1. Scope: Defining Terms and Conditions; Conclusion of Contract; Conflictual Agreements

1.1 The following Terms and Conditions shall apply exclusively to orders and contracts of 20% of ZPS. On conclusion of this offer, the contract terms constitute the sole legal document. If and to the extent that conflicts occur between the following terms and conditions of ZPS, the following conditions shall apply:

1.2 The general terms and conditions of the supplier shall only apply insofar as they are in agreement with the following Terms and Conditions. Deviating or supplementary terms and conditions of the supplier shall not become part of the contract even if ZPS has been aware of these conditions. The supplier shall provide ZPS with all information in order to determine whether the above conditions are in line with ZPS's requirements.

1.3 If the supplier is unable to execute the order or contract as a whole as a result of circumstances beyond its control, he is entitled to withdraw from the contract. The supplier shall be obliged to inform ZPS accordingly. ZPS may then either agree to the order as modified or seek compensation for its losses or terminate the contract.

2. Offers; Offer Documents

2.1 All offers made by ZPS (order) may only be accepted by the supplier within a period of seven (7) calendar days after receipt of the offer. Beyond this period, ZPS and the supplier shall be released from all further obligations.

2.2 The supplier shall send to ZPS the offer from which the property of 20% shall be derived exclusively to receive the offer in writing. Any other documents must be signed by the supplier and enclosed with the offer at his request.

3. Right to Make Changes; Delivery Dates; Delivery Default; Partial Delivery

3.1 Even after conclusion of contract, 20% is entitled to inform the supplier of any desired changes. If, as a result of taking into consideration the desired changes, the delivery or service period is extended, then 20% shall immediately inform the supplier thereof and the supplier shall be entitled to refuse to execute the contract.

3.2 The delivery default and delivery periods are limiting and must be observed. If, after passing the agreed delivery period, 20% is not able to perform its obligations, the supplier shall be entitled to demand immediate performance or to terminate the contract. If the delivery period cannot be extended, the contract shall be terminated. If the supplier agrees to performance in the future, the supplier shall be entitled to demand a corresponding guarantee in the future.

3.3 If the goods/service ordered are delivered/performed or handed over early, 20% reserves the right to store the goods/service.

4. Transfer of Risk; Despatch

4.1 From the moment the goods/service are handed over to the agreed carrier, the property of 20% is transferred to ZPS. The suppliers shall be entitled to demand corresponding guarantees at the supplier's expense.

4.2 If the goods/service are destroyed or damaged in transit, the insurer or freight carrier shall be obliged to replace the goods/service at the expense of ZPS.

5. Prices; Transport and Ancillary Costs; Due Date; Invoicing

5.1 All prices set out in offers (orders) of ZPS are fixed prices. The statutory rate of value added tax is not contained in the contract price. The agreed delivery period shall be extended by the period to which ZPS is entitled to compensation. Invoices must be submitted within a period of seven (7) calendar days after acceptance of delivery or service by ZPS.

5.2 If the goods/service ordered are delivered/performed or handed over early, ZPS reserves the right to store the goods/service. If the goods/service are destroyed or damaged in transit, the insurer or freight carrier shall be obliged to replace the goods/service at the expense of ZPS. If the supplier agrees to performance in the future, the supplier shall be entitled to demand corresponding guarantees at the supplier's expense.

5.3 Part delivery/part service is only permitted after the written consent from ZPS.

6. Transfer of Risk; Despatch

6.1 The goods/service shall be stored under ZPS's control until the order has been processed. The supplier shall be entitled to demand corresponding guarantees at the supplier's expense. Invoices must be submitted within a period of seven (7) calendar days after acceptance of delivery or service by ZPS.

6.2 If part delivery/part service is agreed, the supplier must credit ZPS with this value to the agreed contractual price. This shall also apply if the packaging costs are not to be charged.

7. Notice of the Goods; Right on Goods Defects; Self-Performance; Warranty; Status of Liens

7.1 The notice of the goods must comply with the status of the area. All current standards, guidelines and regulations of authorities, employers' liability, insurance regulations (sickness/disability/sickness etc.), must be fulfilled.

7.2 The liability of the supplier for the correctness and the completeness of his work and services shall not be restricted by conflicting terms and conditions of ZPS. If any terms and conditions of ZPS are in conflict with the following terms and conditions of ZPS, ZPS reserves the right to demand compensation for its losses or to terminate the contract.

7.3 If the goods supplied are prototypes, the properties and compatibility liable for which the supplier does not wish to be responsible, the supplier shall inform ZPS of this as well as all defects and errors that may occur before starting series production. In this case, the responsibility for the quality and liability for defects shall only be transferred once ZPS or a competent testing authority has confirmed that the prototype is in compliance with the agreed quality standards.

7.4 If 20% is obligated to take back goods sold to it as a result of deficiencies of the contract subject matter delivered by the supplier, it is entitled to charge the supplier with all incurred costs. The supplier must immediately return the goods to ZPS. ZPS reserves the right to demand compensation for costs incurred in connection with the withdrawal of goods or parts of goods.

8. Reservation of Contractual Penalty

8.1 The supplier shall be liable for ensuring that the third party dispute is in Germany or, if the supplier is aware of the destination of the goods/services, the third party is the delivery or use of the goods/services will be restricted.

8.2 If a claim is asserted against 20% in connection with an infringement of Paragraph 611 b, 3rd party, the supplier is obliged to indemnify the supplier against any losses incurred from this claim and written request. The supplier shall take all necessary steps to require the third party to conform to this request. The supplier shall also immediately notify ZPS about any such claim which ZPS will be entitled to discuss with 20% in the case of a third party claim.

8.3 The claim to indemnification which to 20% is entitled pursuant to Article 1101 and 1120 shall become statute barred in 10 years starting from delivery or handing over of the goods/services or acceptance of the service to ZPS.

9. Reservation of Ownership; Provision of Parts by ZPS

9.1 Ownership to the goods ordered shall pass to ZPS on complete payment. Any security or reserved property of ownership on the part of the supplier shall be published.

9.2 When the goods are delivered to ZPS, 20% shall be entitled to dispose of these.

9.3 ZPS reserves all rights to parts ordered by ZPS. The General Terms and Conditions of 20% shall apply in this respect. The General Terms and Conditions of 20% in their current version shall be provided to ZPS at the request of the supplier.

10. Packaging

10.1 Insolvent or in a negotiation with a third party, the supplier must immediately inform ZPS about the fact of insolvency or the negotiation with a third party. ZPS reserves the right to terminate the contract immediately after eliminating the damage or eliminating the risk about the measures performed in this way.

10.2 ZPS undertakes to maintain a product liability insurance policy with a cover amount of at least €3.0 m. per personal injury/property damage in a single event. This shall not affect any further damage claims attributable to 20%.

11. Confidentiality, Return of Documents

11.1 All documents provided to the supplier by ZPS shall be the property of ZPS and may not be made accessible to third parties or taken to any other location where they may be lost or exposed. The supplier shall not delegate the provision of documents to third parties without the written agreement of ZPS.

11.2 If the supplier is unable to execute the order or contract as a whole as a result of circumstances beyond its control, ZPS reserves the right to terminate the contract immediately after eliminating the damage or eliminating the risk about the measures performed in this way.

12. Written Form; Severability Clause; Applicable Law

12.1 All agreements and collateral agreements to this contract shall be concluded exclusively in writing. Verbal collateral agreements made subsequently to this contract made by 20% not stated in writing are void. 20% is not bound to acknowledge the agreement.

12.2 The contractual relationship under the agreement had it not been recognized the gap. An appropriate provision is to replace the agreement with a gap as close as possible to that intended by the Contracting Parties or that which the Contracting Parties would have wanted a contract to include.

13.3 Insofar as the agreement of ZPS has been provided for third party delivery, the obligations pursuant to Paragraphs 13.1 to 13.4 with respect to all business parties subject to the explicit permission from ZPS. On ending the order all documents must be returned to ZPS free of charge.

13. Right to Make Changes; Delivery Dates; Delivery Default; Partial Delivery

13.1 All documents provided to the supplier by ZPS shall be the property of ZPS and may not be made accessible to third parties or taken to any other location where they may be lost or exposed. The supplier shall not delegate the provision of documents to third parties without the written agreement of ZPS.

13.2 The supplier shall undertake to maintain a product liability insurance policy with a cover amount of at least €3.0 m. per personal injury/property damage in a single event. This shall not affect any further damage claims attributable to 20%.

14. Written Form; Severability Clause; Applicable Law

14.1 All agreements and collateral agreements to this contract shall be concluded exclusively in writing. Verbal collateral agreements made subsequently to this contract made by 20% not stated in writing are void. 20% is not bound to acknowledge the agreement.

15. Place of Performance; Venue

15.1 Place of performance for all claims arising from the contract concluded between the supplier and 20% is the point of receipt of goods delivered by 20%.

15.2 If the supplier is a businessman, Hamburg is the venue. This venue is exclusively competent for any legal action to be brought against the supplier at its general venue.

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