

I. Orders and contracts

1. All of the orders and contracts concluded by Jos. Hansen & Soehne shall be governed by these General Terms & Conditions of Purchase alone. The General Terms & Conditions of Purchase of Jos. Hansen & Soehne shall continue to apply even if the order/contract for purchase of the supplier is accepted without reservation and with full knowledge of any conflicting or derogating terms. The supplier's terms and conditions of business shall not be applicable, even if Jos. Hansen & Soehne has not stipulated its non-acceptance thereof in an individual case.
2. Orders and contracts concluded by Jos. Hansen & Soehne shall only be binding if they are made in writing. Any supplements thereto or modifications thereof must be in writing.

II. Offer – Offer documentation

1. The supplier shall be obliged to accept the order of Jos. Hansen & Soehne within a period of two weeks, otherwise such order shall lapse.
2. Any variation from an order submitted by Jos. Hansen & Soehne shall be clearly identified as such in the order confirmation.

III. Delivery, shipping and partial deliveries

1. Goods must be delivered in accordance with the delivery periods and delivery terms stipulated in the contract for purchase. Delivery periods shall be binding and shall include the date of arrival at the place of performance.
2. The supplier shall be obliged to inform Jos. Hansen & Soehne immediately if any circumstances arise or become apparent which constitute grounds for considering that it will not be possible to comply with the delivery period.
3. In the event of a delay in delivery, Jos. Hansen & Soehne may assert all of their statutory rights, and in particular the right to withdraw from the contract and the right to receive damages instead of performance.
4. To the extent that nothing is agreed expressly to the contrary, the supplier shall bear all packaging, shipping, insurance and any ancillary costs.
5. Partial deliveries shall only be accepted by Jos. Hansen & Soehne if it has expressly consented thereto. The remaining quantity must be executed.

IV. Prices and payment terms

1. The invoice of the supplier shall be submitted to Jos. Hansen & Soehne in duplicate and separately from the goods.
2. The price agreed shall include packaging, shipping, insurance and any ancillary costs, plus VAT.
3. All payments shall be made subject to a review of the invoice and subject to the due and proper delivery of the ordered goods. Should Jos. Hansen & Soehne identify defects which are covered by warranty rights, Jos. Hansen & Soehne shall be entitled to withhold payment until such defects are remedied in full or until a subsequent delivery of fault-free goods.

V. Condition of the goods and warranty claims

1. The supplier warrants that the goods have been produced in accordance with the applicable legal requirements pursuant to the laws, regulations, technical specifications and other provisions of German law and EU law and that the goods comply with such laws, regulations, technical specifications and other provisions on the date of performance. The supplier further warrants

that the goods comply with the standards and in particular the technical standards applicable to them and with any standards and specifications which may have been expressly stipulated by Jos. Hansen & Soehne, as well as with the most up-to-date technology.

2. The period of limitation for any warranty claims shall be 36 months, which period shall begin on the date of the hand-over of the goods at the place of performance.
3. Should the goods contain a defect, Jos. Hansen & Soehne may request supplementary performance (the repair of the defect or a replacement delivery), it may request a reduction in the contract price or it may withdraw from the contract, as well as claiming compensation or the reimbursement of any unnecessary costs incurred by it.
4. Irrespective of the nature of the defect, notification of the defect shall still be deemed to have been served promptly and immediately within the meaning of section 377 of the German Commercial Code if it is mailed/ posted to the supplier within a period of 14 days from the date of the discovery of the defect.

VI. Obligations incumbent upon the supplier to provide information

The supplier shall provide to Jos. Hansen & Soehne all of the information required by the latter pursuant to any laws governing export, and in particular all information relating to the technical characteristics and possible uses of the goods. It shall make Jos. Hansen & Soehne aware of any current listing of the goods in the Annexes to Council Regulation (EC) No. 428/2009 or the AL Export Control List annexed to the German Foreign Trade and Payments Regulations, in each case in the version in force on the date of the contract for purchase.

VII. Product liability

The supplier shall at its own expense ensure that an appropriate insurance policy in respect of product liability is in place at all times.

VIII. Place of jurisdiction, place of performance and governing law

1. The exclusive place of jurisdiction shall be Hamburg, should the supplier be a merchant, a legal person pursuant to public law or a special fund pursuant to public law, or should it not have a general place of jurisdiction within Germany. The party instigating proceedings shall in the alternative be entitled to commence proceedings before the Arbitral Tribunal of the German Institution of Arbitration e. V. (DIS). Should this occur, the Arbitral Tribunal shall have sole jurisdiction. The place of arbitration proceedings shall be Hamburg. The language of the arbitration proceedings shall be German.
2. The place of performance for both parties shall be Hamburg.
3. Any contracts concluded shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. To the extent that any provisions of INCOTERMS are used, these shall apply in their most up-to-date version.