



Conditions of Purchasing
for
AVERY ZWECKFORM GMBH
(July 2013)

1. **Conditions of the supplier deviant hereof**, which have not been formally accepted by us in writing, are not binding for us even if we have not objected to them..
2. The **period stipulated for delivery** is considered to be **bindingly** agreed. Accordingly, in case of delivery later than the due date, we are not obliged to grant a period of grace but are allowed to immediately cancel the purchase. We are entitled to keep part deliveries and cancel the remaining obligation from the purchase. In case the delay is within the responsibility of the supplier or he did not inform us on the delay in time, (although this would have been reasonable), we are entitled to claim damages.
3. Costs arising for **dispatch, packaging** and for **transport insurance** will only be covered by us if this was explicitly agreed..
4. We are entitled to raise a claim within 2 weeks after receipt of goods, in case of hidden defects within one week after discovery..
5. **Delivery Address and opening hours**
Post:
post box 1233
D-83602 Holzkirchen/Obb.
Germany
Piece goods and full truck loads:
AVERY ZWECKFORM GmbH
Zentrale Warenannahme
Miesbacher Straße 5
D-83626 Oberlaindern/Valley
Germany

Monday to Thursday
7.00 am – 03.00 pm
Friday 7.00 am – 12:00 am
6. **Invoices** and **packing lists** are only considered to be in **proper form**, if we receive the original and one copy and if the documents contain all information necessary for a proper receiving inspection and transaction. Minimum requirement for this data is our Purchase Order number.
7. Agreed **payment periods** start to **run** only when a proper invoice has been received. In case the goods have been received later than the invoice, the date of goods receipt is critical for the commencement of the payment period.
8. The supplier **guarantees** that the merchandise ordered complies with all legal and official requirements in force for its operation and utilisation and does not offend against third-party rights.
9. **Place of delivery** for the shipment is the place where the merchandise has to be delivered according to our purchase order.
10. **Place of Jurisdiction** for all disagreements arising from our purchase orders is **Munich (Germany)** if the supplier is a tradesman, a public corporation or a public authority.
11. Exclusively **German Law is applicable** to the privity of contract (except for international trade law).
12. (1) In case of delivery including installation or assembly and in case of services, the risk will be passed on final acceptance of the goods. In case of delivery without installation or assembly, the risk will be passed on receipt of the goods at the point of delivery indicated by the purchaser.
(2) As long as nothing else is agreed, transportation costs are at the expense of the seller. In case of pricing term ex works or ex seller warehouse, transportation has to be arranged at the lowest available cost unless no special mode of transport was indicated by the purchaser. Extra costs which are due to the seller not complying with shipping instructions, are at the expense of the seller. In case of pricing term free domicile, also the purchaser may decide on the shipping mode. Extra costs arising in order to keep a delivery date – e.g. express shipment – are at the expense of the seller.
(3) Each shipment has to be accompanied by packing lists or delivery notes indicating content and full details of the purchase order. The consignment itself has to show the same data.
13. (1) The seller is obliged to grant warranty for one year for his shipments and services. The warranty period starts on transfer of perils (no. 12, para. 1). In case of deliveries to places outside the premises of the purchaser, the warranty period starts with the acceptance of the goods by the customer of the purchaser. It ends latest two years after transfer of perils.
(2) All defects discovered before or during transfer of perils or occurring during the warranty period have to be settled by the seller at his own expense and according to the wish of the purchaser. Alternatively, the seller may provide a new shipment or service without any defects. This also applies to services which have only been checked by spot tests.
(3) In case the seller does not accomplish the removal of defects or the compensation delivery or service within an appropriate period of time to be indicated by the purchaser, the latter is entitled to withdraw from the whole contract or from parts of it without any additional costs or to claim for price reduction or to arrange for rectification of defects or compensation delivery at the expense of the seller or to claim for damages for non-performance. The same applies if the seller declares himself to be unable to arrange for removal of defects, compensation delivery or services within an appropriate period of time.
(4) In case the shipment arrives with delay and the purchaser requires an immediate rectification of defects in order to avoid a delay in delivery to his customer or due to other priorities, he may arrange for rectification of defects at the expense of the seller without having to set a time limit.
(5) The claims described above come under the statute of limitation after one year following the notice of defects.
(6) Further legal claims are not affected by the above.
(7) Notice of defects may be claimed within a month following the shipment or service resp. following its discovery in case the defect was revealed only upon start of

processing or upon putting the merchandise into operation.
(8) Above provisions are to be applied accordingly for elimination of defects.
(9) The seller is to bear the costs and risks for returning defective goods or services.

14. The passing-on of orders to third parties is inadmissible without written consent by the purchaser and entitles the purchaser to withdraw from the whole contract or from parts of it resp. to claim damages.
15. The following applies additionally for services of assembly, reconditioning and other manhours:
(1) For the execution of all works, the seller has to obey the provisions of his professional association as well as all provisions for prevention of accidents. He alone bears the responsibility and liability for all accidental losses to be caused by him, his representatives or agents. He will discharge the purchaser from all claims for damages the purchaser may receive due to the seller not delivering or providing the service which was agreed by contract.
(2) The seller and his representatives or agents are responsible themselves for the careful and safe storage of their property which has been incorporated into the plant equipment of the purchaser. The purchaser is not liable for a loss.
16. Avery Zweckform does not tolerate child labour for the manufacturing of goods or other business activities. The

employees may not be younger than 15 years (resp. 14 years if the manufacturing country allows so). In manufacturing countries where the minimum age is above 15 years, no employees may be employed who are younger than the minimum age in which compulsory education ends.

17. Avery Zweckform does not tolerate forced labour or unlawful forced labour in prisons. The supplier has to employ his staff on a voluntary basis. Avery Zweckform does not accept any product to be delivered by a supplier who employs forced labour convicts for manufacturing or other business activities.
18. Avery Zweckform approves of cultural differences and the coexistence of different regulations in the various countries. However, we are of the opinion that all working conditions should be based on the individual's ability of the execution of his duty and not on personal characteristics or convictions. Avery Zweckform favours suppliers who have devoted themselves to their social and political responsibility to protect human rights and who do not discriminate against their employees due to birth, colour of the skin, descent, sex, religion, handicap or a similar cause when recruiting new staff or by lower working conditions.

Confirmation:

Place/Date

Stamp/Signature