

## **General Conditions of Purchase (r2p GmbH)**

### **1. General, scope**

1.1 For contracts between r2p GmbH (hereafter we or R2P) and their suppliers and suppliers (hereafter referred to as supplier) for the delivery of goods (hereinafter referred to as performance), these General Terms and Conditions of Purchase (hereafter GTC) apply exclusively.

1.2. General business or delivery conditions of the supplier are only valid insofar as R2P has expressly agreed to them in writing. These GTC also apply in particular to contracts with the supplier, if R2P receives services without reservation in the knowledge of the conflicting or deviating general terms and conditions. An unconditional receipt by R2P in this case does not constitute express consent.

### **2. Conclusion of contract, right of withdrawal**

2.1. The offers made by the supplier to R2P are binding. The supplier is bound to this for 4 weeks from receipt by R2P. Based on the offer, R2P issues an order, which is confirmed by the supplier by sending an order confirmation to R2P by post, fax or e-mail.

2.2. If the supplier does not provide the contractually owed services to R2P within the agreed deadlines, R2P is insofar entitled to withdraw from the contract with the supplier without setting a further deadline. As far as R2P wants to withdraw from the contract in this case, R2P will exercise its right of withdrawal immediately. The consideration already provided by R2P shall be refunded by the supplier immediately upon receipt of the declaration of withdrawal.

### **3. Due date, offsetting, retention, assignment**

3.1. Any payments owed to the supplier are due in full 60 days after the transfer of risk in accordance with section 4.3. The granting of a different payment term requires a separate agreement with the supplier. In the event of defects, R2P has a right of retention in reasonable proportion to the defects and the probable costs of the subsequent performance (in particular a defect removal).

3.2. The supplier is only entitled to set off as far as its counterclaims are legally established, undisputed or recognized by R2P. The supplier is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

3.3. Claims against R2P may only be assigned by the supplier with the consent of R2P.

### **4. Delivery, transfer of risk, warranty**

4.1. The supplier shall be fully responsible for the procurement of the services owed by him and the necessary supplies and services of third parties without his own fault. Insofar, the supplier is also fully liable for any defects in his services for which he is responsible

4.2. The agreed delivery times are binding. The supplier is in default after exceeding the delivery date without further explanation by R2P with its services. Unless otherwise agreed, partial deliveries are not permitted.

4.3. For the delivery DDP, warehouse R2P, Marie-Curie-Ring 31, 24941 Flensburg, (Incoterms 2010) is agreed.

4.4. R2P is obliged to report obvious defects immediately after the transfer of risk in accordance with Section 4.3 as part of its duty to inspect and complain under Section 377 HGB. Non-obvious defects found during the usual post-risk inspections can be reported within 6 weeks of their discovery without R2P thereby losing its warranty rights to the supplier.

4.5. R2P has the sole right to choose between removal of defects and new services. The rectification by the supplier is considered as failed after the unsuccessful first attempt.

4.6. R2P is entitled to withdraw from the contract and to claim for damages, even in the event of insignificant deviations from the supplier's performance of the agreed quality or even in the event of insignificant impairment of the usability of the supplier's services.

4.7. The limitation period for claims and rights of R2P due to defects - for whatever legal reason - is 36 months. This period also applies insofar as the claims are not related to a defect. The statute of limitation with regard to the defect leading to a supplementary performance begins anew with the completion of the supplementary performance measure.

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### **5. Spare parts**

5.1. The supplier is obliged to supply the required spare parts for the delivered goods to R2P for a period of 24 months from handover at market prices. The obligation under sentence 1 also applies in the event that the production and delivery of the goods by the supplier should be discontinued.

5.2. The Supplier shall ensure that R2P is still able to conclude a replacement with spare parts up to 6 weeks before the deadline set out in Section 5.1, which is required after the expiration of this period.

### **6. Reservation of ownership**

6.1. An extended and / or extended retention of title right of the supplier is excluded.

### **7. Applicable law, place of jurisdiction**

7.1. The legal relationship between the parties is exclusively governed by the law of the Federal Republic of Germany without the reference norms of international private law and to the exclusion of the UN Sales Convention (CISG).

7.2. The sole place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Flensburg.