

Purchasing and supply contract

supplier: «OrganisationsNr»	purchaser:	Purchaser:
	CONMETALL GmbH & Co. KG	CONPAC GmbH & Co. KG
	<i>Postfach 2126 29261 Celle</i>	
	Hafenstr. 26 29223 Celle	Hafenstr. 31 29223 Celle

All negotiations are exclusively managed by the purchaser CONMETALL GmbH & Co. KG, Hafenstr. 26, 29223 Celle and they also apply completely to the purchaser CONPAC GmbH & Co. KG. Offers to the purchaser CONPAC GmbH & Co. KG are invalid.

1. Effectiveness of the agreement:

The purchasers only buy on conditions of this purchasing and supply contract that also applies to coming deliveries without any further notification for coming deliveries. The supplier accepts it with his first carrying-out order. The customers will not acknowledge opposite or deviating conditions of the supplier unless they have expressly approved of them in writing.

2. Warranty:

Supplier's quality protection assures the purchasers that all his delivered and charged articles comply with the legal rules which are valid at delivery day. The supplier performs years warranty beyond legal guaranty obligation from the date of purchase of the ultimate consumer on. Wear and provable wrong application are excluded from this special ruling. The supplier is liable for the purchasers in principle. In order to repay prospective demands of guarantee the supplier has to effect adequate insurances.

Purchasers are entitled to return articles if there are warnings in publicity or in the media that purchase or application of them is or might be dangerous for healthy or security.

The customers will have two weeks time from receipt of the goods at their place for their duty to examine the goods and give notice of obvious defects. Goods which give cause for complaint will be surrendered to the supplier on the purchaser's premises free of charge or on request sent back against reimbursement of costs provided that no immediate exchange takes place. Should costs arise to the customers by returning the goods from their distribution places these will have to be borne by the supplier or the supplier can be approached for assertion of damages. The purchasers receive a credit note for the recalled goods within 2 weeks from the supplier. If this appointed time is not kept purchasers are allowed to take this credit into account against deliveries of goods. Substitute deliveries for returned goods are only to carry out on request of the purchasers.

3. Product liability:

With regard to the contracted products the supplier exempts the customers from all claims under the manufacturer's liability and the product liability law and the supplier is in that responsible for defects occurring. This does not apply if the damage can be proved to be caused by culpable conduct of the customers.

4. Trademark rights:

The supplier will exempt the customers themselves and their customers from claims of third parties from violation of copy rights, trademarks, or patents unless the design of an object supplied has been made by the customers.

5. Copyrights:

The supplier is not allowed to make alterations of the product or the packaging without approval of the purchasers. All rights on illustrations, samples, patterns and markings (of packaging, goods etc.) are exclusively reserved to the purchasers as far as the purchasers make them available or if they have been worked out together with the supplier. It is not allowed to make them available for third persons without the purchaser's approval. They have to be sent back immediately after application.

6. Use of trade names:

If goods are returned or not accepted by the customers and if the goods bear the customer's trade name or logo, it is not allowed to sell those goods to third parties.

7. General agreements:

- a) Invoices, credit notes, bonus remunerations etc. are issued separately to each purchaser.
- b) For every order a single invoice has to be prepared.
- c) In principle order confirmations, delivery notes and invoices have to contain supplier number, purchaser's order number and every specified article purchaser's article number (they are entitled on each order). Succession of the ordered articles has to be kept in invoices and delivery notes.
- d) Delivery dates are exactly determined by the purchasers. Set dates are understood „fix“ (HGB §376) arriving here. Delivery deficiencies over one day that lead provably to shortages result in the charge of the gross yield deficiency by the purchasers.

Orders have to arrive punctual and complete here in Celle in consideration of the supplier's delivery time. It is not allowed to pass over or to remain under ordered quantities. Part deliveries in exceptional cases (e. g. by Act of God) have to be co-ordinated with the purchasers. Subsequently residues have to be delivered promptly. Unimportant residues which will not be delivered have to be marked on the delivery note.

The purchasers reserve the right to charge the supplier with the developing costs by non-observance of item 4a-4c. Concerned invoices are sent back for correction. The discount period starts on receipt of the corrected invoices.

8. Appurtenances/Quality control sheets:

Provided labels, cases, cards or similar appurtenances of the purchaser will be charged at prime cost. The supplier may re-debit these items without any surcharge.

At termination of cooperation the supplier is entitled to redeliver these packaging material, as far as the material is situated in impeccable condition. The redelivery takes place free domicile. The package material will be charged at same prices – without any surcharges – as it was charged by the suppliers.

If there are new prices at appurtenance within the period of validity of the purchasing and supply contract the following is effective: Immediately after the first delivery and charging of the appurtenance with new prices, the prices in the invoice change analogous with the first delivery of goods of the supplier.

Instructions for labels or stamps (quality control sheets) which have been put at the supplier's disposal have to be used.

The supplier supervises his stock on hand of labels, cards, cartons etc. delivered by the purchasers. Possible repeated orders have to take place with a preparing time of 8 weeks in advance.

9. EAN distinguish mark:

The supplier furnishes the articles marked with an „x“ in the enclosure with the EAN code. The supplier is liable for rightness, correct set and readability of the EAN code on the goods.

The question of delivery of the EAN labels is regulated in the current price and condition contract.

10. Terms of delivery:

Delivery arrives free domicile at the goods reception department (behind first lockable door). All costs and risks are at the supplier's charge. Basically goods are accepted without any accurate control and possible complaints resulting from it.

The particular delivery addresses are regulated in the current price and condition contract.

11. Instructions of delivery:

- a) Deliveries only on undamaged pallets in conformity with DIN 15146 part 2 (1200 x 800 mm).
- b) Neither goods nor any wrapping are allowed to jut out at any side of the pallet.
- c) Overall height: max. 975 mm; Don't use wire mesh box pallets!
- d) Maximum weight: 600 kg per pallet and 25 kg per single packaging!
- e) Single packaging (cartons, bags, rolls a. s. o.): Each has to be marked with our article number and content!
- f) Dispatching units have to be marked as shown in the example below. Mixed pallets have to be marked as such ones with a separate label!
- g) Consignments, covering two or more different orders, must have separate delivery notes for each order. The documents have to show:
 - supplier no. (shown on our order sheet)
 - order no.
 - article no. (per position)
- h) The packing lists for each consignment have to show the information as shown in the example below.
- i) We prefer to get clean pallets, not mixed with different articles, unless the quantity is not big enough.
- j) The accompanied documents have to be handed over separate as well as the freight papers. It is not allowed to attach them on the pallets or cartons!
- k) **All expenses appearing in case of non-compliance to the above rules, we are forced to place to your account.**

Example for packing list to item 8 h)

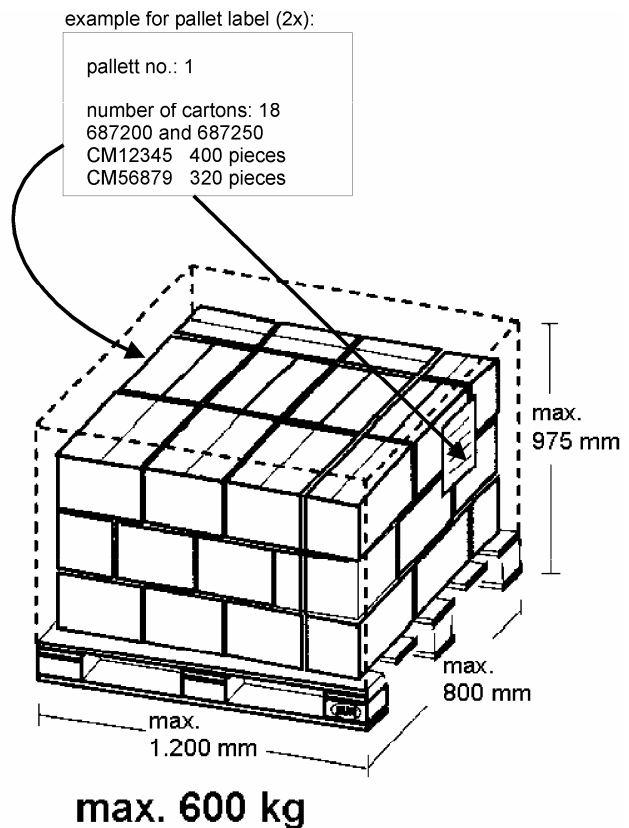
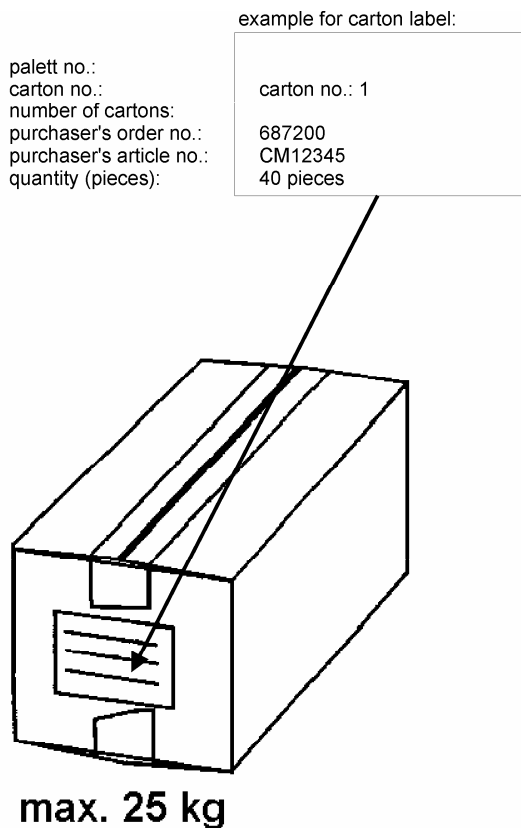
PACKING LIST

supplier no.:
date:

consignee: CONMETALL GmbH & Co. KG, Hogrevestraße 2, D-29223 Celle

pallet no.	number of cartons per pallet	carton no.	our article number	quantity	order no.
1	2	1	COX100180	200	687200
			COX100180	200	687250
		2	COX100200	320	687200

Example to item 11 g)



Mixed pallets have to be marked as such ones with a red label „mixed pallet“.

12. Other agreements:

13. Validity:

This purchasing and supply contract is valid for an indefinite time. Both partners (supplier and purchaser) may terminate it at the end of the valid price and condition contract with a period of three months in advance.

The current price and condition contract is part of this purchasing and supply contract. It is prolonged automatically if it is not terminated three months before expiration, or if it is replaced by a new contract. New price and condition agreements take effect after a period of three months in principle.

Contracts of purchase, which were concluded before new price and condition contracts take effect, have to be performed at prices of the previous contract as far as it is a price increase. A new price and condition contract comes into force the mentioned set date as soon as it is signed and submitted to both partners (supplier and purchaser). Price reductions and improved conditions (in the purchaser's view) are valid from the day the new offer is received or the oral agreement is concluded. This also applies to contracts of purchase which have been concluded before and have not been carried out.

14. Final remarks:

This contract is also valid for articles which are not listed by the purchasers. For all agreements between purchasers and supplier the German law is effective especially the provisions of the German Civil Code and the Commercial Code. As place of jurisdiction for disputes resulting from this contract Celle is agreed.

Salvatorian Clause:

Should one of the regulations agreed above be completely or partly inoperative this does not concern the effectiveness of the other Conditions of Sale and Delivery. The parties agree that such an inoperative regulation is to be replaced by one which is most similar to the sense of the inoperative one.

date

stamp/signature (purchaser)

stamp/signature (supplier)