

## **Standard business conditions**

(1) All sales shall take place exclusively on the following terms. Buyers' purchase conditions or any other deviating agreements shall only apply if they have been confirmed by us in writing. If buyers have announced any different conditions with the inquiry or order, such conditions shall herewith be considered contradicted.

(2) Our quotes shall be valid for 90 days, starting on the day of the quote, unless they show different terms. For repeat orders prices shall be non-binding.

(3) Your orders will be legally valid through our confirmation the content of which shall be solely decisive. Any agreements made by phone or orally as well as any agreements made with our sales representatives shall have to be in writing to be legally valid.

(4) Prices quoted are ex works, and they don't include additional costs (shipping, postage, packaging, insurance). Such additional costs are not included in part deliveries either. Prices are quoted net without the statutory value added tax.

(5) In case of late payment default interest shall be charged to the amount of the usual bank interest for current accounts. When payments are made by bills of exchange, checks or other means of payment, any expenses for discounting and collecting shall be born by customers. Checks shall only be considered as payments after they have been cashed. If buyers don't meet their payment obligations or if we become aware of any circumstances that call their credit worthiness into question, all remaining payments to be made shall be due immediately. We shall be entitled to withdraw from the contract or to demand securities or advance payments for further deliveries. Any expenses incurred for the collection of receivables shall be born by buyers.

(6) Buyers will pay for shipment expenses and bear the risks of shipping. At the time of handing the products over to the post office, railway service or shipping company, the risk shall be passed on to the buyer.

(7) Notifications of defects shall only be recognized within 14 days after receipt of goods. If it is shown that flawed goods were delivered by us, they will be replaced freight paid and free of charge, against return of the flawed goods which must be in their original state and properly packed. Any other claims on the part of the buyer shall be excluded, especially where they concern change or depreciation or compensation of any kind of damages – including any damage that did not occur on delivered items themselves, so-called indirect damage to individuals or property, through loss of production or loss of earnings.

(8) Any cancellation or change of an order that has already been accepted by us is conditioned on our written consent. Any parts that have already been produced or that are being produced as well as any items produced by us for the completion of an order shall be invoiced by us.

(9) Times of delivery shall be stated by us according to our best knowledge, under consideration of our current delivery situation and production capacities. When deliveries are not made ex stock, delivery times shall have to be agreed on individually. Our written confirmation shall always be decisive.

(10) Any delays of deliveries through circumstances over which we have no control, such as strike, fire,

shortage of raw materials or other interruptions of operations that don't allow us to complete orders we had accepted or seriously hamper our performance, shall entitle us to extend the delivery time for the duration of the delay.

**(11)** In case of call-off orders that are not claimed within 3 months we shall be entitled to insist on them being claimed immediately or to withdraw from the contract. In both cases a warning shall be required.

**(12)** Any goods delivered shall remain our property until the purchase price and other payments due from former deliveries have been paid completely. Such goods may not be pawned or given to third parties. If any delivered goods are connected with other objects the buyer shall assign his ownership or co-ownership of the new object to us at the moment of its creation. If the purchaser sells the delivered goods, he shall assign all rights including any ancillary rights at the moment of the creation of those objects to us, until all payments due to us have been made completely.

**(13)** 58119 Hagen shall be the place of performance for all liabilities under this contract. The court of law responsible for Hagen shall be the venue for any legal proceedings – including proceedings arising from bills and checks.

**(14)** The contract shall be based exclusively on German law.

**(15)** If any of the above-named provisions should be repealed by written agreement or be legally ineffective for other reasons, this shall not affect the validity of any other provisions. Such legally ineffective provisions shall be replaced by an admissible, effective provision in the sense of the interpretation of the contract.

## **Special Terms and Conditions Aviation**

**(1)** Each shipment must be accompanied by the relevant certificates.

**(2)** The supplier confirms that quada V+F® Laserschweißdraht GmbH, its customers and competent authorities have access to the production site, the production/ or quality-relevant documentation at any time for a verification of work- or product quality.

This right of access is limited to the products and documents concerning the products or contracts of quada V+F® Laserschweißdraht GmbH.

**(3)** All requirements of purchase also apply to suppliers or subcontractors.

**(4)** The supplier immediately notifies unexpected deviations, non-compliance, changes to the product and / or process, change of supplier, and / or change of production site, to quada V+F® Laserschweißdraht GmbH.

quada V+F® Laserschweißdraht GmbH reserves the right to authorize such changes or occurrences before the work may be continued.

**(5)** The supplier confirms to take suitable corrective measures if quada V+F® Laserschweißdraht GmbH

submits complaints or defect reports to him.

(6) All records (documents) relating to the manufacture, inspection or testing of the products are archived for a minimum of 10 years.

(7) The Supplier will comply with all "Global (comprehensive) Ethics Principles of the Aerospace and Defense Industry", both from the Aerospace Industries Association of America (AIA) and the AeroSpace and Defense Industries Association of Europe (ASD), visible on the following:

<http://asd-europe.org/sectors-policies/business-ethics>

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