

Zeppelin Systems UK Limited

General Purchasing Conditions Zeppelin Systems UK Limited Little Oak Drive – Sherwood Business Park – Annesley Nottingham – NG15 0EB

- 1.0 Interpretation**
- I. The “Buyer” means Zeppelin Systems UK Limited
- II. The “Seller” means the person, firm body, or company selling the good and/or providing the Service is the Buyer.
- III. “Delivery” means the date notified that the Goods and/or Service (in total or in part) is available for collection by the Buyer or actual delivery according to the applicable terms.
- IV. The “Goods” means the goods (inclusive of the software storage media but not of the Software) or any part thereof described in the Order and agreed to be supplied under the contract.
- V. The “Services” means the service of design and/or installation and supervision thereof and/or commissioning as may be ordered by and agreed with the Buyer pursuant to or in connection with the order.
- VI. The “Contract” means any contract for the purchase of goods and or services by the Buyer from the Seller.
- VII. The “Order” means the Buyer’s Instructions to the Seller to supply the Goods and/or provide the Services.
- VIII. The “Software” means the software program licensed by the Seller to be used with the Equipment.
- 2.0 Existence of Contract**
- 2.1 The Purchase Contract shall incorporate the Order and any specifications, drawings, or conditions referred to in it, the conditions set out below and all terms and conditions implied by law. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Seller. Any conflicting terms and conditions of business or reservations issued by the Seller at any time will not be accepted unless they have been approved explicitly by the Buyer in writing for each case.
- 2.2 Where special conditions are stated in the Contract those conditions shall apply equally with those herein. If there are any inconsistencies between such special conditions and those herein the Special Conditions shall prevail.
- 3.0 Purchase Order**
- 3.1 The purchase order and any amendment thereof shall be affected in writing. In case of doubt, the statements made during verbal discussions or telephone conversations will only be binding if they have been confirmed in writing.
- 3.2 Every purchase order and amendment thereto must be confirmed by the Seller in writing.
- 4.0 Price and Payment**
- 4.1 The price shown in the purchase order is a fixed price.
- 4.2 Unless otherwise agreed upon in writing payment will be affected by the Buyer within 60 days from month end and receipt of a verifiable invoice.
- 4.3 Payment of invoices shall not implicitly mean that the conditions and prices have been accepted. The date of the payment shall not have any influence on the Seller’s warranty and on the Buyer’s rights for making claims.
- 4.4 The Buyer will be entitled to the legal rights for offset of claims and retention.
- 5.0 Freight and Transport Documents**
- 5.1 Unless otherwise agreed upon in writing the price will include delivery to the place of destination indicated by the Buyer in the purchase order including all additional costs and packing charges. Furthermore, the Buyers’ instructions for packing and shipment shall be observed.
- 5.2 The goods shall remain at the Seller’s risk until delivery is affected in accordance with the Order.
- 5.3 The seller shall be obliged to indicate all information contained in the purchase order, especially the purchase order number on all shipping documents and delivery notes.
- 6.0 Amendments and Termination of the Order**
- 6.1 The Buyer will be entitled to request amendments after order placement. The Seller shall be obliged to inform the Buyer on any possible consequences resulting from the amendment immediately upon receipt of the respective instruction.
- 6.2 In the event of any breach of any of the Conditions of the Order the Buyer may give seven days written notice to the Seller to take steps to remedy such breach to the Buyer’s satisfaction. Should the Seller fail to comply with such notice, the Buyer, without prejudice to any other rights or remedies may terminate the Order by further notice in writing.
- 6.3 In the event of the Seller becoming insolvent, being declared bankrupt or going into liquidation or if any receiving order or administration order is made against the Seller the Buyer may forthwith terminate the Order by written notice to the Seller, without prejudice to any other rights or remedies the Buyer may have.
- 6.4 The Buyer may at any time give 14 days’ written notice to terminate the Order. In such case the Buyer will reimburse the Seller for the supplies and services which have been affected prior to termination inclusive of the calculated profit for the share. The Buyer will not, however, reimburse the total profit resulting from the complete transaction. The Seller shall be obliged to inform the Buyer on any possible consequences resulting from the suspension immediately upon receipt of the respective instruction and include respective documentary proof. In the event of such termination any materials for which payment has been made to the Seller shall become the property of the Buyer who shall be entitled to take immediate delivery of such materials.
- 7.0 Shipment and Issue of Invoice**
- The invoice shall only be addressed to the Buyer following shipment of the goods. The Buyer shall only proceed with any invoice if the purchase order number shown in the purchase order has been marked on it in accordance with the order instructions. Furthermore, the part numbers, the job number as well as any drawing numbers, if applicable, must be indicated on the invoice.
- 8.0 Delivery Date and Delay in Delivery**
- 8.1 The Seller shall make delivery to the place named on the Order. Dates and delivery periods shall be binding. If a delivery time has been agreed upon it will start on the day of issue of the purchase order.
- 8.2 The Seller shall be obliged to inform the Buyer immediately and in writing in any circumstances which may occur or be foreseen, and which result in a delay in the delivery time agreed upon.
- 8.3 In case of a delay in delivery the Buyer will be entitled to liquidated damages of 1% of the order value for each week that has begun after the agreed delivery date, however, amounting to a maximum of 10% of the total order value and without prejudice to any other legal rights or remedies of the Buyer.
- 8.4 Partial deliveries shall only be acceptable with the explicit, consent of the Buyer.
- 8.5 If the goods are supplied before the date agreed upon the Buyer will be entitled to postpone the value date for the invoice to the delivery date which had been agreed upon and/or to store the goods up to this date at the supplier’s cost.
- 8.6 The Seller shall free of charge expeditiously either replace or repair any Goods damaged or lost in transit.
- 9.0 Inspection and Rejection**
- 9.1 The Buyer and the Buyer’s representative shall be entitled to inspect any of the Goods at the Seller’s premises prior to dispatch and to inspect the Seller’s quality control procedures and records relating to the Goods. Such inspection shall not relieve the Seller of any responsibilities of liabilities under the Order.
- 9.2 The Buyer may by written notice to the Seller reject any of the Goods and/or Services which fail to meet the requirements of the Order. Such notice shall be given within a reasonable time after delivery of the Goods concerned. Seller shall at the Buyer’s option, either repair, replace or give credit to the Buyer regarding the Goods concerned.
- 10.0 The Goods**
- The condition 10 applied to the Goods to be supplied by the Seller both where the Order relates only to the supply of Goods (without provision of Services) and where the Goods are supplied as part of, or incidental to, an Order involving the provision of Services.
- 10.1 The Goods shall be fit for the purposes for which they are intended, be of merchantable quality, free from defects in material, workmanship, and design, and shall conform in every respect to the Order and to the specification, drawings, samples, and descriptions furnished or accepted by the Buyer and any variation thereto.

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10.2	The Goods shall conform in all respects with the requirements of any statutes, orders, regulations, by laws or European directives from time to time in force and in particular the Seller undertakes to comply with and fully indemnify the Buyer against breaches of all relevant provision of Health and Safety laws as amended from time to time.		
10.3	The Seller undertakes, at the Buyer's option, either to repair, replace or refund the cost of any of the Goods which fail or are found to be defective within a period of 12 months from the date of deliveries, at the Seller's own expense.		
10.4	The supplier's warranty obligations will remain unaffected by the acceptance of deliveries and/or service.		
11.0	The Services		
11.1	The services shall be performed with the utmost care in accordance with the best professional standards, be free from defects in material, workmanship, and design, and shall conform in every respect to the Order and to the specifications, drawings, samples, and descriptions furnished or accepted by the Buyer and any variations thereto.		
11.2	The Services shall conform in all respects with the requirements of any statutes, orders, regulations, bylaws, or European directives from time to time in force and in particular the Seller undertakes to comply with and fully indemnify the Buyer against breaches of all relevant provision of Health and Safety laws as amended from time to time.		
11.3	The Seller undertakes at the Buyer's option, either to repair, reinstate, replace, give credit for or refund the cost of any of the Services which are found to be defective within a period of 12 months from the date of completion of the work at the Seller's own expense.		
11.4	The Seller shall perform the Services and the Buyer shall allow the Services to be performed at the time specified in the Order such time to be of the essence. However, neither Buyer nor the Seller shall be liable for any failure to perform (or allow the performance as the case may be) of any of the Services to the extent that such failure arises from any cause beyond the control of the Buyer or the Seller as the case may be. Where the Seller, owing to causes beyond his control, is unable to perform the Services at the time specified in the Order or within reasonable time thereafter, the Buyer may by written notification to the Seller release himself from (and relieve the Seller of) any or all of his obligations under the Order.		
12.0	Indemnity		
12.1	The Seller without prejudice to the Buyer's other rights and remedies indemnify the Buyer against all claims, damages, losses, costs, and expenses in respect of any damages to property or any injury or sickness (whether fatal or otherwise) to any person which result from:		
I.	The Seller's failure to comply with any terms of the Order.		
II.	The Seller's performance of the Order (whether negligent or otherwise)		
III.	From any defects in any of the Goods of their material, construction, workmanship, or design (where the sign is the Seller's responsibility)		
IV.	From any defect in the Services performed		
V.	From any requirement for product recall		
12.2	The Seller shall indemnify the Buyer against all indirect or consequential liability.		
13.0	Insurance		
	The Seller must take out and maintain at his costs with a reputable insurance company public liability insurance against any damages which are caused either by himself or by his vicarious agents. Upon request, he shall provide documentary evidence of such insurance showing the amounts insured per event. Taking out the insurance and providing the proof will, however, not restrict the extent of the supplier's contractual and legal liability.		
14.0	Infringement of Industrial Property Rights		
	Except to the extent that the Goods are made up in accordance with designs provided by the Buyer the Seller will be liable for ensuring that no industrial property rights of any third parties will be infringed by delivery and use of the goods or services. Any		
			license fees for avoiding the infringement of industrial property rights or elimination of these shall be borne by the Seller.
15.0	Title in the Goods		
	Title in the Goods shall pass to the Buyer on delivery or on payment of the invoiced price, whichever is the earlier. The Buyer will not accept any extended or prolonged reservations of proprietary rights.		
16.0	Set-off		
	Passing claims towards the Buyers account or setting them off shall only be accepted by the Buyer if these claims are uncontested and if they have been identified as final. The same shall also be valid for the right of retention.		
17.0	Packing		
	The Goods shall be packed and marked in a proper manner and in accordance with the Buyer's instructions and in accordance with any statutory requirements or requirements of the carriers.		
18.0	Secrecy Clause, Return of Documents		
18.1	All documents with which the Buyer has provided the Seller remain the property of the Buyer and shall be treated as confidential. Access to these documents must not be allowed to any third parties unless the Buyer has given their prior approval. Upon completion of the order all documents may have to be returned to the Buyer free of charge upon written notification. The Buyer reserves the industrial property rights for all documents handed to the supplier. The complete know-how of the Buyer and all other business or company secrets which may come to the Seller's knowledge prior to or during execution of the contract have to be kept secret by the Seller and must not be passed on to third parties.		
18.2	The Seller shall be liable for any damages which arise to the Buyer due to violations of these secrecy obligations.		
19.0	Advertising Material		
	For reference to the business relations with the Buyer in any informative and/or advertising material the explicit written approval of the Buyer will be required.		
20.0	Assignment and Sub-Contracting		
	The supplier shall not transfer his contractual obligations to any third parties without the explicit written approval of the Buyer. Any such permitted assignment or sub-contracting shall not relieve the Seller of any of its responsibilities under the order.		
21.0	Health and Safety		
21.1	Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use, maintenance and repair, and with any necessary warning notices clearly displayed.		
21.2	The Seller agrees before delivery to furnish the Buyer in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods or Services supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Buyer will rely on the supply of such information from the Seller in order to satisfy the Buyer's own obligations under the Health and Safety at Work etc Act 1974 and the Control of Substances Hazardous to Health Regulations 1988 and other relevant legislation.		
22.0	Applicable Law, Place of Jurisdiction		
22.1	The contract shall be governed by English Law and the Seller consents to the exclusive jurisdiction of the English courts in all matters regarding it except the extent that the Buyer invokes the jurisdiction of the courts of any other country.		
22.2	Clauses which are standard commercial practice have to be interpreted in accordance with the relevant current Incoterms.		
22.3	The application of the UN Sales Law Agreement dated 11.04.1980 will be explicitly excluded.		