

## General purchasing conditions of Yamato Scale GmbH, Version 1.8 as at: 28.03.2012

Yamato Scale GmbH, Hanns-Martin-Schleyer-Str. 13, 47877 Willich

### § 1. General conditions

§ 1.1. Only these conditions apply to all orders made by Yamato Scale GmbH – hereinafter referred to as Yamato – unless something different has been expressly arranged. The conditions of the contractor in their general terms and conditions or order confirmation are hereby expressly rejected. The general purchasing conditions of Yamato have sole application upon acceptance of the order. The acceptance without reservation of order confirmations or deliveries does not entail recognition of such conditions.

§ 1.2. Upon the initial delivery of these purchasing conditions, the supplier accepts their sole application for all further orders.

§ 1.3. Orders are binding if they are made in writing or have been confirmed in writing. The purchase can only be accepted within 7 days, unless something else has been arranged.

§ 1.3. Orders are only binding if they have been made by the responsible person(s) of the purchasing department. An order only becomes binding in connection with a Yamato purchase number (PO no.).

§ 1.4. The contractor will send Yamato a written order confirmation within seven days, including the order number, good and delivery date.

§ 1.5. German or English is the language used.

### § 2. Dispatch and delivery

§ 2.1. The delivery is made on the agreed dates in accordance with the order or the subsequent instructions given by Yamato.

§ 2.2. The contractor must comply with the regulations for dispatch. The order and item numbers of Yamato must be given in all dispatch papers, letters and invoices, and so must the customs tariff and approximate net weight for orders within the EU.

§ 2.3. The contractor bears packaging costs, insurance and all other ancillary costs. Unless anything else has been expressly agreed to, EXW applies.

### § 3. Delivery deadlines, delivery dates, penalty for late delivery

§ 3.1. The delivery deadlines or dates in orders are binding and relate to delivery to the place of fulfilment.

§ 3.2. If the contractor misses the delivery date in the order, then the contractor must pay Yamato a penalty of 0.5 % of the total order value per working day commenced, though no more than 5 % of the total order value.

§ 3.3. Yamato is entitled to refuse to accept goods delivered on a different date to the one specified in the order and to send it back to the contractor or to store it with third parties, the risk and the costs of such action are borne by the contractor.

### § 4. Quality and acceptance

§ 4.1. The contractor assures that the good conforms with the contract specifications submitted, relevant standards and the state of the art. The contractor defines the dimensions of the good independently so that the good can continually withstand intended occurring static and dynamic loads. The contractor is responsible for ascertaining the loads.

§ 4.2. Yamato reserves the right to test the good for damage immediately upon receipt and only then to accept it. In case of a complaint, the contractor can be charged with the costs of the test and the replacement delivery. The time period permitted to give notice of any kind of deficiency is 14 days after its discovery. During the warranty period, the contractor agrees not to object to late notification of hidden defects.

§ 4.3. The dimensions, weights and quantities of a delivery determined in the incoming goods check are binding.

§ 4.4. Machines and systems supplied must comply with the applicable standards, directives and safety regulations, as well as the current state of technology, in particular: 2006/42/EC, 2006/95/EC, EN60204-1 (2007), EN ISO 12100-1 (2004), EN ISO 13850, EN 415-4, EN 619, EN 1672-2.

§ 4.5. If a contractual penalty is imposed due to late delivery, the entitlement to the contractual penalty remains even if the claim was not expressly made upon acceptance of the delivery. Any other claims can also be made even if reservations are not expressed upon acceptance.

§ 4.6. The contractor assures that the good to be delivered complies with the information given in our specifications. The performance data specified in the order are guaranteed qualities.

### § 5. Prices and invoicing

§ 5.1. The arranged prices are maximum prices.

§ 5.2. Invoices have to include the order number (PO no.), project number, article number and, if there is one, the serial number of the weigher. For deliveries within the EU, the customs tariff number and the approximate net weight have to be given. VAT has to be shown separately. The delivery note has to be included in goods deliveries. Invoices which deviate from this can be sent back to the contractor.

§ 5.3. Payment is made provided delivery is made properly and the price and calculations on the invoice are correct. If a deficiency is discovered that comes under the warranty, Yamato is entitled to withhold payment until performance under warranty is performed.

§ 5.4. Method of payment:

Provided that the credit information is positive, the following is agreed to:

30% advance payment, payable 30 days from invoice date

60% payment after delivery, payable 30 days from invoice date

10% payment after acceptance, payable 30 days from invoice date

§ 5.5. The prices include the documentation of the scope of supply by drawings/part lists/instruction manual and spare parts lists on paper and electronic media each two times in German, English and within the EC additionally in the national language of the operator.

### § 6. Setting off and transferral

§ 6.1. The contractor is only entitled to set off undisputed or legally binding and enforceable claims.

§ 6.2. The transferral of claims against Yamato is only effective if they provide their written consent.

### § 7. Warranty

§ 7.1. The warranty obligation of the contractor is in line with statutory regulations unless any other regulations follow. The contractor shall indemnify Yamato upon their first request from all claims by third parties, arising from deficiencies, breach of third-party protective rights or product damage of his delivery due to his contribution to the issue. The contractor assures that he will maintain a suitable product liability insurance policy.

§ 7.2. The warranty period is at least 24 months from delivery to the place of fulfilment. If the statutory period is longer, then this applies.

§ 7.3. If a delivery is deficient, then the contractor must, at Yamato's discretion, make a replacement free of charge, grant a price reduction in accordance with statutory regulations regarding the reduction or correct the deficiency free of charge. In urgent cases Yamato is entitled – after consulting the contractor and at the contractor's expense – to rectify the deficiency themselves or to have a third party make the rectification or to make a replacement in another way. The same applies if the contractor is late in the fulfilment of his warranty obligation. If, in accordance with the static testing procedure described in the order, the maximum error proportion is exceeded, Yamato is entitled to make a warranty claim concerning the entire delivery, or to check the entire delivery following consultation with the contractor at the contractor's expense.

§ 7.4. The contractor is liable for replacement deliveries and repair work to the same extent as for the original delivery item, so also for all costs relating to transport and labour without restriction. The warranty deadline for replacement deliveries begins at the earliest upon receipt of the replacement delivery.

§ 7.5. The contractor must reimburse appropriate costs for a recall campaign under product liability law.

### 8. Confidentiality

§ 8.1. Drawings, drafts, samples, manufacturing regulations, internal company data, tools, facilities, etc. which we have passed to the contractor to make an offer or which were produced by the contractor to carry out the order remain our property. They are not permitted to be used, duplicated or made accessible by third parties for other purposes. Irrespective of any entitlement to damages, the contractor agrees to pay a contractual penalty of € 5,000 for every breach of this agreement.

§ 8.2. Information that must be provided by law or that is requested by state bodies may be given.

### 9. Third-party protective rights

The contractor affirms that third-party rights do not stand in the way of proper use of the purchased good, and in particular third-party protective rights are not breached. However, if a claim is made against Yamato regarding a possible breach of third-party rights, e.g. copyright, patent rights and protective rights, the contractor will indemnify him from this and any performance related to it.

### 10. Data privacy

The contractor declares that he allows the personal data he has provided to be used for the respective order in accordance with legal provisions. This can be revoked.

### 11. Termination of the contract

We reserve the right to terminate the contract if urgent, technical or business reasons require it. In such cases the contractor is entitled to a proportion of the remuneration agreed to according to the work which can be proven to have been completed. Such reasons also allow us to request that work is temporarily suspended.

### 12. Salvatory clause

Should individual provisions of these general terms and conditions be or become void or legally ineffective, then the remaining provisions shall be unaffected hereby and remain valid and effective.

### 13. Place of fulfilment, place of jurisdiction and applicable law

The place of performance for both parties is Willich.

The sole place of jurisdiction for all disputes is Krefeld for business persons. However, Yamato is entitled to file a suit against the contractor at the contractor's legal place of jurisdiction.