

Profistop
Owner Yunus Turan
General conditions of purchase
(Stand: 01.09.2014)

1. General – Scope

- (1) Our conditions of purchase apply exclusively; contrary to or deviating from our terms and conditions of the supplier will not be acknowledged unless we have expressly agreed to their validity in writing. Our conditions of purchase apply, even if we accept the knowledge of contrary or deviating from our Terms and Conditions of the supplier's delivery without reservation.
- (2) All agreements made between us and the supplier in performance of this contract are set forth in writing in this contract.
- (3) Our terms and conditions also apply to all future business with the supplier.

2. Commission – Order - Documents

- (1) The supplier is obliged to confirm our order within two weeks in writing.
The confirmation has to be made in detail, specifying the article in writing by fax or e-mail.
- (2) We reserve the right for illustrations, drawings, calculations and other documents all ownership and copyright; they may not be reposted without our express written consent. They shall be used exclusively for completion on our order;
After the order they have to be returned unsolicited to us. To Third parties, they must be kept confidential, to the extent applicable the ruling under Section 10 paragraph (3).

3. Prices – Terms of Payment

- (1) The prices specified in the order is binding. Unless otherwise agreed in writing, the prices are including packaging and are without freight charges. Disposal of packaging requires special agreement.
To the extent incurred in the supplies / services waste is recovered or disposed of the waste supplier unless otherwise agreed in writing, at its own expense in accordance with the provisions of the Waste Law (including Green Dot, Interseroh).
Title, risk and the declining legal responsibility shall pass to the Supplier at the time of waste obtained.
- (2) Each invoice must separately identify the statutory value added tax.
Original invoices must not be attached to the goods.
- (3) Invoices can only be processed if this is in accordance with the requirements of our order - specify with the Profistop order number, delivery note number of the supplier and the item number of the company Profistop. For all consequences arising from failure to comply with this obligation, the supplier is responsible, unless he can prove that he will not represent.
- (4) Invoices must be, separated from the delivery of goods, send always to the address of Profistop Inh. Yunus Turan, Armbruststr. 41, 73230 Kirchheim, Germany.
- (5) We pay unless otherwise agreed in writing, the purchase price within 14 days from delivery and receipt of invoice with 3% discount or within 30 days after receipt of invoice. In case of late receipt of the invoice date of receipt of the invoice for the commencement of discount period applies.
- (6) We have the right to set-off and retention to the statutory extent.

4. Delivery time

- (1) The delivery time stated in the order is binding.
- (2) The supplier is obliged to notify us immediately in writing if circumstances occur or become known to him, that the required delivery time can not be met.
- (3) In case of delayed delivery we are entitled to the statutory claims. In particular, we are entitled to after expiry of a reasonable period of time damages instead of performance and withdrawal. If we claim damages, the supplier has the right to also prove that he was not responsible for the breach of duty.

5. Transfer of Risk – Documents

- (1) The delivery, unless otherwise agreed in writing, delivered free. The risk passes upon handing over the goods to us.
- (2) We are only obliged to take the goods at our receiving hours, Monday - Friday 9.00 - 13.00 clock and 14.00 - 15.30 clock.
- (3) The supplier is obliged to indicate exactly on all shipping documents and delivery notes our order number; if he fails to do so delays are not responsible in the processing by us.

6. Safetyrules – Environmental Pollution

- (1) The supplier warrants that the goods supplied and services rendered to its appropriate use applicable laws, and the current state of the art, in particular the relevant provisions relating to equipment and product safety, occupational safety and accident prevention must be adhered to. Compliance with these provisions is to us on request. The Supplier is liable for all damage caused to us from non-compliance.
- (2) The supplier is responsible for the safety equipment of the persons employed by him.
- (3) The supplier is obliged to assign us out if the delivered goods or the services provided by him subject to the ADR. In this case, the supplier must inform us of the type of load and provide safety data sheets by fax or e-mail.

7. Inspection of defects – Liability for defects

- (1) We are obliged to examine the goods within a reasonable period of time for any quality or quantity; the complaint has to be reported timely within 14 working days from receipt of goods or in case of hidden defects from discovery, to the supplier.
- (2) The statutory warranty claims to us in full; in any case, we are entitled to demand that the supplier either remedy the defect or deliver a new item. The right to damages, in particular the right to compensation in lieu of performance is expressly reserved.
- (3) We are entitled to make, at the expense of the supplier, to remedy the defect itself when danger is in default or special urgency.
- (4) The limitation period is 24 months from transfer of risk.

8. Product Liability – Indemnification – Liability insurance protection

- (1) If the supplier is responsible for product damage, he is obligated to indemnify us on first request of third party claims that the cause is within his control and organization and he is liable in relation to itself.
- (2) As part of its liability for damages within the meaning of para. (1) the supplier is also obliged pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB, arising out of or in connexion with a result on our recall. We are the supplier of the content and scope of the recall measures - as far as possible and reasonable - and give him the opportunity to comment. Shall not affect any other statutory claims.
- (3) The supplier undertakes to maintain a product liability insurance and a maintain public liability insurance with adequate coverage; we have further claims for damages, so these remain unaffected.

9. Industrial property rights

- (1) The supplier has to warrant that, in connection with its delivery no third party rights are violated within the Federal Republic of Germany.
- (2) If we are held by a third party in this claim, the supplier is obligated to indemnify us on first demand in writing of any such claims; we are not authorized with the third party - without the supplier's consent - to make any agreements, especially to conclude a settlement.
- (3) The indemnity obligation shall apply to all expenses, us from or in connection with the claim by a third party.
- (4) The limitation period is ten years from the contract..

10. Item and product data

- (1) The Supplier agrees that its item and product data such as Product descriptions, article text, dimensions, image data, etc. in the Profistop database can be processed and maintained. When no other regulations are made with the supplier or the supplier has not raised an objection to this method, these data may be used for part identification in printed media or customer portals, eg the Profistop shop solution.

11. Retention of title – Provision – Secrecy

- (1) If we provide parts to the suppliers, we reserve the right of ownership. Processing or transformation by the supplier shall be made for us. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT.) To the other processed items at the time of processing.
- (2) If the item provided by us is with other items not belonging inseparably mixed, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT.) To the other processed items at the time of mixing. If mixing in such a way that the object of the supplier as the main thing is to look at, it is agreed that the supplier transfers proportional joint ownership to us; The supplier shall keep the sole or co-ownership for us.
- (3) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information strictly confidential. Third may be disclosed only with our express permission. The confidentiality obligation shall survive the termination of this contract; it shall expire if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents has become generally known.

- (4) If the us in accordance with para. (1) and / or para. (2) exceed the rights exceed the purchase price of all unpaid reserved goods by more than 10%, we are at the supplier's request to release the security interests of our choice committed to.

12. Regulatory Compliance

- (1) The supplier has to follow the instructions of our staff resulted when driving the factory premises. In particular the rules of the StVO and other legal protection regulations (eg ADR) must be observed and followed. The supplier has to undertake its employees as well as the person appointed by him accordingly. The Supplier and its employees are liable for damages arising from the breach of the aforementioned obligations.