

1. General - Scope

The following terms of contract apply exclusively to all orders and requests for proposal between GSI Helmholtzzentrum für Schwerionenforschung GmbH, Darmstadt (abbreviated GSI in terms below) and its suppliers, unless some other written agreement is settled.

The supplier is bound to the GSI conditions of purchase as soon as he is filing a proposal on GSI's demand. He is further bound to these contract terms by written confirmation of an order, by confirming or delivering goods or services, as far as GSI advertised its buying terms within the given order's or request for proposal's context. The general purchasing conditions continue to apply, when these terms got generally published in some other way, so that the supplier had to be aware of the buying terms' application.

Conflicting or deviating conditions on the part of the supplier in relation to GSI General Purchasing Conditions are not acknowledged, unless GSI explicitly agrees to its contents in written terms. This rule continues to apply, even if the supplier refers to his own delivery conditions in his proposal to GSI. In case that parts of these buying terms are not valid legally for any reason, all remaining terms are still part of the contractual agreement.

In every written document including invoices the supplier has to refer to the GSI order number, sign and date of last GSI letter.

2. Offer, Order and Confirmation of Order

Solicited offers have to be filed in duplicate and free of costs. Submitting his offer, the supplier has to comply the principal's order with regard to amount, quality and delivery of goods and services. Shift of positions and alterations of terms have to be scored explicitly in the offer. The supplier's offer is valid for a three months' period.

Offers which perform as forbidden cartel-like arrangements or that imply a violation of § 298 of the German Criminal Code, StGB, as well as offers which are designed to limit competition and to violate legal cartel rules of the German Fair Trade Law, UWG, especially any illegal agreement with third parties concerning the submission, withdrawal of an offer or concerning prices of goods and services and concerning damages for not performing delivery (sharing benefits or other non-contributory services and concerning the settling of price-cutting recommendations are not taken into consideration.

Order letters must be made in writing to be valid and relevant. Verbal agreements require GSI's written confirmation for being valid. The supplier has to confirm orders in writing without delay. GSI is authorized to withdraw an order, in case that written confirmation is not received within an appropriate period of time.

3. Prices / Payment terms

Settled prices are valid as fixed prices without value-added tax, free of costs and including packaging fees. In case of altering agreements the supplier has to prepay for package and transport costs. These costs are to be set out explicitly in the supplier's invoice.

4. Performing of the contract / Compliance of legal requirements

Performing his deliveries the supplier has to comply all relevant rules, official laws and regulations according to their current version.

Deliveries have to comply safety instructions, health and safety regulations, accident prevention regulation, as well as all relevant norms, especially German DIN and VDE rules. Following these delivery regulations the supplier has to inform GSI about all needed safe guards and he has to score the costs of these positions according to the settled price. The supplier has *to reveal eventual doubts* about the chosen or proposed way of performing in writing and has to inform GSI without delay.

The supplier has to deliver all relevant documentation, (such as / especially / e.g. (protocols of) test reports, manufacturer's certificates, drawings, plan documents and instruction rules) needed for acceptance, technical control, performance, periodic check-ups, maintenance and repair processes, if necessary ready to multiply and free of costs.

5. Delivery time

The (date of) receipt of the order specifies the beginning of delivery time. Missing the settled delivery date, the supplier is in delay even without a GSI reminder. In the event of a deferred delivery or supplier's missing the deadline, GSI is entitled to require for every full week of delay a contractual penalty of 0,5 % (per cent) of the total delivery value up to a maximum of 5 % (per cent) of the total delivery value. GSI's right to claim a compensation for damages remains unaffected.

In the event of an impending delivery delay, the supplier is in charge to give a written report about the expected delay, it's reasons and expected duration to GSI immediately.

6. Right of information, control and review

GSI and its authorized contractors are entitled to visit the supplier's enterprise during operating hours, in order to survey performance of contractual delivery obligations, to participate in manufacturing controls and to initiate and to perform such controls. The costs of GSI initialized check-ups are paid by GSI, when GSI owned material has been used or GSI's members of staff have been performing process. The supplier has to pay for all costs due to defaults that occurred in his sphere of responsibility.

In the event of subcontracting with another supplier, GSI's supplier warrants that his subcontractor accepts to the extent mentioned before GSI's right of information, inspection and review in the agreement with the subcontractor.

GSI inspections leave the suppliers warranty and liability unaffected.

7. Alteration of contractual contents (Change in supply) / Assignment of claims

GSI is entitled to claim altered quality demands in the course of the contract's compliance with regard to the supplier's technical performing abilities.

Alterations of the contract price (total delivery value) caused by technical changes and new developments as well as alterations of the delivery date and other terms of this supply agreement demand written confirmation according to number (2) of these purchasing conditions.

The supplier is not allowed to transfer his contractual claims against GSI to third parties.

8. Delivery and Customs duties

The supplier has to attach two delivery notes to the delivered services and goods. In the event of deliveries from outside German custom's area, the supplier has to contact GSI in time for customs- and import proceedings.

9. Reception of goods / Acceptance of purchase

a) Ordered goods have to be delivered to GSI main storage area in Planckstraße 1 in 64291 Darmstadt, unless an alternative place of delivery is fixed in the supply contract.

Goods have to be delivered up as follows

from monday until thursday from 08.00 until 16.00 h
and on fridays from 08.00 until 13.00 h

b) As far as the delivered services and goods comply with GSI contractual demands and former quality faults and quantity variances are eliminated, delivery will be accepted. When GSI is entitled to run an operation check, the good will be accepted by acknowledgement of a common test report, after a flawless review test has been performed.

10. Property rights

After reception of the ordered goods and performances, GSI becomes owner by accepting the delivery. This rule continues to apply for all attached documents (§ 4 II) of the delivery. By providing the buyer with the ordered goods the supplier certifies that he is fully entitled to dispose over the ordered goods without any restrictions and that delivery is free of rights of third parties.

All kinds of materials and parts provided by us remain GSI's property. These materials need to be marked and kept safe in extra storage, get listed and controlled separately. If the supplier processes, transforms, combines or inseparably mixes the provided materials with those not belonging to us, GSI becomes exclusive owner of the new product. The supplier deposits these products free of costs for GSI. Property and copyrights of documentation provided by us, remain GSI's property. On GSI's demand the documentation has to be returned without delay to GSI with all copies included. GSI documents are only to be used for designated contractual purposes. In case of offence the supplier is liable for all resulting damage.

11. Invoice and Payment

Invoices have to be send over as one original document. Value added tax shall be shown separately in all invoices.

Payment periods and discount rights starts with receipt of the invoice and acceptance of delivery. Payment is fulfilled with handing out of the remittance order to the performing Banking Institute. Payment does not certify the correct contractual compliance of the supplier's duty for delivery. It is agreed that GSI is only in delay with payment after reception of a written reminder from the supplier.

12. Warranty

The supplier is liable according to the legal warranty rules for defects in quality and defects of title. He guarantees to carefully and correctly comply contractual obligation, especially as to the accomplishment of the agreed specifications and other GSI demands on (execution of) performances which have to correspond also to the newest scientific and technical standards, and he warrants quality and designated purpose of the delivered goods as to material, construction, performance and the documentation of production (drawings, plan documents etc.). The required specifications perform to be the agreed and guaranteed qualities of the supplied goods or services.

Legal regulations on denied, delayed and failed performances of the supplier in the German Civil Code (BGB) also apply to purchase and work & delivery contracts.

The costs for correction of faults payable by the supplier include the expenses for packaging, freight and carriage, the costs for work of removing and installing goods and parts provided, travel expenses as well as the costs to remedy delivery deficiencies at GSI.

In every case a 24 months' warranty period is agreed. If a written certificate of acceptance does not exist, warranty starts two weeks after GSI's receipt of delivery. §§ 377 and 378 of the German Commercial Code (HGB) do not apply to this contract.

The supplier continues to warrant for substituted goods, parts provided and for reparation works just as he warrants for the ordered goods' quality. The warranty period starts after accomplishing correction of the defects. For parts of delivery that broke down because of defects in quality and that cannot be used for operation purposes therefore, a prolongation of the warranty period for the length of operation's interruption is agreed.

13. Protective Rights

The supplier warrants while accomplishing contractual duties, delivery and while operating with the ordered goods and performances that neither protective trade marks nor property rights of third parties get violated. He is going to indemnify GSI from claims of third parties on account of possible violations of protective rights.

14. Advertising Material

The supplier is only allowed to mention his business relation to GSI in advertising material with GSI's explicit consent.

15. Notice of Termination and Withdrawal

Irrespective of other rights to cancel and withdraw GSI is entitled to give notice of termination or withdraw from the contract, as soon as in the supplier's sphere of responsibility criminal operations (manipulations) in the sense of §§ 333, 334 of the German Criminal Code, StGB, (granting of undue advantage; bribery) take place. Other factors for supplier's exclusion are:

- acting non-conform to correct business practice
- incorrect accomplishment of the supplier's duty to pay tax, rates or social security contribution
- wilfully wrong declarations as to reliability, skill, knowledge and operating efficiency

In addition to that GSI is entitled to claim full compensation for any damage.

GSI is further entitled to withdraw from the contract or cancel it, if the supplier is in charge to apply for insolvency proceedings or if a composition procedure is launched or the supplier ceases his payments not only temporarily.

16. Safety Regulation & Rules of Operation

Deliveries and performances to GSI area and rooms have to comply GSI safety and operation rules, which are integral part of the contract in that case.

17. Place of Performance and Jurisdiction

The delivery address is agreed place of performance.
Place of jurisdiction is Darmstadt.

GSI Helmholtzzentrum für Schwerionenforschung GmbH, Darmstadt