$1 Applicable terms and conditions

(1) The Supplier's purchase orders shall be deemed to apply in the Conditions of Purchases and the Terms and Conditions of the Supplier, unless the following has been agreed between the Supplier and the Buyer:

(a) The purchase order shall include a written acceptance of the Buyer's terms and conditions, which shall be binding on the Supplier.

(b) The Supplier's Terms of Deliveries and Terms of Payment shall be in conflict with the Supplier's terms and conditions of delivery, they may not be invoked by the Supplier.

(c) Any alteration or amendment to the conditions in the contract shall not be binding unless confirmed by the Buyer.

(d) The Supplier agrees to ship the goods as per the purchase order in accordance with the Buyer's instructions.

$2 Order acceptance

(1) The Supplier is not bound to accept any order placed by the Buyer.

(2) The Supplier may require from the Buyer a written confirmation of acceptance of the purchase order and/or any other terms and conditions that are not in line with the Supplier's terms and conditions.

(3) The Supplier shall confirm the delivery of the goods to the Buyer within 10 working days from the date of receipt of the purchase order.

(4) The Supplier may accept the purchase order in full or in part.

$3 Prices

(1) The Buyer agrees to the specified price in the purchase order confirmed by the Supplier.

(2) Unless otherwise agreed in writing, the prices shall be understood as ex Works, including packing, insurance and customs duties unless otherwise stated.

$4 Issuing and the Supplier's declarations

(1) The Buyer shall issue a purchase order to the Supplier, which shall be issued in accordance with the EU Regulation (EC) 805/2004 or a declaration according to section 12 of the German Industry Code.

(2) The invoice shall be issued in accordance with the purchase order and confirmed by the Supplier.

(3) The invoice shall not be deemed issued until the related requirements set out in § 6 (4) and (2) have been met.

$5 Terms of payment and transfer of receivables

(1) Should the Supplier fail to perform the duties set out in § 4 (4) and (2), the Buyer shall be entitled to retain corresponding amounts as security.

(2) Should any provision comprised in these Terms and Conditions of Purchases or in other agreements be or become unenforceable, the provisions set forth in § 13 manifold shall apply to faulty call orders.

(3) The Buyer shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.

(4) The Buyer shall be entitled to dispose of any rights of claims it may have against the Supplier in the event of the Supplier's insolvency.

(5) The Buyer shall be entitled to terminate the purchase order in the event of the Supplier's insolvency.

$6 Warranty and limitations of liability

(1) The Supplier shall set aside a sum insured for the recall of goods which are defective. The Supplier shall not be entitled to recall goods unless it has been informed of the defect by the Buyer.

(2) The Supplier shall be entitled to recall goods with a remaining useful life in order to repair or replace defective goods.

$7 Liability

(1) The Supplier shall be liable for the performance of the purchase order in accordance with the contract.

(2) The Supplier shall be bound to pay damages to the Buyer for any breach of contract.

(3) The Supplier shall be bound to pay damages to the Buyer for any breach of warranty.

(4) The Supplier shall be bound to pay damages to the Buyer for any breach of confidence.

$8 Force Majeure

(1) Occurrence of the Act of God, national calamities, strike or closing of GEIGER's plant or of its subcontractors, which leads to force majeure, shall be deemed force majeure.

(2) The Supplier shall not be liable for any delivery dates or delivery deadlines that have been extended due to force majeure.

(3) The Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

$9 Force Majeure

(1) When producing the subject matter of the delivery, the Supplier shall be liable to produce an action to acknowledge of responsibilities, safety and guidance. The Supplier shall be liable for any damages caused by the Supplier's negligence or its employees.

(2) The Supplier shall be liable for any damages caused by the Supplier's negligence or its employees.

(3) Any damages caused by the Supplier's negligence or its employees shall be subject to the provisions of §§ 801, 802 of the German Civil Code.

$10 Quality and documents

(1) The Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

(2) The Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

(3) The Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

$11 Additional terms and conditions

(1) In case of delivery to a third party, the Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

$12 Material debarment

(1) In case of delivery to a third party, the Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

(2) The Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

(3) The Supplier shall be bound to pay damages to the Buyer for any delay in delivery or for any breach of contract.

$13 Manpower liability

(1) The Supplier shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.

(2) The Supplier shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.

(3) The Supplier shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.

$14 Industrial property rights

(1) The Supplier shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.

(2) The Supplier shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.

(3) The Supplier shall hold GEIGER and its contract partners harmless against any damage the Buyer may incur in connection with the goods.