



Terms and Conditions of Purchase

I. General provisions

1. The following Terms and Conditions shall govern all orders and purchase contracts with our business suppliers.
2. Only these Terms and Conditions of Purchase shall apply. No other terms and conditions shall be incorporated into the contract, not even if we do not explicitly object to them. Other terms and conditions shall only apply if we have expressly agreed to them in writing. Our Terms and Conditions of Purchase shall apply even if we accept the order/the supplier's purchase contract without objection, despite being aware of contrary or different terms and conditions. Neither the failure to raise an objection nor payment or the acceptance of the goods shall constitute an acknowledgment of any other terms and conditions of business.

II. Offer - documents pertaining to the offer

1. The supplier has a two-week period in which to accept our order.
2. Any differences from the contents of our orders must be clearly pointed out in the acknowledgment of the order.
3. We shall retain the ownership rights and copyrights to illustrations, drawings, calculations and other documents. These items may not be made available to third parties unless we have expressly agreed to this in writing. They may only be used for production in relation to our order and must be automatically returned to us after the order has been completed. The provisions of clause IX shall apply in addition.

III. Prices, terms of payment

1. Delivery shall be made DDP (Incoterms 2010) unless otherwise agreed in writing. The price therefore particularly includes packaging and shipping. Subsequent claims of all kinds are excluded.
2. The price shown in the order is binding.
3. We make payments within 14 days of the receipt of an invoice and the goods with a 3 % cash discount or 30 days without deduction. Whether payment has been made in good time shall be determined according to the date when the amount in question is debited from our account.
4. No reimbursement shall be paid in respect of planning, cost estimates and similar.

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IV. Delivery period, shipping, packaging

1. The delivery period quoted in the order shall be binding.
2. Delivery shall be made DDP (Incoterms 2010) unless otherwise agreed in writing in the individual case.
3. Unless otherwise agreed, the goods to be delivered shall be properly packed in the usual way and marked accordingly. The supplier shall be liable for any damage caused due to inadequate packaging.
4. The supplier may only deliver the contractual consignments to the designated reception points.
5. The supplier shall be liable for the consequences of incorrectly issued shipping documents or delivery notes.
6. Part-shipments will only be accepted by express agreement. The remaining consignment must also be delivered.
7. The date when the goods are received at the reception point shall be decisive in determining whether the delivery date has been complied with. The supplier shall be liable in accordance with the statutory provisions in the event of any delay.
8. Early deliveries made without our agreement shall not affect the times allowed for payment calculated in relation to the agreed delivery date. We reserve the right to return any goods that are delivered too early and to do so at the supplier's expense or to treat them as if they had been delivered on the prescribed delivery date.

V. Force majeure

Governmental measures, insurrection, strikes, lock-outs, fire, machine failure, bottlenecks in the supply of materials or energy, transport problems and other factors beyond our control that delay normal acceptance shall be treated as cases of force majeure and shall entitle us to postpone acceptance accordingly; we undertake to notify the supplier of such circumstances immediately on learning of them. If the delay in accepting the goods due to any of the aforesaid events is unreasonable for either of the Parties, the Party in question shall have the right to terminate the contract.

VI. Liability for defects; antitrust violations

1. On receipt of the goods we undertake to examine them immediately and to also notify the supplier immediately if we find any defects. "Immediate" in this context shall mean 14 days.
2. We shall have all statutory rights due to liability for defects.

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3. The time limit for claims due to defects is 36 months from the date of the passing of risk.
4. The supplier undertakes to only offer prices and conditions that are not subject to cartel restrictions. Irrespective of this, the supplier undertakes to comply with all provisions of cartel law.

If the supplier has agreed sales prices or other conditions pertaining to the products supplied to us with a third party, or if it has entered into other relevant agreements with such third party, including agreements on the division of territory or of customers, then it shall be obliged to pay us a contractual penalty in an amount to be set at our reasonable discretion depending on the concrete case. The amount set at our discretion may be subjected to judicial review. The contractual penalty will be credited toward any claims for compensatory damages. We may assert any further damages claims pursuant to the relevant general rules. No contractual penalties accrue if the supplier's conduct is permissible pursuant to the German Act Against Restraints on Competition (Gesetz gegen Wettbewerbsbeschränkungen [GWB]) or to the Treaties of the European Union, or if the violation in question is not the fault of the Supplier.

VII. Product liability

The supplier must indemnify us against any product liability resulting from any fault that is its own responsibility.

VIII. Changes in the product or the processes

Suppliers with whom we maintain permanent business relations must notify us in writing at an early stage if they intend to carry out any product or process changes in relation to the products supplied to us.

IX. Reservation of title, confidentiality

1. Should we provide the supplier with any parts, we shall reserve title to such parts. Any processing or reshaping by the supplier shall be carried out on our behalf. If the goods under reservation of title are processed together with other items that do not belong to us, we shall obtain co-ownership of the new item in the same ratio as that between the value at the time of processing of our item and the other items processed.
2. If the item we provide is inseparably mixed/combined with other items that do not belong to us, we shall acquire co-ownership of the new item in the same ratio as that between the value at the time of processing of the goods under reservation of title and the other mixed/combined items. If the mixing/combining is carried out in such a way that the supplier's item is to be regarded as the main item, it is deemed agreed that the supplier shall transfer co-ownership to us on a pro rata basis.

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3. The supplier undertakes to keep all illustrations, drawings and calculations strictly confidential along with other documents and information that the supplier receives. Furthermore, the supplier gives its assurance that it will use these documents only to process the order from ourselves and that they will not be used for any other projects. The supplier shall take all measures that are appropriate and necessary in order to prevent such knowledge becoming known to and exploited by third parties. The supplier undertakes to devote as much care to keeping the relevant information secret as it does with its own confidential information. A special obligation to maintain confidentiality must be imposed on all staff and employees during and after the term of their employment, unless this is already required of them under the terms of their contract of employment.
4. The supplier undertakes not to duplicate any documents that we provide for purposes of the collaboration and to automatically return all of them after the collaboration ends, together with any copies made. Any data collected and all copies must be deleted from all data carriers and destroyed. This shall not apply if such data and copies have to be kept by law.
5. The obligation to maintain confidentiality does not apply to knowledge that is in the public domain. Furthermore, it does not apply to the supplier's technical and commercial knowledge from the time when it came into the public domain unless this was due to a breach of contract on the part of the supplier. Furthermore, it does not apply to developments that are already known and therefore no longer secret.
6. This obligation to maintain confidentiality shall continue to apply even if the intended contract is not formed or has come to an end. The supplier shall bear the burden of proof for showing that the knowledge in question is generally known and in the public domain. Furthermore, the supplier must prove that technical and commercial knowledge has come into the public domain and that this is due to no fault on the part of the supplier.
7. For each culpable breach of these agreements the supplier shall pay a contractual penalty to be set at our discretion. In exercising our discretion we shall particularly consider the significance of the obligation that has been breached, the disadvantage we have suffered, any possible disadvantage in the future and the extent to which the supplier is at fault. Such a decision taken in this way may be examined by a court at any time. This shall not affect our right to claim further damages. However, they shall be set off against the contractual penalty.

X. Export control

1. The supplier promises that it will comply with all applicable export control regulations, national, European and US, including all European or US sanction lists and other personal embargos (collectively referred to as "export control regulations").
2. The supplier promises that it shall give automatic notice, indicating the specific AL or ECCN number, in the event that the goods to be delivered or their parts are mentioned in the export list, Annexes I and IV or in the CCL.

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3. The supplier must give us immediate written notice of all circumstances that come to its attention after the contract has been formed and which may provide grounds to suspect a possible or actual infringement of the export control regulations. If, once the contract has been formed, we become aware of circumstances that make it reasonable to assume a possible or actual infringement of export control regulation, we shall notify the supplier in writing.
4. In all cases where circumstances become known that make it reasonable to assume a possible or actual infringement of export control regulations we shall not be in default of acceptance until a reasonable amount of time has elapsed so that we have the opportunity to examine the matter.
5. If there should be any signs of actual infringements of export control regulations that cannot be rectified or excluded, we may withdraw from the contract in part or in full.
6. The supplier undertakes to indemnify us against all damage incurred if the supplier fails to perform or poorly performs its contractual obligations under this clause X and its sub-clauses. The damages shall also include compensation for all necessary and reasonable expenses that we incur or have incurred, particularly the costs and disbursements of any legal defence and any official penalties or fines.

XI. Place of jurisdiction and arbitration agreement, choice of law

1. If the supplier is domiciled in the EU or in the European Economic Area, the following applies:

The sole place of jurisdiction shall be Hamburg if the supplier is a businessperson (merchant), a legal entity under public law or a special fund or if the supplier has no general place of jurisdiction in Germany.

If the supplier is domiciled outside the EU or European Economic Area, then the arbitral court of the Deutsche Institution der Schiedsgerichtsbarkeit e.V. (DIS) (German Institution of Arbitration) shall have sole jurisdiction over all and any disputes arising from and in connection with contracts concluded based on these Terms and Conditions, and shall decide definitely on such disputes to the exclusion of ordinary legal recourse. The place of arbitration shall be Hamburg. The language of the case shall be German. If one of the parties is obliged to reimburse the other party with legal fees in connection with arbitral proceedings, then such fees are limited to the invoiceable costs as per the German Lawyers' Remuneration Act (Rechtsanwaltsvergütungsgesetz [RVG]).

2. All contracts shall be exclusively governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

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