

General Terms and Conditions of Purchase and Contract

I. General conclusion of contract, scope of application

1. These General Terms and Conditions shall apply to all deliveries and services for GEA Brewery Systems GmbH - hereinafter referred to as "GEA Brewery Systems" in short - as well as for all delivery contracts with GEA Brewery Systems. Where the following provisions refer to deliveries, they shall apply correspondingly to other services as well. These General Terms and Conditions shall only apply to companies, legal persons under public law or special funds under public law.
2. These General Terms and Conditions shall also apply to all future deliveries to GEA Brewery Systems and delivery contracts between GEA Brewery Systems and the supplier.
3. A contract between GEA Brewery Systems and the supplier shall be concluded after a written order from GEA Brewery Systems, signed by two authorized representatives, and an immediate written order confirmation from the supplier have been issued. The general terms and conditions of the supplier shall not be applicable.
4. Supplementary agreements and/or changes to the delivery contract shall only be valid if confirmed in writing by GEA Brewery Systems to the supplier.

II. Documents, trade secrets

1. GEA Brewery Systems reserves all rights, in particular property rights and copyrights, to documents provided to the supplier, such as plans, illustrations, drawings etc. These documents may not be made accessible to third parties without the written consent of GEA Brewery Systems. The documents shall be returned upon GEA Brewery Systems' request at any time and the supplier shall not be allowed to retain duplicates, copies, records and the like of these documents.
2. The supplier shall keep company and trade secrets of GEA Brewery Systems and its associated companies confidential.
3. Unless otherwise agreed, GEA Brewery Systems will not make any additional payments for planning work and the like performed by the supplier.

III. Scope of supply

1. The written order from GEA Brewery Systems and the technical descriptions, specifications and the like of the supplier as well as the technical standards valid at the time of ordering shall determine the scope of supply and the technical properties of the delivery items.
2. All goods shall be delivered with suitable packaging. Upon GEA Brewery Systems' request, the supplier shall take back the packaging at his own expense.

IV. Prices, terms of payment

1. The prices stated in GEA Brewery Systems' order shall apply. Freight charges to the destination specified by GEA Brewery Systems and packing charges shall be included in these prices. If the prices are not specified in the order from GEA Brewery Systems, the supplier shall indicate the prices in his order confirmation. If GEA Brewery Systems objects to the prices indicated in the order confirmation within seven workdays after receipt of the order confirmation, no contract is concluded between GEA Brewery Systems and the supplier.
2. Payment of the invoice amount by GEA Brewery Systems shall be due 30 days after receipt of invoice.

V. Delivery time, delay, acceptance

1. The delivery time specified in the order from GEA Brewery Systems shall be binding. The date of arrival of the goods at the destination determines whether the delivery time has been met.
2. As soon as the supplier anticipates a delay in delivery, he shall notify GEA Brewery Systems in writing, stating the reasons for and the expected duration of the delay.
3. In case of delayed delivery, the supplier shall be obliged to compensate GEA Brewery Systems for the damage caused by the delay. GEA Brewery Systems' right to withdraw from the contract and to claim damages for non-performance shall remain unaffected. If the supplier is not responsible for the non-compliance with the delivery time, GEA Brewery Systems shall be entitled to terminate the contract after granting a reasonable extension of time.
4. If GEA Brewery Systems is entitled to withdraw from the contract, GEA Brewery Systems has the right to keep partial deliveries received and to continue the contract in this respect and to terminate the contract for the rest.
5. If production at GEA Brewery Systems or production in the works of a customer for which the delivery is designated is impaired or shut down due to force majeure or other circumstances for which GEA Brewery Systems is not responsible, GEA Brewery Systems shall be released from the obligation to accept deliveries as long as production is shut down or impaired. In this respect, all claims for damages against GEA Brewery Systems are excluded.

VI. Shipment, passing of risk and notice of defects

1. For each individual shipment, the supplier shall send GEA Brewery Systems a notice of dispatch, separate from the goods and the invoice, in due time so that it is received by GEA Brewery Systems before delivery of the goods. Each shipment shall be accompanied by a delivery note in duplicate. Notices of dispatch, delivery notes, customs documents etc. shall indicate the object, quantity, weight, packaging, manner of delivery and marking as well as GEA Brewery Systems' order number and cost centres. If the suppliers fails to meet these obligations,

he shall be obliged to compensate GEA Brewery Systems for the damages caused. The supplier shall also pay compensation for damage if he does not issue the bills of lading properly.

2. If delivery "freight forward" has been expressly agreed, the supplier shall ensure appropriate protection of the goods and select the most economical mode of transportation.
3. The supplier bears the risk until the goods arrive and are unloaded at the specified receiving place of the destination. If, as an exception, "delivery ex works" has been agreed, the risk passes to GEA Brewery Systems, in case of mail order, express goods delivery and piece goods delivery by rail, when the goods are handed over to the postal service or the railway company. In case of truck or wagon shipment or shipment by another means of transport, the risk passes to GEA Brewery Systems after completion of proper loading onto the means of transport.
4. Quantities, dimensions, weights and quality of a shipment are determined by the values ascertained by GEA Brewery Systems during the receiving inspection. The delivery is accepted under reservation of an inspection for correctness and suitability.
5. GEA Brewery Systems will inspect the goods for deviations in quality and quantity within a reasonable period of time. In case of apparent defects, the notice of defect shall be deemed to have been given in time, if it is received by the supplier within a period of five workdays after arrival of the goods. If a defect appears later, the notice of defect shall be deemed to have been given in time if it is received by the supplier within five workdays after detection of the defect.
6. In case of bulk supplies, GEA Brewery Systems shall only be obliged to make spot checks. If it turns out that more than 10 % do not comply with the contractual or legal requirements, GEA Brewery Systems shall not be obliged to make further checks and shall be entitled to reject the complete delivery because of the results of spot checks. Rejection of the delivery shall not be considered a withdrawal from the contract.
7. In case of defective successive deliveries GEA Brewery Systems shall be free to continue the contractual relationship or to refuse to accept further deliveries due to the defectiveness of a partial delivery; the refusal to accept further deliveries shall not be considered a withdrawal from the contract also with regard to the goods that still have to be delivered.

VII. GEA Brewery Systems' rights in case of defects

1. In case of defective deliveries, GEA Brewery Systems shall be entitled to the statutory rights without restriction. In case of minor defects, in urgent cases or if the supplier does not immediately meet the claims made by GEA Brewery Systems, GEA Brewery Systems shall be entitled to correct the defect or to have it corrected by a third party and to demand reimbursement of the expenses incurred from the supplier; any further claims of GEA Brewery Systems shall remain unaffected.
2. Upon GEA Brewery Systems' request, the supplier shall immediately replace, at his own expense, any items that have become unusable or defective within the statutory warranty period due to faulty material, manufacture or design or that have turned out to be unsuitable for the specified application, including possible packing charges, freight charges, expenses and costs incurred for installation and dismantling; further statutory rights of GEA Brewery Systems shall remain unaffected.
3. The statutory period of limitation shall apply. This period begins with the receipt of the subject matter of the contract at the place of destination.

VIII. Indemnity against third-party claims

1. In the event of third-party liability claims arising from circumstances caused by the supplier's product, the supplier shall indemnify GEA Brewery Systems against all costs and third-party claims in proportion to the extent to which he has contributed to these circumstances.
2. The supplier is responsible that no third-party rights are infringed in connection with his delivery. If a third-party claim is made on GEA Brewery Systems based on the infringement of third-party rights, the supplier shall indemnify GEA Brewery Systems against all costs incurred to GEA Brewery Systems.

IX. Assignment, set-off and retention

1. The supplier shall not be entitled to assign claims against GEA Brewery Systems to third parties.
2. The supplier shall only be entitled to set-off and retention rights if these claims have been legally established or if they are undisputed and GEA Brewery Systems has been notified of their assertion at least one month in advance.
3. In the event of third-party garnishments, seizures or other interventions with regard to the goods to be provided by the supplier, the supplier shall inform GEA Brewery Systems accordingly without delay.

X. Place of performance, legal venue and applicable law

1. Place of delivery and payment shall be Kitzingen, unless otherwise agreed between GEA Brewery Systems and the supplier.
2. The legal venue shall always be Würzburg. However, GEA Brewery Systems shall also be entitled to take legal action at the place of business of the supplier.
3. German law shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.