

Conditions of Purchase

Germany

1. **General Conditions:** All orders placed are exclusively subject to these conditions of purchase in conjunction with Weidmüller's general conditions of delivery TLB 0001. Any other or additional condition on the part of the contractor will not become element of the contract – even if we do not contradict these in individual cases – unless we have expressed our explicit agreement in writing. Orders are accepted in writing only; requests made orally or in the course of a telephone call or any alterations to orders will only become valid when confirmed in writing.
2. **Order Confirmation:** An order confirmation shall be provided within three working days inasmuch as there is no arrangement to the contrary. Should an order confirmation not be provided within this time the order shall be deemed to have been accepted. Order confirmation should include at least price, quantity and delivery date. The supplier shall advise all details of works holidays to Weidmüller, including extra days added to/in lieu of public holidays and Weidmüller shall take these into account in planning.
3. **Invoice:** The invoice is to be submitted immediately after delivery, separate from a specific delivery note; it must not be included in the packaging of the merchandise. Invoices and delivery notes must contain: the communicated invoice address of the purchaser, the order number, the exact amount ordered, material number and exact designation, logograph of the packaging, weight and type of packaging.
4. **Payment:** Our payments are effected, unless otherwise stated, minus a 3% discount 30 days after receipt of the invoice or 60 days net after receipt of the invoice. We are only then considered to be in delay, even when the payment date is determined in accordance with a calendar, on receipt of a written reminder that the due date has passed. The interest rate for interest on arrears on default of payment is 5%, subject to proof of greater loss by the supplier or slighter loss by us.
5. **Delivery and passing of risk:** Unless otherwise stated or agreed, the delivery to us is to be made as follows:

Domestic / Interregional Shipment (Truck, Train) Transport	Sea or Air Shipment
FCA (storage location supplier)	FOB (specified location)

The same applies for direct deliveries to our subcontractors.

6. **Warranty:**
 1. The supplier is legally liable for all faults in delivery in accordance with the statutory regulations. Should a customer make a claim for damages due to faults incurred by us, which can be traced back to the faults in the merchandise delivered to us, then the supplier of this merchandise is obliged to exempt us from all legal obligations at first request. This also applies in all cases of claims being made against the purchaser by third parties based on the grounds of product liability.
 2. Written complaints are considered to be made in time when they are made within 30 days of receipt of the merchandise and within 30 days of determination of the faults if these were not immediately obvious.
 3. Payments effected by us do not imply acceptance of the merchandise being free from faults.
 4. Limitations concerning guarantee claims apply according to statutory regulations.
7. **Delivery:** Volume and times of delivery are prescribed by us, and must be adhered to exactly. Any deviation is to be reported to us upon recognition regardless of any other rights. Multiple deliveries or partial deliveries require our prior agreement in each case, which equally applies to delays in meeting delivery dates. Should the latter occur without our prior consent, we are – regardless of other rights – entitled to withdraw from the order.
8. **Dispatching of dangerous goods:** Regulations covering the transport of dangerous goods must be observed. The supplier is held liable for all damages arising due to non-observance of statutory regulations and is obliged, if claims are made, to exempt Weidmüller from all legal obligations at first request.
9. **Drawings – Tools:** Drawings and tools supplied by us or created or manufactured on our behalf remain our legal property, and may be used only as stipulated in the contract, and must not be passed on to third parties without our prior consent; they must be returned immediately when demanded by us. The contractor accepts liability for loss, damage and any case of misuse.
10. **Place of jurisdiction:** Our registered office is the place of fulfillment for both parties for all rights and obligations arising from our orders, and (for merchants) Detmold is the place of jurisdiction.
11. **Miscellaneous:** All contracts come under the jurisdiction of German Law. The Hague agreement on Uniform Sales Codes or the United Nations Convention on Uniform Law of International Sales is not admissible. If the deeds to the contract are drawn up in different languages, the German language version of the contract is applicable. An acceptance of Order from Weidmüller, or any activity by the supplier, which would lead to the fulfillment of the accepted order, shall also serve as acceptance by the supplier of Weidmüller's Terms and Conditions of Purchase.
12. **Severability:** Should an individual regulation of these conditions become invalid, this will not affect the validity of the remaining regulations or the other contracts concluded on the basis of these conditions.