

trosafe® GmbH is a company of Wilhelm Lang GmbH & Co. KG, hereinafter referred to as LANGGROUP®.

I. Scope of Application

- The following General Conditions of Purchase (hereinafter referred to as „GCP“) shall apply exclusively. They are an integral part of all contracts for the delivery of goods or the performance of services – with the exception of construction work – between the Supplier and LANGGROUP (hereinafter referred to as the „Purchaser“).
- The GCP shall only apply if the Supplier is a contractor (§ 14 of the German Civil Code „BGB“), a legal entity under public law or a special fund under public law.
- The GCP in their respective version shall also apply to all future business relations, even if they are not expressly agreed upon again. Our current version of the Conditions of Purchase is available at www.trosafe.de.
- Any deviating, contradictory or supplementary general business relations of the Supplier shall only become part of the contract if and to the extent that the Purchaser has expressly agreed to their validity in writing.
- The unconditional acceptance of deliveries and services or their payment by the Purchaser does not imply any agreement to the Supplier's terms of sale. In the event of contradictions between the text of the order or the text of the documents listed in the order and the following conditions of purchase, the text of the order or the text of the documents listed in the order shall take precedence.
- Individual contractual agreements always take precedence over these conditions of purchase.

II. Order, Order Confirmation

- Our orders must be in writing, in text form or transmitted by electronic data interchange. Text form means transmission by fax, computer fax or e-mail, whereby the issuing company and the issuing person must be clearly identifiable.
- Silence on the part of the Purchaser in response to offers, requests or other statements by the Supplier shall only be deemed to constitute consent if this has been expressly agreed in writing.
- If the Supplier does not confirm the order immediately, at the latest within 5 working days after receipt without any changes, we are entitled to cancel and revoke the order free of charge. This does not affect the right of the Purchaser to specify a different binding period in the order.
- The Purchaser is entitled to demand changes with regard to design, delivery quantity and delivery time in the case of orders that have not yet been fulfilled or not yet fully fulfilled. The effects, in particular additional or reduced costs and changes in delivery dates, must be taken into account appropriately.

III. Prices, Terms of Payment, Cash Discount, Assignment of Claims, Offsetting and Right of Retention

- The price stated in the order is binding. It is understood DDP – Delivery Duty Paid (delivered, duty paid according to Incoterms 2010) to the delivery address.
The price includes all services, ancillary services and costs of the Supplier, in particular travel costs, packaging and transport costs, customs duties, levies or other costs of export and import on the basis of the contract/order and any necessary insurance (net price). The statutory value-added tax is not included in this price and must be shown separately.
Any price adjustment claims made shall only become valid upon written confirmation by the Purchaser. Silence on the part of the Purchaser shall not be deemed to constitute consent.
- The Supplier shall issue an invoice for each order in accordance with the statutory requirements. The wording of the invoice must correspond with the order designations and the order number of the Purchaser.
- Subject to invoice verification, payments shall be made within 14 days of performance, due date and receipt of invoice, less 3% discount on the net amount (invoice amount without VAT), otherwise within 60 days. The period begins on the date of receipt of the invoice. In the case of invoice corrections, the discount period shall commence from the new invoice receipt date.
- The Purchaser does not owe any interest on the due date. A written reminder from the Supplier is required.
- Assignments of claims against the Purchaser are excluded outside the scope of application of § 354 a HGB (German Commercial Code).
- The Purchaser is entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. The Purchaser is, in particular, entitled to withhold due payments as long as they are still entitled to claims against the Supplier arising from incomplete or defective performance.
- The Supplier has a right of set-off or retention only in the case of legally established or undisputed monetary claims.

IV. Delivery Time and Delay

- Agreed dates for deliveries and services are binding.
Premature deliveries or services as well as any partial delivery or partial performance require the prior written consent of the Purchaser.
- The Supplier must inform us immediately in writing if circumstances exist which endanger compliance with the delivery date owed. If, from our point of view, there is cause for concern that the delivery will not be made on time, the Supplier must immediately make a written statement to this effect and indicate the expected duration of the delay in writing.
- If the Supplier does not meet an agreed delivery or performance date, they shall be in default without a reminder. If the contract allows the date by which the service was to be provided at the latest to be determined, the Supplier shall also be in default upon expiry of this date.
- If the Supplier is in default, we shall be entitled to the statutory claims - in particular withdrawal and damages - in accordance with the statutory provisions. The provisions in the following paragraph remain unaffected.
- If the Supplier is in default, the Purchaser may, in addition to performance, claim a lump-sum contractual penalty of 2.5 percent of the net order amount for each week or part thereof, but not more than 5.0 percent of the net order amount in total. The assertion of further legal claims remains unaffected. The contractual penalty shall be set off against any claim for damages.
- The Supplier can only invoke the absence of necessary documents to be supplied by the Purchaser if they have sent a written reminder and have not received the documents within a reasonable period of time.
- If the Supplier also does not deliver or perform within a reasonable period of time determined by us for subsequent performance, we shall be entitled, after expiry of this period, to commission a third party to perform the contract and to demand compensation from the Supplier for the necessary expenses and additional costs. In addition, we shall be entitled to claim damages instead of performance.

- If delivery is made earlier than agreed, the Purchaser reserves the right to return the goods at the Supplier's expense. If no return shipment is made in the event of early delivery, the goods shall be stored at the Purchaser's premises at the Supplier's expense and risk until the agreed delivery date. In the event of early delivery, the Purchaser reserves the right not to make payment until the agreed due date.

V. Terms of Delivery Transfer of Risk Default of Acceptance Packaging

- The delivery of goods is carried out at the expense of the Supplier „free domicile“ (DDP (delivered duty paid by LANGGROUP according to Incoterms 2010)) to the destination named by the Purchaser.
- The risk of loss or deterioration shall pass to the Purchaser upon delivery at the place of performance. In the case of delivery with installation or assembly, the risk shall not pass to the Purchaser until this has been successfully completed. A formal record of the acceptance shall be made.
- The delivery must correspond to the order in execution, scope and scheduling. The Supplier's accompanying documents for the goods must contain the order number, article data and EAN code of the Purchaser on the product label, product packaging and outer packaging and must be enclosed with each delivery. If applicable, the EC safety data sheet shall be included. The Purchaser shall be entitled to return at the Supplier's expense and risk any partial or excess deliveries not agreed upon as well as deliveries made before the agreed date or to charge storage costs.
- If the Supplier is obliged to take back the packaging used in accordance with the packaging regulations or any other legal provisions, they shall bear the costs of return transport and recycling. Environmentally friendly packaging materials shall be preferred.

VI. Retention of Title

- The transfer of ownership of the goods to the Purchaser must take place unconditionally and without regard to the payment of the price.
- If the Purchaser accepts an offer of transfer of ownership by the seller, which is conditional on the payment of the purchase price, by way of an individual agreement, the reservation of title of the Supplier expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, the Purchaser shall remain authorised to resell the goods in advance of payment of the purchase price and to assign the resulting claims in advance. Any extended or expanded reservation of title by the Supplier is excluded.

VII. Liability for Defects/Notice of Defects, Limitation Period

- The Supplier guarantees in particular that the goods have the agreed quality and comply with the specifications at the time of the transfer of risk.
- In any event, those product descriptions which - in particular by designation or reference in the order from the Purchaser - are the subject of the respective contract or which have been incorporated into the contract in the same way as these conditions of purchase shall be deemed to be an agreement on quality. It makes no difference whether the product description originates from the Purchaser or the Supplier.
- The Purchaser shall inspect the performance upon delivery only with regard to obvious defects (identity, completeness and transport damage). In the case of extensive deliveries, the Purchaser reserves the right to limit itself to a random sample inspection. In all other respects, the Purchaser is released from the obligation to inspect and notify defects in accordance with § 377 HGB.
- The rights of the Purchaser are governed by the statutory provisions, unless otherwise specified.
- Unless otherwise agreed, the limitation period for claims for material defects and defects of title shall be three years from the passing of risk, in deviation from § 438 I No. 3 BGB. If acceptance has been agreed or is required by law, the limitation period shall commence upon acceptance. § 438 I No. 1 and 2 BGB and § 634a BGB remain unaffected. Longer statutory periods of limitation remain unaffected.
- The Purchaser shall be entitled to remedy a defect by way of self-remedy and to claim compensation for the expenses incurred in connection with self-remedy if a reasonable period of grace granted to the Supplier for subsequent performance has been unsuccessful.
If there is no case of § 637 BGB, a further condition is that the Supplier is responsible for the defect.
- The Supplier is obliged to pay an expense allowance of € 50,00 to the purchaser for each complaint made by the Purchaser or for defects discovered due to a justified Purchaser complaint and the associated taking back of the goods. The expense allowance shall not be offset against any claim for damages.
The Purchaser is at liberty to assert further expenses. The Supplier shall be entitled to prove that no or significantly lower expenses have been incurred. The Supplier waives the defence of continuation of the contract and is also obliged to reimburse the Purchaser for the costs of the necessary reworking and other expenses.

VIII. Insolvency of the Supplier

- In the event of the Supplier's insolvency, the Purchaser is entitled to retain a reasonable security, but at least 10% of the agreed price, until the expiry of the limitation period for warranty claims.
- The Supplier assigns their warranty claims against their Suppliers to the Purchaser. The Purchaser is entitled to disclose this assignment in the event of insolvency of the Supplier.
- In addition, the Purchaser is entitled to withdraw from the orders for the scope of delivery not yet fulfilled at that time.

IX. Export Control, Customs

- The Supplier shall be responsible for observing all foreign trade regulations applicable in connection with a delivery and in particular for obtaining all declarations, permits or required documents required under export law on its own responsibility and at its own expense and for making them available to the Purchaser if required.

The Supplier assures that the delivery items are neither listed in the export list (Annex AL to the Regulation for the Implementation of the Foreign Trade and Payments Act (Foreign Trade and Payments Regulation) nor in Annex I and/or Annex IV of Regulation (EU) No. 428/2009 (Dual-Use Regulation).

- In the case of deliveries of goods, the Supplier shall in particular provide the Purchaser with the following information in a timely and proper manner:
 - Indication of the statistical commodity code in accordance with the Harmonized System of the World Customs Organization (WCO)
 - Information on the country of origin of the goods (where applicable in accordance with the preferential agreements of the EU) and
 - All foreign trade information and documents relevant for the goods shipment (weight of goods, customs number, VAT ID);

- In the case of delivery of goods of American origin or goods with predominantly American origin, the Supplier undertakes to notify the Supplier of the Export Classification Number (ECCN) and any applicable „license regulations“ in accordance with US re-export law.
- 3. If the Supplier has obtained the services in whole or in part from third parties, they guarantee they have obtained them from safe sources which have been exported, imported or provided in compliance with and in compliance with the export regulations of the country of manufacture/shipment.
- 4. The Supplier shall bear all expenses and damages incurred by the Purchaser as a result of a breach of the above obligations, unless the Supplier is not responsible for the breach of duty.

X. Compliance with the REACH Regulation

1. Insofar as the Supplier is a Supplier within the meaning of Art. 3 No. 32 of the REACH Regulation (Regulation (EC) 1907/2006), they undertake to fulfil the obligations which affect them in relation to the delivery of the goods. In particular, in all cases of Art. 31 para. 1 to 3 REACH Regulation, they shall provide the Purchaser with a safety data sheet in accordance with Art. 31 REACH Regulation in the language of the recipient country and shall fulfil their obligation to provide information in accordance with Art. 32 REACH Regulation for substances as such and in mixtures for which no safety data sheet is required.
2. The Supplier undertakes to ensure that all substances contained in the goods are effectively registered in accordance with the relevant requirements of the REACH Regulation for the uses notified by the Purchaser, unless they are exempt from the registration obligation, and that they are authorised where necessary. This applies accordingly to substances released from articles within the meaning of Art. 7 REACH Regulation.
3. The Supplier shall inform the Purchaser without delay if components of goods delivered by the Supplier contain a substance in a concentration of more than 0.1 mass percent (w/w) which fulfils the criteria of Art. 57 and 59 REACH Regulation and/or is listed in Annex XIV of the REACH Regulation. The same applies to packaging.
4. The Supplier is obliged to indemnify the Purchaser from any liability in connection with the non-compliance of the above-mentioned regulations by the Supplier and/or to compensate the Purchaser for damages incurred by or related to the non-compliance of the regulations and guidelines by the Supplier.

XI. Quality Assurance, Environmental Protection

1. The Supplier must ensure compliance with the agreed specification by means of an effective quality assurance system (such as ISO 9000 ff. or equivalent). They must set up and maintain the quality assurance system in accordance with the latest state of the art. They shall prepare records, in particular of their quality inspection, which they shall make available to the Purchaser on request. The Supplier shall prepare and apply manufacturing documents which ensure reproducible and traceable manufacture and testing of the delivery item. The Supplier shall grant the Purchaser or third parties commissioned by the Purchaser a right of access to all equipment and associated records relating to the order.
2. In addition, they hereby consent to quality audits to assess the effectiveness of their quality assurance system by the Purchaser, their customer and the regulatory agency. Furthermore, additional quality assurance requirements listed and attached in the order shall be observed. If the Supplier discovers or suspects product defects in the delivery item or comparable products, the Supplier shall inform the Purchaser immediately.
3. Changes made by the Supplier to the delivery item or the processes necessary for its manufacture require the prior written approval of the Purchaser. The Supplier shall oblige its subcontractors to comply with the above-mentioned regulations. They must handle drawing documents that have become invalid due to changes to the order in such a way that any further use is excluded. Irrespective of special regulations, the packaging/preservation of the delivery item must be carried out at least in such a way that quality reductions in the transport route are excluded.

XII. Compliance with Regulations, Compliance, Code of Conduct, Minimum Wage, Information Duties

1. In its deliveries, the Supplier shall comply with the respective applicable legal regulations of the European Union and the Federal Republic of Germany, e.g. the German Electrical and Electronic Equipment Act (ElektroG) as national implementation of Directive 2011/65/EU and Directive 2012/19/EU.
2. Where required, the CE mark must be affixed in a clearly visible manner and the operating instructions, the declaration of conformity and the risk assessment must be supplied with the delivery.
3. The Supplier undertakes to comply with all applicable laws, regulations, directives and other legal standards with regard to the goods to be delivered or services to be provided. Furthermore, the Supplier undertakes to comply with the respective regulations on the treatment of employees, environmental protection and occupational safety and to work on reducing adverse effects on people and the environment in its activities.
4. The Supplier undertakes to comply with the provisions of the Purchaser's Code of Conduct. This is available at www.tprosafe.de and is an integral part of the contractual relationship.
5. The Supplier shall ensure that the respective applicable statutory provisions on minimum wages are complied with. They shall indemnify the Purchaser in full from any claims in connection with the minimum wage.
6. The Supplier must immediately inform the Purchaser in writing in the following cases: Changes in manufacturing processes, changes in materials or vendor parts, changes in recipes, changes in production locations, changes in the QM system, process changes, changes resulting from the REACH regulation for the products purchased (e.g. discontinuation of the approval for substances, preparations or products), change in the manufacturer's name, change in a supplier, if non-conformity with the specification was subsequently established.
7. The use of subcontractors, freelancers, subsuppliers and other third parties (collectively „agents“) who are not employees of the Supplier in connection with the performance of services owed to the Purchaser shall be notified to the Purchaser in writing.
8. The Supplier shall contractually ensure in its relationship with the Agent that all Services are performed completely and properly, that the proper performance of the Services can be comprehensively controlled by the Purchaser by means of appropriate documentation and regular audits and that the obligations arising from the contractual relationship with the Purchaser also apply in its relationship with the Agent. Agents shall be deemed to be vicarious agents of the Supplier. Failures, delays, disruptions, poor performance or other errors in the deliveries and services of the agents, regardless of what these failures are based on, do not release the Supplier from its performance obligation under the contract concluded with the Purchaser.

XIII. Product Liability and Insurance Obligation

1. The Supplier is obliged, insofar as they are responsible for damage according to the product liability law, to indemnify the Purchaser from any claims for damages by third parties on first written request.

2. This shall also apply if the Purchaser and the Supplier are jointly and severally liable to the injured third party under the Product Liability Act.
3. Furthermore, the Purchaser is entitled to reimbursement of all costs and expenses incurred by their in this connection, in particular due to recall actions initiated by their. The Purchaser shall inform the Supplier, as far as possible and reasonable, about the type and scope of recall actions.
4. The Purchaser shall inform the Supplier without delay about any assertion of claims arising from product liability and shall neither make payments nor acknowledge claims without consulting the Supplier; this is not necessary if the Supplier cannot be informed or involved due to special urgency. Further legal claims remain unaffected.
5. The Supplier must always maintain sufficient product liability insurance at their own expense, with an appropriate level of cover for personal injury and property damage. Removal and installation costs and recalls must be covered by the insurance. Upon request, the Supplier shall provide the Purchaser with evidence of the conclusion and existence of the product liability insurance policy.

XIV. Rights to Documents, Means of Production, Obligation of Secrecy:

1. Means of production such as drawings, illustrations, plans, models, calculations, samples, tools, gauges, product descriptions and other documents provided by the Purchaser to the Supplier or manufactured by the Supplier according to the order specifications are identified as the property of the Purchaser and may not be sold, pledged or otherwise passed on to third parties or used in any way for third parties without written consent. Manufacturing equipment provided by the Purchaser shall be returned in full to the Supplier at the expense and risk of the Supplier without request after termination of the contract. In particular, the Supplier shall, including after completion of this order, keep secret any manufacturing processes obtained by us in this connection and shall not use them for its own production or for deliveries to competitors of ours. We reserve all rights to new features originating from us, in particular in the event that a patent or utility model is granted - registration. Products manufactured according to documents designed by us, such as drawings, models and the like, or according to our confidential information, may not be used by the Supplier themselves or offered or supplied to third parties. In all other respects, the Purchaser has a right to demand surrender of the goods at first request. The Supplier waives the assertion of rights of retention. If the Purchaser assumes the costs of tools, a separate agreement shall be made in this respect. The Supplier shall service and maintain all tools at their own expense. The tools shall be stored free of charge for the Purchaser. If disposal of the tools is imminent, written consent of the Purchaser is required.

XV. Property Rights

1. The Supplier guarantees that there are no third party industrial property rights which conflict with the intended use of the contractual services by the Purchaser and that no further licences, approvals, consents or payments in connection with third party industrial property rights are required for the Purchaser to be able to use the contractual services as provided for in the contract or the respective order.
2. The parties shall notify each other immediately of any claims made or threatened to be made in respect of third party rights and/or inform the other party immediately if they become aware of any infringement or alleged infringement of third party rights in connection with the contractual services.
3. If claims are asserted against the Purchaser by a third party on account of alleged infringements of patent rights, copyrights or other industrial property rights, the Supplier shall be obliged, at the first written request of the Purchaser and without prejudice to any statutory claims, to indemnify the Purchaser against the claims of third parties, unless the Supplier is not responsible for the infringement of industrial property rights. The obligation to indemnify shall include all expenses incurred by the Purchaser in connection with claims by third parties. The limitation period for the indemnity claim is three years from the date of knowledge or grossly negligent ignorance by the Purchaser of the circumstances justifying the claim. In all other respects, the claim for indemnification shall become statute-barred ten years from the time it arises, irrespective of the knowledge or grossly negligent lack of knowledge.

XVI. IT Security and Data Protection

1. The Supplier shall take appropriate measures to secure data and to protect its IT systems against programs with malicious functions (viruses) and access by unauthorised third parties in order to adequately protect information received from the Purchaser and the results created for the Purchaser against loss, modification, disclosure or access by unauthorised third parties. They will inform the Purchaser immediately if there are indications of attempted or actual unauthorised access by third parties and support the Purchaser to an appropriate extent in the measures necessary for the clarification and prevention of the access.
2. The Supplier undertakes to observe and implement the provisions of data protection. If the Supplier processes personal data of the Purchaser as part of the commissioned service, the Supplier undertakes to conclude an order processing agreement with the Purchaser in accordance with the Supplier's current sample.
3. The Supplier undertakes to expressly and demonstrably inform the employees, vicarious agents and subcontractors employed by them that the Supplier may collect and process the following personal data about them for the purpose of securing statutory regulations and their legitimate business interests: title, surname, first name, date of birth, if applicable, street, postcode, city, country.
4. The Supplier undertakes to collect, process, disclose, make accessible or otherwise use personal data exclusively for the purpose of fulfilling the contract and to store such data for this purpose and thereafter only after the fulfilment of statutory storage obligations. Any disclosure of personal data to third parties requires the prior written consent of the Purchaser, unless the Supplier is under a corresponding legal obligation to do so.
5. The Supplier shall obligate their employees in writing to comply with data protection.

XVII. Severability Clause

1. If one of the above agreed clauses is invalid in whole or in part, the validity of the remaining provisions of the conditions of purchase shall not be affected. The parties agree that such an invalid clause shall be replaced by a valid clause which comes as close as possible to the meaning of the invalid clause.

XVIII. Contract Language, Place of Performance, Place of Jurisdiction, Choice of Law

1. The contract language is German.
2. The place of performance is the place of destination for the service named by the Purchaser.
3. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the standards which refer to other legal systems.
4. The exclusive place of jurisdiction for all legal disputes arising from this contract is Fulda. However, the Purchaser is free to call upon the court responsible for the Supplier's place of business instead.