



General purchasing conditions of HANS J. MICHAEL GmbH (HJM)

General conditions

- 1) For our orders only these purchase conditions shall apply.
- 2) Differing or supplementary conditions of the supplier shall not be valid, unless HJM has expressly consented to their application in writing.

Conclusion of contract

- 1) The supplier must confirm our orders in writing within 3 working days.
- 2) Our purchase number is needed for every correspondence.
- 3) Purchase changes of the supplier must be made in writing.

Price

- 1) Delivery takes place on agreed prices, exclusive of VAT.

Delivery

- 1) Unless otherwise agreed, all deliveries has to be made on cheapest way. For "Ex works" deliveries over 50 kg the supplier has to inform us about dimensions, freight weight and shipping cost asap. We will check whether a delivery with our forwarder will be cheaper.
- 2) The supplier undertakes to observe the legal transport regulations.
- 3) The transport insurance will be obtained by us to the extent we are obligated to do so pursuant to the agreed delivery terms (currently valid Incoterms).

Delivery time

- 1) The delivery dates stated in the order shall be deemed as agreed unless the supplier disagree in writing.
- 2) We must immediately be notified in writing about any delivery delays.

Delivery note

- 1) A delivery note, with indicated purchase order, must be enclosed with every shipment.
- 2) The delivery note must be attached outside of packaging.

Invoice / Payment

- 1) Invoices must be sent to us by separate letter and must state our purchase number. By agreement, invoice can be sent by e-mail.
- 2) Payments shall not signify as acknowledge ment that the delivery or service is as stipulated as in the contract and free of defects. If delivery or service is incorrect or incomplete we have the right – irrespective of our other rights - to retain payments of claims deriving from the business relationship in an appropriate scope.

The assignment of claims against us to third parties is excluded.



Warranty / Notice of defects

- 1) The supplier guarantees, delivered good meets legal guidelines and is free of defects.
- 2) HJM will notify identified defects immediately to the supplier. The supplier has the possibility of repair or replacement delivery – If not successful, the legal warranty claims will take place.

Proof of origin / Import and export restrictions / Custom

- 1) The supplier will provide the HJM asked proof of origin immediately.
- 2) The supplier will inform HJM immediately if a product is subject of export restrictions.
- 3) For deliveries or services from other EU countries than Germany the EU VAT number is needed.
- 4) Import goods must be delivered duty-paid. The supplier has to enter in course of legal regulation (EG) No. 1207 / 2001 needed explanations and information on own cost. The supplier has to allow examinations by the customs and to obtain possibly requested official certificates.

Substances in products

The supplier assures that delivered good complies with the requirements of the EU REACH chemicals directive (Directive (EC) no. 1907/2006 of 30/12/2006) in its current version, and in particular that substances have been registered. HJM is not obligated to obtain authorization for goods supplied by the supplier in the context of the REACH directive.

The supplier also assures that any delivered product do not contain materials pursuant to:

- Annex 1 to 9 of the REACH Directive in the current version
- Restriction of Hazardous Substances (RoHS) Directive (2002/95/EC) for products according to their area of use

EU regulation 765/2008 CE standard is valid.

If the supplied goods contain substances that are included in the "Candidate List of Substances of Very High Concern" ("SVHC List") as per REACH, the supplier is obligated to declare it immediately. This also applies where ongoing deliveries contain previously unlisted substances that are included in this list. The relevant up-to-date list can be viewed at <http://echa.europa.eu/web/guest/candidate-list-table>

The products must also not include any asbestos, biocide or radioactive materials.

If these substances are contained in the products supplied to HJM, we must be notified of this in writing before delivery with specification of the substance and identification number (e.g. CAS-number) and an up-to-date safety data sheet relating to the product to be supplied. The delivery of these products requires separate approval from HJM.

Copyright of third parties

- 1) The supplier is responsible that copyrights of third parties are not violated.



Secrecy

- 1) All from HJM provided information (drawings, specifications, samples a.s.o.) are property of HJM and must not be handed out to unauthorized third parties. Goods which produced on our specifications must not be sold to third parties.
- 2) The supplier has to keep all in evident commercial and technical details which they get to know from the relationship with HJM as a business secret.

Place of performance / Jurisdiction / Definite version

- 1) Place of performance is our company, 71554 Weissach i.T.
- 2) The place of jurisdiction for all disputes arising indirectly or directly from this contractual relationship is Backnang
- 3) In case of doubt, the German version shall apply.

Severability clause

If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it will be severed and deleted from this clause and the remaining terms and conditions will survive, remain in full force and effect and continue to be binding and enforceable.

- As of July 2016 -

hans j. michael gmbh

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