

General Terms and Conditions of Purchase - P.E.R. Flucht- und Rettungsleitsysteme GmbH

1. General

1.1 The following General Terms and Conditions of Purchase apply to any order from P.E.R. Flucht- und Rettungsleitsysteme GmbH (hereinafter "PER") unless other conditions were agreed to explicitly and in writing. All terms and conditions which are different from or in addition to the terms and conditions of this order are hereby rejected and shall not be binding on PER. If the supplier objects to these General Terms and Conditions of Purchase, then PER may rescind the contract with the supplier. Any claims against PER shall be excluded.

1.2 With the first delivery covered by these General Terms and Conditions of Purchase, the supplier will have accepted the same conditions also for any future order.

1.3 Our purchase orders are placed in writing and are to be accepted and confirmed in writing within 2 working days.

1.4 Subcontractors may only be appointed with the express prior approval of PER.

2. Delivery time

2.1 The delivery dates or deadlines agreed upon are binding and apply to the arrival time at PER.

2.2 If the supplier foresees that he will be unable to deliver on time and/or not of the quality agreed upon, the supplier must at once notify PER in writing of the reasons for and the extent of the delay.

2.3 PER shall be entitled to reject any goods or services not delivered by the agreed date and to return such goods at the expense and risk of the supplier.

3. Prices

The prices agreed upon are ceiling prices and preclude additional charges of any kind. The supplier shall bear the additional charge for expedited dispatch in order to meet its contractual obligations. Unless otherwise agreed, quotations are free of charge.

4. Shipping and packing

4.1 Goods are shipped at the supplier's risk.

4.2 Goods must be packed with care in order to prevent damages in transit.

5. Invoicing and payment

5.1 Invoices must be VAT invoices. They must contain the Purchase Order number, article number and position and show value added tax.

5.2 Payment is subject to due delivery and invoice accuracy. A defect entitles PER to withhold payment until fulfilment of the supplier's warranty obligation.

5.3 An assignment of claims to a third party is not permissible.

6. Warranty

6.1 The supplier is responsible for ensuring that all goods and services supplied are state of the art and conform to statutory provisions, standards, regulations and guidelines issued by authorities, employers' mutual indemnity associations and professional associations.

6.2 The supplier's warranty obligation corresponds to statutory provisions. However, claims mentioned in Section 438 paragraph (1) no. 3 German Civil Code, shall be barred not according to that Section, but after 3 years. The supplier indemnifies PER from all claims made by third parties on account of defects, infringement of intellectual property rights or delivery of defective goods inasmuch as they are caused by the supplier. The supplier must ensure the existence of adequate product liability insurance.

6.3 In cases of defective delivery the supplier must, at PER's option, supply a replacement or remedy the deficiency free of charge or grant a reduction in price commensurate with the damage caused. In urgent cases PER is, after consultation with the supplier, entitled to remedy the deficiency or have the deficiency remedied or procure a suitable replacement from a third party at the supplier's expense. This also applies if the supplier is in default with the fulfilment of its warranty obligation.

6.4 If safety-relevant defects are subsequently identified on the basis of product observations, these must be reported to the client without being asked, even after the warranty period has expired.

7. Quality assurance

7.1 The Supplier has a new, state-of-the-art quality assurance system to introduce and support, and will apply this to the manufacture, delivery and performance of all PER products.

7.2 The Supplier undertakes to inform PER of any non-compliant products, processes and services, and, if necessary, to have these approved by PER. The Supplier shall ensure that parts and components can be traced to their original or authorised manufacturers or authorised dealers, in order to prevent the use of counterfeit parts.

7.3 The Supplier shall inform PER immediately in the event of any modifications to the product and/or process definition of the deliverable, and to obtain approval from PER. Independently of this, the Supplier is responsible for constantly reviewing the quality of the deliverables. A certificate of analysis shall be attached to the delivery in accordance with the applicable specification agreement. The Supplier shall maintain records of when, how and by whom the statutory characteristics of the deliverables have been examined, and to document the results of the quality tests. These records shall be subject to the statutory retention period.

7.4 The Supplier shall allow PER, its customers and the aviation and government authorities the right of access to all facilities, including subcontractors, related to the order, as well access to all relevant records, including insight the production process.

7.5 The Supplier shall ensure that the procurement documentation can be forwarded to downstream suppliers if required.

7.6 It is necessary to ensure that an existing QM certification is valid at all times and that this can be proven to PER. Where the certification has been lost, or the certification is at threat of being lost, PER must be informed.

8. Environment and hazardous substances

8.1 The Contractor shall ensure that the deliveries and services comply with the environmental protection, accident prevention and other occupational health and safety regulations, the safety regulations and all legal requirements applicable in the Federal Republic of Germany.

8.2 PER expects the Suppliers to fulfill their responsibility for environmental protection and sustainability (e.g. CSR standards) in all their activities in Germany and abroad.

8.3 For each delivery, the Contractor shall inform the Client of any special treatment and disposal requirements that are not generally known.

This includes in particular the current "REGULATION No. 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on classification, labeling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC and amending Regulation (EC) No. 1907/2006 (REACH)" as well as all relevant legal regulations of the EU and the Federal Republic of Germany.

9. Information and data

Drawings, samples, manufacturing specifications, drafts, internal data, tools, facilities etc. placed at the supplier's disposal for purposes of making a quotation or executing an order remain the property of PER. They may not be used for other purposes, copied or made available to third parties.

10. Place of fulfilment, jurisdiction and language

Unless otherwise expressly agreed, the place of fulfilment for deliveries and services is the destination specified by PER in the order; for payments it is always PER's place of business. The exclusive place of jurisdiction is Hamburg. In case of any translation of these General Terms and Conditions of Purchase into a language other than German, the German original shall always apply in case of dispute.

11. Severability

Should any provision of these General Terms and Conditions of Purchase be or become legally invalid in whole or in part the validity of the other provisions of these General Terms and Conditions of Purchase and the remainder of the provisions in question shall not be affected thereby. The same shall apply to gaps in the contract.