

1 General

1.1 All orders placed by Lödige Middle East (Qatar), Lodige Middle East Electromechanical Equipment Installation & Maintenance LLC (UAE) and Lodige Systems Middle East LLC (KSA) (hereinafter individually or collectively referred to as „Lödige“) shall be subject to these Terms and Conditions as well as any separate contractual agreements. Any deviating terms and conditions of delivery and service of the supplier shall not become part of the contract even upon award of the contract and execution of the contract, in particular the acceptance of goods or other services.

1.2 These terms and conditions shall also apply to all future contracts with the supplier in the version valid at the time of Lödige's order or in any case in the version last made available to the supplier until revoked by Lödige. Agreed deviations shall only apply to the order for which they were individually agreed.

1.3 Lödige may revoke orders placed without a period of acceptance if the revocation is received by the Supplier before its declaration of acceptance has been received by Lödige. Orders placed by Lödige without an acceptance period can only be accepted by the supplier within 10 days. If the supplier's declaration of acceptance deviates from the order, the supplier shall inform Lödige thereof. A contract shall only be concluded if Lödige has thereupon agreed to the deviation in writing.

1.4 Lödige shall be entitled to demand changes to the subject matter of the order even after conclusion of the contract, provided that this is reasonable for the supplier. In such a case, the terms and conditions of the contract shall be adjusted appropriately to the extent necessary.

1.5 Models, samples, drawings, software, documentation, calculations, descriptions and other documents provided by Lödige to the supplier as well as materials, tools, production facilities and testing equipment as well as know-how shall remain the sole property and legal responsibility of Lödige. They shall be treated confidentially and may only be passed on to third parties with the same obligation to maintain confidentiality with the prior written consent of Lödige.

1.6 The rights, documents and objects referred to in 1.5 shall be returned to Lödige without delay and without being requested to do so when the contractual performance has been rendered or the supplier no longer requires them for the further performance of the contract. Copies made by the supplier shall be destroyed in the aforementioned cases or shall also be returned to Lödige. The only exception to this shall be storage within the scope of statutory storage obligations. Any other actual or legal disposal and/or direct or indirect utilization by the supplier or third parties shall be inadmissible.

2 Obligations of the Supplier

2.1 The supplier assures that he has the qualifications and knowledge required for the execution of the contract.

2.2 The supplier shall independently check drawings, calculations, specifications and other requirements of Lödige for errors and contradictions within the scope of its general and special expertise. In case of doubt, a written notification of concerns shall be made to Lödige without delay.

2.3 The supplier shall carry out a quality assurance which is suitable in terms of type and scope and which corresponds to the state of the art at the time of performance of the contract and shall furnish proof thereof to Lödige upon request.

2.4 In the case of machines and components to be supplied as well as in the case of services or work to be performed by the supplier, only materials and raw materials may be used which, in their manufacture and processing, do not violate the respectively applicable provisions and guidelines on environmental protection, emission protection and fire protection.

2.5 In the case of services involving assembly or commissioning, the supplier shall comply with the relevant legal regulations and guidelines for occupational safety and accident prevention.

2.6 The supplier shall provide proofs of origin requested by Lödige with all necessary information and duly signed without delay and free of charge.

2.7 The supplier shall not be entitled to subcontract the order or parts thereof to third parties without Lödige's prior written consent.

2.8 In the case of research, development, construction, engineering and other contracts which serve to work out a technical solution to a problem, inventions made by the supplier in connection with the contract shall be subject to industrial property rights to be registered, applied for or granted to Lödige. The same shall apply to new technical know-how not belonging to the state of the art which the supplier develops in connection with the contract. At Lödige's request, the Supplier shall make use of inventions of its employees, whereby Lödige shall bear the costs in accordance with the Employee Invention Act.

2.9 Insofar as software is included in the scope of delivery, Lödige shall be granted a non-exclusive, transferable, irrevocable, non-terminable right, unlimited in time and space, to use the delivered software including its documentation and to make copies for backup purposes.

2.10. The Supplier shall be obliged to take reasonable measures to ensure that it does not violate the EU regulations on combating terrorism, in particular also (EC) No. 2580/2001 and (EC) No. 881/2002.

3. Price and payments

3.1 The prices stated in the order shall be binding. Unless otherwise agreed, all prices shall include delivery DDP Incoterms 2010 including packaging to the delivery address specified in the order as well as any ancillary services of the Supplier (e.g. assembly, installation, commissioning) and the statutory value added tax applicable at the time, if this is not shown separately.

3.2 In the absence of any special agreement, the remuneration due shall be paid within 14 days less a 3% discount or within 30 days net. The date of receipt by Lödige of a proper invoice in accordance with 3.4 shall always be decisive for the commencement of the period.

3.3 Payments shall be deemed to have been made as soon as they have been instructed for payment by Lödige.

3.4 Invoices must show Lödige's order number, the exact designation and quantity of the goods delivered as well as the price per unit or quantity. They must correspond in their structure to the underlying purchase order and must be sent to the address designated in the purchase order. A proper and complete invoice is a prerequisite for payment of the invoice amount.

4. Delivery time, delay in delivery

4.1 A delivery period specified by Lödige in the order shall be binding.

4.2 In the event that the supplier is unable to meet the delivery deadline stipulated in 4.1, the supplier shall inform Lödige thereof without delay and offer a new, realistic delivery date. The supplier shall be obliged to notify Lödige of any delivery difficulties, irrespective of the reason, without separate request immediately after they become known.

4.3 The supplier may only invoke the absence of necessary documents to be supplied by Lödige if he has sent a written reminder for the documents and has not received them within a reasonable period of time.

4.4 In the event that the supplier is in default of its performance, Lödige shall be entitled to claim a contractual penalty in the amount of 0.1% of the originally agreed net order amount for each calendar day of default, however, not exceeding a total of 5% of the originally agreed net order amount.

4.5 The contractual penalty pursuant to 4.4 shall be forfeited as soon as the Supplier is in default pursuant to 4.1 and shall be due for payment immediately. Termination of the default shall not result in the lapse of contractual penalties once accrued.

4.6 The contractual penalty may be claimed in addition to the claim for performance. If Lödige accepts the delayed performance, Lödige may reserve the right to assert the contractual penalty up to the final payment. The assertion of further or other damages shall not be excluded, however, the contractual penalty shall be offset against this.

4.7 Claims for damages on the part of Lödige in the event of default on the part of the supplier shall be determined in accordance with the law.

4.8 If non-compliance with the delivery time is due to force majeure, labor disputes or other events beyond the supplier's control, the delivery time shall be extended accordingly. The supplier shall notify Lödige of the beginning and end of such circumstances without delay.

5 Transfer of risk, acceptance

5.1 In the absence of a separate agreement, the place of performance for deliveries and services shall be Lödige's place of business.

5.2 The risk of accidental loss and accidental deterioration of the service shall pass to Lödige upon complete handover at the place of performance. Insofar as an acceptance has to take place, this shall be decisive for the transfer of risk.

5.3 Partial deliveries shall require the prior consent of Lödige.

5.4 The supplier shall hand over to Lödige all proofs and documents which Lödige requires for the contractual use of the service, even if these are not specified in detail. This includes all documentation required for installation, operation, maintenance, repair and servicing.

6. Reservation of title

6.1 The supplier shall be obliged to hand over the ordered goods to Lödige in a condition in accordance with the contract and to provide Lödige with unconditional ownership thereof.

6.2 The contracting parties agree upon conclusion of the contract that ownership of ordered goods shall irrevocably pass to Lödige upon payment.

6.3 In cases where Lödige pays the remuneration owed in full prior to the transfer of goods, the transfer due at the time of payment shall be replaced as follows: (1) If the Supplier is already in possession of the goods or obtains such possession at a later date, the goods shall be segregated for Lödige and held in safe custody for Lödige with the due diligence of a prudent businessman. (2) If a third party is in possession of the goods or the input materials required for them, the hand-over between Lödige and the Supplier shall be replaced by the Supplier immediately assigning to Lödige its claim for the return of the goods against the third party. Lödige accepts this assignment.

6.4 In the event that Lödige has paid only a partial remuneration prior to the handover of the goods, the under 6.3 shall apply accordingly with the proviso that Lödige shall acquire a co-ownership share in the goods or input materials. The size of the co-ownership share shall be determined by the ratio of the partial payment to the agreed total price of the goods.

6.5 Provisions shall remain the property of Lödige and shall - as long as they are not processed - be separately stored, designated, insured and administered by the supplier free of charge. Their use shall only be permitted for the underlying order. In the event of a reduction in value or loss, the supplier shall provide compensation. In the event of processing, combination, mixing and transformation of the materials provided, Lödige shall acquire ownership of the new or transformed item as soon as it is created.

6.6 Contractual security rights of the supplier shall in any case require written agreement.

7. Claims for defects

7.1 Lödige's rights in the event of defects in the ordered goods and other services shall be governed by law unless the following clauses provide otherwise.

7.2 The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Lödige's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, Lödige shall only be liable if Lödige recognized or was grossly negligent in not recognizing that no defect existed.

7.3 In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall start anew unless (1.) the supplier informs Lödige that it does not consider itself obligated to perform the measure and is only performing the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons and (2.) the supplier was not obligated to perform the rectification.

7.4 If the Supplier fails to meet its obligations under the liability for defects within a reasonable period of time set by Lödige, Lödige shall be entitled to carry out the necessary measures itself or have them carried out by third parties at the Supplier's expense and risk and to demand an advance payment in the amount of twice the cost of remedying the defect. If the subsequent performance by the supplier has failed or is unreasonable for Lödige (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), it shall not be necessary to set a deadline; Lödige shall inform the supplier of such circumstances without undue delay, if possible prior to the self-remedy of the defect.

7.5 Notification of defects shall be deemed to have been given without delay if it is made within 2 weeks of receipt of the service, in the case of non-obvious defects within 2 weeks of their discovery.

7.6 If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany or abroad, the supplier shall, at its own expense, generally procure the right for Lödige to continue using the delivery item or modify the delivery item in a manner reasonable for Lödige in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, Lödige shall be entitled to withdraw from the contract. In addition, the supplier shall indemnify Lödige against undisputed or legally established claims of the owners of the property rights concerned. The claim for indemnification shall also refer to all expenses necessarily incurred by Lödige in connection with the claim by a third party, in particular attorney's fees and costs of proceedings. Notwithstanding this indemnification claim, Lödige shall be entitled to conclude agreements with third parties, in particular a settlement, even without the Supplier's consent.

8. Liability of the supplier, product and producer liability

8.1 The supplier shall be liable within the scope of the statutory provisions.

8.2 Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify Lödige upon first demand against claims for damages by third parties insofar as the cause is within his sphere of control and organization and he himself is liable to third parties. In this context, the supplier shall also be obliged to reimburse Lödige for any expenses incurred in connection with a recall action carried out by Lödige. The supplier shall be informed about the content and scope of any recall actions to the extent possible and reasonable for Lödige. The supplier undertakes to maintain a business and product liability insurance with adequate coverage and to provide this to Lödige upon request.

9. Supplier recourse

9.1 Before Lödige acknowledges or fulfills a claim for defects (including reimbursement of expenses) asserted by its customers, Lödige shall give the supplier the opportunity to comment. If no statement is made within a reasonable period of time, the claim for defects actually granted by Lödige shall be deemed to be owed to the customer within the meaning of the law. In this case, the supplier shall be responsible for proving the contrary.

9.2 Lödige's claims from supplier recourse shall also apply if the defective goods have been further processed by Lödige or another entrepreneur.

10 Applicable law, place of jurisdiction

10.1 British law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (UN Sales Convention) and the British conflict of laws rules. Any reference to another legal system shall be irrelevant.

10.2 The place of jurisdiction shall be London. Lödige shall, however, also be entitled to seek legal protection at any other court which is competent for the dispute in question according to British law or according to the law of the state in which the supplier has its registered office.