

General Terms and Conditions of Purchase



§ 1 Applicable Terms

(1) Supplier's acceptance of our order is expressly conditional upon Supplier's assent to all the terms and conditions herein, including any terms additional to or different from the terms herein proposed by Supplier. These General Terms and Conditions of Purchase shall supersede any provisions, terms, and conditions contained in writing Supplier may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

(2) These Terms and Conditions of Purchase shall apply to all future transactions and purchase orders between us and the Supplier. All transactions and business practices abide by our compliance guidelines as stated on our website at <https://www.graepel-na.com>

§ 2 Orders

(1) The Supplier is obliged to accept our order within 3 business days from the date of receipt of our order, unless we notify Supplier in writing within such time period that we terminate the purchase order.

(2) Supplier shall prepare invoices referencing the order number shown in our order and in accordance with the instructions stated in our order.

§ 3 Prices and Terms of payment

(1) The price shown in our order is binding and shall include the cost of all taxes, delivery to our address, and all necessary packaging. Return of packaging shall be subject to separate agreement.

(2) Unless otherwise contained in the order, we shall pay the purchase price for an order 60 days from the date we receive the invoice. If the invoice does not reference our order number, the invoice is not deemed received and we shall not be liable for any fees or costs associated with Supplier's failure to reference the order number.

Graepel North America Inc.

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✉ office@graepel-na.com

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A Graepel Company

(3) We shall be entitled to rights of set-off and retention with regard to amounts owed Supplier.



§ 4 Time of delivery

(1) The time for delivery stated in the order is binding. Supplier shall immediately notify us if delivery shall be different than as provided in the order.

(2) In the event of Supplier's delay in delivery, we shall be entitled to receive compensatory damages.

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§ 5 Delivery and Passage of Title

(1) All orders shall be delivered F.C.A. our place of business, and upon our acceptance of the order, title and risk of loss shall pass to us.

§ 6 Inspection and Defects

(1) The ordered goods shall strictly conform in all respect to the specifications we provide.

(2) We shall be obliged to inspect the goods within a reasonable time from delivery for any deviations in respect of quality and quantity; notification of defects shall be deemed to have been timely made if they are received by the Supplier within a period of 5 business days from the date the goods were received or, in the case of latent defects, from the time of our discovery. If it would be impossible to notify the Supplier of the defect and the potential damage and to set a reasonable time for the Supplier to eliminate the defect, we shall be entitled to correct the defect at your cost. The foregoing shall apply in cases of imminent danger, where the level of damage anticipated is material.

(3) Upon notification of defects, we shall have all remedies available at law or in equity including, without limitation, the right to refuse the goods, demand that the Supplier eliminate the defect or deliver new goods, and obtain compensatory damages.



§ 7 Warranty

(1) Seller warrants, represents and covenants to us as follows: (a) Seller has good and marketable title to the goods ordered and that such goods are sold free and clear of all liens, claims, security interests, and encumbrances; (b) the goods are new unless we specified otherwise in the purchase order; (c) the delivered goods will not violate, infringe upon, breach, conflict with, or constitute an unlawful, improper or wrongful use of any patent, trademark, mark or name, copyright, license, trade secret, intellectual property right or any other right or interest of any person; (d) will satisfy the specifications we have identified and shall be free from defects in material and workmanship for a period of 36 months, calculated from our acceptance of the goods; (e) the goods will be fit for the particular purpose for which they were purchased; and (f) the goods comply with all applicable laws and regulations.

(2) If any claims are made against us by a third-party involving infringement, then the Supplier shall be obliged to indemnify and hold us harmless from all expenses or costs, including attorneys' fees, related to such claims, and shall obtain the rights for us to use the goods.

§ 8 Remedies

(1) We shall have all remedies available at law or in equity upon Supplier's breach of a warranty or breach of any term of these Terms and Conditions of Purchase.

§ 9 Intellectual Property Rights

(1) We reserve our rights of ownership and copyright to images, drawings, calculations and other documents and information (collectively "Information") we provide to Supplier. Third parties may not be granted access to the Information without our express written consent. The Information is to be used exclusively for production on the basis of our order and shall be promptly returned to us.

(2) To the extent we provide parts to the Supplier, we reserve title thereto.

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(3) If our parts or property are commingled with other goods not belonging to us, then we shall acquire co-ownership of the new good and any copyrights or patents thereto.

(4) We reserve title to any tools that we provide to Suppliers. Our tools may only be used for our ordered goods. The Supplier shall be obliged to insure the tools belonging to us at Supplier's own cost and expense for their replacement value against loss by fire, water and theft, and shall name us as an additional insured and loss payee. Supplier shall pay to us all compensation paid under such insurance policies together with the amount of any deductibles, in addition to any amounts for which Supplier may be liable. The Supplier shall repair and maintain such tools in good working condition at Supplier's own expense and cost as long as Supplier has possession of the tools. The Supplier shall be solely liable for claims relating to the use of the tools while in Supplier's possession, and shall indemnify and hold us harmless from any claims relating to use of the tools including without limitation damage, injury, or death.

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§ 10 Confidentiality

(1) The Supplier shall be obliged to maintain strict confidentiality with respect to all Information provided by us, developed for us, or developed in cooperation with us (collectively "Confidential Information"). The Confidential Information may only be disclosed to third parties with our express consent. This Section shall continue until such time as the Confidential Information becomes public knowledge through no fault of Supplier.

§ 11 Governing Law and Jurisdiction

(1) These Terms and Conditions of Purchase shall be construed under and governed by the laws of the state of Nebraska. Any legal or equitable actions arising in connection with these Terms and Conditions of Purchase or the purchase order shall be brought in the state of Nebraska.

§ 12 Miscellaneous

(1) All representations and warranties contained in these Terms and Conditions of Purchase shall survive any inspection, delivery, acceptance and payment.

(2) Each provision of these Terms and Conditions of Purchase is completely severable, and the invalidity of any one or more of such provisions shall not affect the validity of the other provisions hereof.

(3) These Terms and Conditions of Purchase and the attached purchase order constitute the entire agreement between the parties and supersede all previous negotiations or agreements. These Terms and Conditions can only be modified if agreed in writing by both parties.

Version: November 5, 2020



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