number on all shipping papers and delivery notes; if he fails to do this, we are not responsible for delays in processing.

6. Defect investigation – liability for defects

- 6.1. We are obligated to check the goods for quality and quantity deviations within an appropriate period. A complaint is considered punctual if it is received by the supplier within a period of 5 working days, starting with the receipt of the goods or in case of hidden defects, starting with discovery.
- 6.2. We are entitled to legal claims for defects in full. We are always entitled to demand fault elimination or the delivery of a new item from the supplier, at our discretion. We especially expressly reserve the right to reimbursement of damages, especially reimbursement of damages instead of performance.
- 6.3. We are entitled at the expense of the supplier to perform the fault elimination ourselves if a delay would pose a danger or there is another reason for haste.
- 6.4. The period of limitation is 36 months, starting with the transfer of risk.

7. Product liability – release – Liability insurance protection

- 7.1. If the supplier is responsible for product damage, he is obligated to release us from damage claims of third parties at the first request to the extent that the cause lies within his area of control and organization and he is liable toward outside parties himself.
- 7.2. Within the scope of his liability for damaging events in the sense of clause 7.1., the supplier is also obligated to reimburse any expenditures in accordance with §§ 683, 670 BGB and in accordance with §§ 830, 840, 426 BGB, which result from or in conjunction with a recall by us. We will inform the supplier of the content and extent of the recall measures to be performed – to the extent that this is possible and reasonable – and give him a chance to make a statement.
- 7.3. The supplier is obligated to maintain product liability insurance with a coverage amount of € 10 million per incident of personal damage/property damage – lump sum. If we are entitled to additional claims for damages, these remain unaffected.

8. Trademark rights

- 8.1. The supplier is responsible for ensuring that no rights of third parties are violated within the Federal Republic of Germany in conjunction with his delivery.
- 8.2. If we are held liable by a third party for this, the supplier is obligated to release us from these claims at the first written request. We are not entitled to make any sort of agreements with the third party – without the consent of the supplier –, especially the conclusion of a settlement.
- 8.3. The duty of the supplier to release us from liability applies to all expenditures, which we necessarily incur from or in conjunction with being held liable by a third party.
- 8.4. The period of limitation is ten years; starting with the conclusion of the contract.

9. Retention of ownership – provision – tools – confidentiality

- 9.1. If we provide the supplier with parts, we retain ownership of these. Processing or alteration by the supplier are performed for us. If our goods that are subject to retention are processed with other objects that do not belong to us, we attain co-ownership of the new object in the ratio of the value of our object (purchase price, plus value-added tax) in comparison with the other processed objects at the time of processing.

- 9.2. If the object provided by us is mixed with other objects that do not belong to us to the extent that they cannot be separated, we attain co-ownership of the new object in the ratio of the value of the retained object (purchase price, plus value-added tax) in comparison with the other mixed objects at the time of mixing.

If the mixing takes place in a manner that makes the object of the supplier the main object, it is considered agreed that the supplier will transfer proportionate co-ownership to us. The supplier reserves the sole ownership or co-ownership for us.

- 9.3. We retain ownership of tools. The supplier is obligated to only use tools for the manufacture of the goods ordered by us. The supplier is obligated to insure the tools belonging to us against fire damage, water damage, and theft for the new value at his own expense.

At the same time, our supplier hereby assigns all damage claims from this insurance to us. We hereby accept the assignment.

The supplier is obligated, to perform any necessary maintenance and inspection work as well as all overhaul and repair work on our tools in good time at his own expense. He must inform us of any malfunctions immediately. If he culpably fails to do so, damage claims are unaffected.

- 9.4. The supplier is obligated to keep all illustrations, drawings, calculations, other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation is also in effect after the completion of this contract. It expires when and if the manufacturing knowledge contained in the forwarded illustrations, drawings, calculations and other documents are common knowledge.

- 9.5. If the security rights to which we are entitled in accordance with clause 9.1. and/or clause 9.2. exceed the purchase price of all retained goods not yet paid to us by more than 10%, VitaCux is obligated at the request of the supplier to release the security rights at our discretion.

10. Jurisdictional venue – place of performance

- 10.1. If the supplier is a businessman, the place of business of VitaCux is the jurisdictional venue. However, we are entitled to sue the supplier in the court at his place of residence.
- 10.2. If not otherwise stated in the order, the place of business of VitaCux is the place of performance.

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