

General Purchase Conditions KYOCERA Fineceramics Solutions GmbH

- 1. Scope**

Our general purchase conditions apply exclusively; we do not accept deviating or contradictory terms by the supplier, even where we have not expressly rejected these.
- 2. Order - Confidentiality**
 - 2.1 Orders, order confirmations and delivery schedules as well as alterations and additions to them must be made in writing.
 - 2.2 Delivery contracts negotiated verbally, by telephone or by fax will become effective after we have placed an order.
 - 2.3 Any illustrations, drawings, calculations, files, documents and other information provided by us must be treated confidentially. We reserve right of ownership and copyright for these. Written authorisation must be obtained from us prior to distribution to third parties
- 3. Delivery dates and periods**
 - 3.1 The agreed delivery dates and periods are binding, including the dates agreed within delivery schedules. Timely delivery is subject to the receipt of the goods at the place of delivery. Partial or entire deliveries prior to the agreed delivery time are subject to our prior written consent.
 - 3.2 If agreed delivery dates and periods are exceeded, we have the right to claim compensation for damages caused by the delay, provided the supplier cannot prove that the delay was not his fault. The acceptance of delayed delivery does not constitute a waiver of these rights.
 - 3.3 If the non-compliance with the delivery time is due to force majeure in the sense of unavoidable and unpredictable circumstances, which are beyond the control of the supplier, the delivery time will be extended in our reasonable discretion. Force majeure events include all forms of war and elemental disasters. Strikes, labor disputes, production failures, supply shortages or late delivery of any subcontractor are not considered to be circumstances of force majeure. The supplier shall immediately inform us in writing of the beginning and the expected end of such circumstances.
- 4. Scope of delivery**
 - 4.1 Unless otherwise agreed, all goods ordered shall comply with the material and raw material standards and quality regulations of the Federal Republic of Germany.
 - 4.2 On receipt of the goods, we have the right to inspect the quantity, dimensions, weight, properties and chemical composition of the goods.
 - 4.3 The quantities, dimensions, weights and composition stated in the dispatch or delivery note are only binding for us if they correspond to the data obtained during the inspection of the received goods.
- 5. Prices and payment conditions**
 - 5.1 The prices are stipulated in our order as well as the corresponding order confirmation from the supplier. The price is understood as fixed price delivered at place including insurance, packaging and shipping and any applicable statutory VAT in the current amount.
 - 5.2 Commercial terms and conditions shall be interpreted according to the Incoterms® 2010 of the ICC.
 - 5.3 Mutually recognized prices also apply to our subsequent orders, unless otherwise agreed.
 - 5.4 The payment is subject to the quantities, dimensions, weights, properties and chemical composition as determined by us upon receipt of the goods. If the delivery is faulty, we are entitled to retain the proportionate part of the payment amount until the contract has been duly fulfilled.
- 6. Transfer of risk, packaging and insurance**
 - 6.1 The risk of accidental loss and accidental deterioration shall pass to us upon receipt of the goods.
 - 6.2 The goods shall be properly packed according to custom and usage and shall be suitable for transport by land and water. The supplier bears all costs for packaging, including the costs for any return transport of packaging materials, loaned receptacles, containers etc..
 - 6.3 The goods shall be insured against all risks. The supplier bears all insurance costs.
- 7. Warranty and warranty claims**
 - 7.1 The supplier must adhere to accepted engineering rules, safety regulations and the agreed technical data.
 - 7.2 The supplier guarantees that the goods comply with the latest applicable regulations for the protection of the environment and health. The supplier further guarantees the conformity of the goods with the provisions of the (REACH) Regulation (EC) No. 1907/2006, as amended, and other relevant provisions on prohibitions and restrictions on chemical substances.
 - 7.3 The supplier assures that the goods delivered are the sole property of the supplier and not subject to any third party rights.
 - 7.4 The contractual condition of the goods is determined by the agreed upon condition which is suitable for the use stipulated in the contract. Acceptance is subject to the verification of accuracy and suitability of the goods.
 - 7.5 In case of a defective delivery we are entitled to request at our option from the supplier sorting out as well as rectification or supplementary delivery at supplier's costs. In the event that supplement performance fails, we are entitled to withdraw from the contract. The right to claim further existing statutory rights remains unaffected.
- 8. Export control - Country of origin of goods**
 - 8.1 Upon fulfilment of the contract the supplier is obliged to observe applicable statutory and official regulations and requirements.
 - 8.2 In particular the supplier shall ensure that no embargo regulations of the UN Security Council, the European Commission or any national legislation will be violated or disregarded.
 - 8.3 The supplier is solely responsible for the proper export of all delivery items from the country of dispatch and shall in particular obtain all necessary permits and indicate in writing in his offer the country of origin and the ECCN number of the materials, especially with respect to US Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR).
 - 8.4 The delivered goods shall meet the conditions of origin under the preferential trade arrangements of the EU, insofar as applicable in each individual case.
- 9. Anwendbares Recht, Gerichtsstand**
 - 9.1 Only German law applies under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
 - 9.2 Exclusive place of jurisdiction for disagreements between contract parties is Mannheim, if the customer is a merchant, a legal person of public law or a special asset, or if the customer does not have a place of jurisdiction in Germany. We do however reserve the right to proceed against a customer who does not have a general place of jurisdiction in Germany within other courts of our choice.

April 2020