

General Terms and Conditions of Purchase

1. General

- 1.1 Orderer within the meaning of these General Terms and Conditions of Purchase shall be Plansee Japan Ltd. (hereinafter referred to as "ORDERER").
- 1.2 The following General Terms and Conditions of Purchase shall form the exclusive basis of the contract between the ORDERER and the supplier (hereinafter referred to as "CONTRACT") and they shall be an integral part of this CONTRACT. They shall apply analogously even if the CONTRACT is a contract for work and services.
- 1.3 These General Terms and Conditions of Purchase shall apply exclusively. Terms and conditions of the supplier that contradict, supplement or deviate from these General Terms and Conditions of Purchase shall not apply unless the ORDERER agrees to their validity, expressly and in writing, in individual cases. These General Terms and Conditions of Purchase shall apply even if the ORDERER, being aware of terms and conditions of the supplier that contradict, supplement or deviate from these General Terms and Conditions of Purchase, starts performing without reservation.
- 1.4 These General Terms and Conditions of Purchase shall also apply to future transactions without the requirement for an express agreement in individual cases.
- 1.5 Any business or CONTRACT related correspondence shall be conducted with the purchasing department of the ORDERER, unless stipulated otherwise here. The purchase order and reference number must be indicated.
- 1.6 Verbal agreements shall require written confirmation.

2. Contract formation

- 2.1 In the offer and in the order confirmation the supplier must strictly adhere to the instructions provided by the ORDERER. In case of any deviations, supplier must draw attention to these deviations expressly and in writing. In addition to all the goods and services expressly specified in the order, the scope of delivery shall also include goods and services required for a proper execution and function of the goods ordered. All goods and services must be state of the art and comply with all applicable professional or industry standards. Each CONTRACT shall be based upon a written purchase order that includes a purchase order number.
- 2.2 Models, drawings and tools made available or commissioned and paid for by the ORDERER must not be passed on to third parties or used for any purposes other than those of the CONTRACT, and their content must not be disclosed to third parties, without the prior written consent of the ORDERER. They must be stored carefully and protected against theft and use by third parties. The supplier shall return them to the ORDERER as soon as they are no longer needed for the purposes of the CONTRACT.
- 2.3 In respect of blanket orders for goods to be delivered on demand or by releases during a fixed period, ORDERER shall have no obligation to accept delivery until it has issued the corresponding release for the goods. The foregoing applies even if the goods are manufactured and ready for delivery. The ORDERER shall be entitled to change the delivery dates to the extent that this does not cause significant burden on the supplier.
- 2.4 Any changes or amendments to the CONTRACT shall require the written form, including any cancellation of this written form requirement.
- 2.5 In case of doubt concerning the prices, prices quoted shall be fixed prices for delivery to ORDERER'S delivery address free of any additional charges.
- 2.6 Unless the prices have been agreed upon beforehand, they must be stated in the order confirmation with binding effect. In this case, to the extent permitted by applicable law, the ORDERER reserves the right to object or cancel the CONTRACT within four (4) weeks without any liability or claim for damages of any sort.

3. Delivery

- 3.1 The supplier shall strictly adhere to the agreed delivery dates. If for any reason it becomes evident to the supplier that the delivery date may not be met, the ORDERER shall be notified immediately in writing of the reason and anticipated duration of the delay. This provision shall not constitute a waiver of any kind of the legal rights of the ORDERER arising from the delay in delivery.
- 3.2 The ORDERER must be notified of the shipment of the goods without delay after dispatch, in duplicate quoting the purchase order number and reference number. Partial deliveries are to be clearly identified as such.
- 3.3 Delivery must be carried out by the quickest route to the delivery address prescribed by the ORDERER. The ORDERER shall not be obligated to accept goods without the correct shipping documents. The supplier shall be liable for the consequences of incorrect information in the shipping documents.
- 3.4 If the ORDERER bears the costs of transport, the supplier must choose the most cost efficient means of transport. However, the shipping instructions of the ORDERER must be obeyed without fail.
- 3.5 The risk shall transfer to the ORDERER as soon as the ORDERER receives the delivery item and takes actual possession; or, in the case of machinery or equipment, or if the CONTRACT is a contract for work and services, upon final acceptance inspection.
- 3.6 The ORDERER shall not be obligated to accept COD shipments.

4. Payment

- 4.1 Invoices must comply with the requirements under any applicable tax law as regards the content of invoices and their content must match the order. They must not be enclosed with the shipment, but rather addressed to the Finance and Accounting department of the ORDERER and quote the purchase order number. The ORDERER shall not be responsible for any delays in payment caused by noncompliance with this provision on the part of the supplier.
- 4.2 To the extent permitted by applicable law, and unless stipulated otherwise, invoices shall be due for payment with a 3% discount within 30 days, net amount payable within 60 days.
- 4.3 Payment periods shall always begin upon receipt of an invoice that has been correctly and completely prepared pursuant to clause 4.1, however not before the goods have been delivered completely and free from defects.
- 4.4 Partial invoices shall be permitted only after the ORDERER's prior written approval and must be clearly identified as such.
- 4.5 Payment by bill of exchange shall be permitted.

5. Provision of materials by the ORDERER

- 5.1 Materials provided by the ORDERER shall remain the property of the ORDERER.
- 5.2 The materials provided by the ORDERER shall be carefully stored by the supplier free of charge. The ORDERER must be informed without delay of any possible loss or damage.
- 5.3 If the materials are processed or commingled with other goods, the ORDERER shall acquire co-ownership in proportion to the value ratio between the materials provided and the other goods. The supplier shall in this case grant the ORDERER joint possession and shall undertake to that extent to exercise joint possession as unpaid custodian.

6. Failure in performance and Warranty

- 6.1 The supplier warrants to ORDERER that the products shall conform to the to the ORDERER's requirements in all respect without any defect.
- 6.2 Any product defects will be notified to the supplier within two weeks of being discovered by the ORDERER. The ORDERER shall not be required to inspect the goods at the time of delivery.
- 6.3 If the supplier fails to comply with ORDERER's demand to perform according to the CONTRACT or to remedy a defect (repair, replace or reperform), even if the period to remedy is short, or the supplier refuses to rectify the defect, the ORDERER shall be entitled to remedy the defect himself, or have it remedied, at the supplier's expense, or acquire the delivery item elsewhere. The ORDERER shall have the same right in urgent cases, especially to avert imminent danger or avoid major damage. For this purpose, the supplier must provide the ORDERER with the necessary documents (plans, drawings etc.) and data. In this case, the ORDERER shall be entitled to pass on to the third party commissioned with the performance or remedy of defect any information and all documents that are necessary to produce the delivery items free from defect as quickly as possible. Any confidentiality agreement to the contrary made before or after the inclusion of these General Terms and Conditions of Purchase shall not be in conflict with this provision.
- 6.4 The supplier's warranty shall continue for a period of 2 years from the date of each applicable delivery received by the ORDERER. Notwithstanding the foregoing, however, the supplier's warranty period shall not be limited if any defect arises from the supplier's willful misconduct or gross negligence.

7. Reservation of title and assignment of claims

- 7.1 If the supplier assigns claims to receivables arising from this CONTRACT, the ORDERER shall charge a processing fee of € 35.00.

8. Confidentiality

- 8.1 The supplier shall be obligated to keep confidential any non-public information and data (inter alia, business and technical information and data) of which it becomes aware as a result of the business relationship with the ORDERER, and not disclose it to third parties. Any sub-suppliers or other third parties, which the supplier must inevitably involve to implement the CONTRACT, shall similarly be bound by supplier to maintain confidentiality.
- 8.2 The supplier may not use the ORDERER's company name or trademark for advertising purposes, or to provide references, unless it has obtained the ORDERER's prior written approval.

9. Compliance

- 9.1 The supplier undertakes to comply with all laws and regulations applicable to performance under the CONTRACT, especially in regards to fighting corruption, antitrust and competition law, environment, health and safety, fair labor practices as well as prohibiting child and forced labor. The supplier further agrees to act in accordance with the principles and expectations as set forth in the Plansee Group Code of Conduct (<http://www.plansee.com/code-of-conduct/EN.pdf>) and in the Supplier Policy (www.plansee.com/supplier-policy). The supplier agrees to cooperate in a verification of compliance upon reasonable request of the ORDERER or any of its customers.
- 9.2 The supplier shall comply with the pertinent local, national and international provisions concerning the import or export of all goods to be supplied hereunder.

- 9.3 If the supplier violates the obligations under this Article 9, the ORDERER shall be entitled, without prejudice to any other available rights or remedies, to immediately terminate the CONTRACT.
10. [Final provisions](#)
- 10.1 The CONTRACT shall be governed by the laws of Japan, excluding the United Nations Convention on the International Sale of Goods (CSIG) and excluding any provisions regarding the conflict of laws.
- 10.2 All disputes arising from or relating to the CONTRACT, including these Terms and Conditions of Purchase, shall be subject to the jurisdiction of the competent court at the registered office of the ORDERER. However, the ORDERER is also entitled to sue the supplier in the jurisdiction of the competent court of the registered office of the supplier.
- 10.3 If any one or more of the provisions of these General Terms and Conditions of Purchase or of the CONTRACT should be or become invalid or ineffective, in whole or in part, or should these General Terms and Conditions of Purchase or the CONTRACT contain a gap, the legal effectiveness and validity of the remaining provisions shall not be affected thereby. Instead of the illegal or invalid provision, a valid provision shall be agreed upon that comes closest to the original business objectives of the ORDERER and the supplier. The same shall apply in the event of a gap.
- 10.4 Unloading times shall be during normal business hours of ORDERER.
- 10.5 When executing any work on the business premises of the ORDERER, the supplier shall fully comply with the ORDERER's site regulations in their current version.
- 10.6 Visits to the ORDERER's premises shall take place only after prior arrangement with the officials at the purchasing department of the ORDERER.