

## **GENERAL TERMS AND CONDITIONS OF PURCHASE FOR ANASTACIO OVERSEAS INC. SA**

### **1. General Scope of Application**

- 1.1. Our general conditions of purchase shall solely apply to all agreements relating to the supply of goods between the supplier and ANASTACIO OVERSEAS.
- 1.2. We do not recognize any terms and conditions of the supplier, especially its general sales conditions deviating from or conflicting with our general purchasing conditions, unless we have explicitly agreed to their validity in writing or in text form.
- 1.3. Our terms and conditions shall also apply if we unconditionally accept the supplier's delivery, even when we are aware of terms and conditions from the supplier that are conflicting or different.
- 1.4. All agreements made between us and the supplier in the performance of the delivery of goods by the supplier shall be documented in writing or in text form.

### **2. Assignment**

- 2.1. The supplier cannot, in whole or in part, assign any claims to third parties without our consent (documented in writing or in text form).

### **3. Delivery date, delivery and product labelling**

- 3.1. The supplier shall inform us in writing or in text form if any circumstances occur or become evident which show that the stipulated delivery time cannot be met.
- 3.2. Unless otherwise expressly agreed in writing, the delivery of the products shall be made in accordance with the Incoterms specified in our order. Incoterms in their latest versions shall apply.
- 3.3. Our unconditional acceptance or payment of late delivery does not constitute any waiver or claims for compensation in respect of such late delivery.

### **4. Quality assurance – inspection during contractual execution**

- 4.1. The supplier shall conduct and maintain an effective quality assurance system and provide evidence upon request.

## **5. Quality of the goods – inspection and liability for defects**

5.1. The importer/consignee and/or ANASTACIO OVERSEAS shall inspect the goods within a reasonable time for any deviations in quality and quantity and shall give notice to the supplier of any deviations; the claim is timely if received by the supplier within a period of two weeks from receipt of goods after customs clearance at the port/airport of destination or, in the case of hidden defects, from the time of their discovery.

5.2. Our payment should not be considered an acknowledgement of a supplier's contractual performance.

5.3. We are entitled, without reservations, to any legal claims of warranty. We are entitled, in any event, to require the supplier to correct the defect or deliver an item that is free of defects. The right to claim damages is expressly reserved.

5.4. We are entitled to cure the defect at the supplier's expense if the product is in delay.

5.5. The supplier warrants that the goods supplied are true to the samples and comply with the contractual agreements and the specifications.

5.6. Unless any specific quality criteria are agreed upon by the parties, the goods shall be of merchantable quality at least.

5.7. In particular, the supplier guarantees the authenticity and accuracy of its delivery documents and the accompanying certificates and documents.

5.8. As to the goods, the supplier guarantees proper and complete control throughout the production process.

5.9. If requested, the supplier shall immediately provide us with the required information (official complaints, complaints from customers, etc.) regarding certain goods. The exercise of other claims against the supplier shall remain unaffected.

5.10. If the item being delivered by the supplier includes any packaging material that is used and implemented by us, then the supplier guarantees that the packaged product is free from any adverse effect due to such packaging material. The supplier also ensures that the packaging is properly suited for its actual application or use.

5.11. The supplier shall pack, label and dispatch the goods carefully in order to ensure that they are not damaged during transportation and ensure the proper transfer, unloading, storage, and dispatch of the goods.

## **6. Product liability – indemnities – third party liability insurance**

6.1. If the supplier is held liable for the damages caused by the products, the supplier shall keep us free and harmless on our first request from any third-party claims, provided that the reason for that is within the scope of the supplier's control and organization.

6.2. As part of its liability for damages under Clause 6.1, the supplier shall also reimburse us for any expenses arising from any recall conducted by us. We shall notify the supplier of the content and scope of the recall measures – to the extent possible and reasonable – and provide the supplier the opportunity to make a statement. Any other claim to which we are entitled shall remain unaffected.

## **7. Third party rights**

7.1. The supplier warrants that, in connection with its delivery, no third-party rights, including intellectual property rights, are infringed within the country of destination of which the supplier is aware.

7.2. If we are held liable by a third party for an infringement under Clause 7.1, the supplier shall keep us free and harmless on the first demand in writing of such claims. We are not authorized to make any agreements, in particular to enter into a settlement, with the third party without the prior written consent of the supplier.

7.3. The obligation to indemnify also applies to any costs of defense incurred by us in connection with a third-party claim.

## **8. Retention of Title**

8.1. We do not recognize any retention of title by the supplier.