

1 Contract

1.1 To our orders exclusively the following terms and conditions of purchase ("TCP") shall apply; we object to the use of the terms and conditions of the supplier ("Supplier"). The Supplier's terms shall also not be deemed to be accepted by the execution of a contract by ATLAS.

1.2 Orders of ATLAS can be revoked by ATLAS, provided the revocation is received by the Supplier before the Supplier's acceptance was received by ATLAS. If the acceptance of the Supplier differs from the order, a contract shall come into existence only if ATLAS is explicitly made aware of the difference and if the difference is agreed to by ATLAS in writing. If the orders of ATLAS are accompanied by a model order confirmation, a contract shall only come into existence if the model form is received by ATLAS in writing with signature of the Supplier.

1.3 Unless otherwise agreed in writing, the Incoterms 2010 (clause DDP "delivered, duty paid, place of destination", see clause 5.1) as in force from time to time shall apply.

1.4 Pre- and down payments by ATLAS of more than € 5,000.00 need to be agreed explicitly and in writing and shall occur only against surrender of a bank guarantee unlimited in time, unconditional, without requirement to sue the Supplier first and payable on first demand guarantee in an according amount from a German bank or savings association, including the waiver of the right to deposit the guarantee amount with the court.

2 Main duties

2.1 The Supplier is obliged to deliver to ATLAS the goods to be supplied and to transfer to ATLAS the unconditional ownership in such goods.

2.2 The parties with the conclusion of the contract irrevocably agree that the ownership of the goods shall pass to ATLAS no later than upon payment by ATLAS.

2.3 In cases where ATLAS pays the price before handing over of the goods, the delivery for the purpose of transfer of ownership is replaced as follows:

(1) If the Supplier is already in possession of the goods or if he obtains such possession later, the goods will be maintained on behalf of ATLAS and stored with the diligence of a prudent businessman. If the Supplier is only in possession of the pre-materials or if he acquires the possession to the goods later, the above shall apply accordingly.

(2) If a third party is in possession of the goods or the pre-materials, the handover by the Supplier to ATLAS shall be replaced by the Supplier already now assigning his claim for handing over against the third party to ATLAS. ATLAS accepts this assignment.

2.4 If ATLAS has not paid the entire price, but only a partial amount before handing over the goods, 2.3 shall apply with the proviso that ATLAS will only acquire co-ownership of the goods or their pre-materials. The size of the co-ownership share is determined by the ratio of the value of the partial payment to the agreed price of the goods.

3 Delivery time

3.1 The delivery time specified by ATLAS in the order shall be binding. If the order contains no indication of the delivery time, the Supplier shall indicate an earliest and a latest delivery date. If he does not fulfill this obligation, the goods are to be delivered within fourteen (14) days from receipt of the order by the Supplier.

3.2 If the delivery time of 3.1 cannot be met by the Supplier, he shall immediately notify ATLAS indicating the next possible delivery date. The Supplier shall inform ATLAS about any delivery problems, for whatever reason, when becoming known without undue delay and without request of ATLAS being necessary.

3.3 The Supplier's liability is not limited.

4 Penalties

4.1 In the event that the Supplier fails to fulfill an obligation on time, ATLAS may demand a penalty of 0.5% for each commenced calendar week, however, not more than 5% of the purchase price of the goods affected by the delay.

4.2 The penalty of 4.1 is forfeited as soon as the Supplier is in default. The penalty shall be due immediately.

4.3 The penalty may be claimed in addition to the claim for performance of the obligation. The assertion of further or other damage is not excluded, the penalty according to 4.1 shall be deducted. The proviso to request the penalty despite accepting delivery can be declared up to 14 days after delivery.

5 Delivery and transfer of risk

5.1 The place of performance shall be the place of destination specified by ATLAS.

5.2 Partial deliveries shall be permissible only with the consent of ATLAS.

5.3 The risk of accidental loss and accidental deterioration of a delivery shall pass to ATLAS only upon delivery of the goods. This applies even if the ownership in the goods passed to ATLAS already before delivery. The procurement of indirect possession shall not be relevant for the transfer of risk.

6 Rights in case of defects

6.1 ATLAS shall check the supply within reasonable period as to defects in quality and quantity. ATLAS shall inform the Supplier about any defects within a period of five working days as of delivery, in case of hidden defects as of becoming known.

6.2 ATLAS may choose to request repair of the defect or delivery of a defect-free supply. The Supplier shall bear all costs necessary for the implementation of this remedial performance.

6.3 The remedial performance shall be considered as failed after the second unsuccessful attempt. The remedial performance shall be considered unacceptable to ATLAS, if the Supplier does not perform at a given date or within a specified period and if ATLAS has, in the contract, tied its interest in performance to the timeliness of performance.

6.4 The limitation period for warranty claims is fifteen (15) months from the date of receipt of the delivery at ATLAS unless otherwise expressly agreed by the Parties or provided for by mandatory statutory provisions.

6.5 If the Supplier is responsible for a product damage, he shall indemnify and hold harmless ATLAS, upon ATLAS first request, from third party claims to the extent the cause of the damage is in the Supplier's control and organization and to the extent the Supplier is liable towards third parties himself. In this context, the Supplier is also obliged to reimburse any expenses arising out of or in connection with a recall conducted by ATLAS. The Supplier shall be informed about the content and scope of the recall measures to the extent possible and reasonable. The Supplier also undertakes to maintain a product liability and recall insurance with adequate coverage.

6.6 The Supplier's liability for defects shall not be limited.

7 Rights of Third Parties

7.1 The Supplier warrants that no third party rights are violated within the Federal Republic of Germany in connection with the Supplier's delivery. If third parties bring forward claims against ATLAS in this respect, the Supplier is obliged to indemnify and hold harmless ATLAS from such claims on first written demand by ATLAS. The indemnity comprises all expenses which necessarily arise to ATLAS out of or in connection with the claim of such third party. Notwithstanding its right to be indemnified and held harmless, ATLAS shall be entitled to enter into agreements including settlements with such third party also without the consent of the Supplier.

8 Remuneration and Payment

8.1 Invoices shall bear the order number of ATLAS, the exact description and quantity of the delivered goods and the price per piece or lot. The invoices must be sent to the address indicated in the order. Duplicates are to be designated as such. Incorrect or incomplete invoices will be returned.

8.2 Payments shall be made, unless otherwise agreed, after the receipt of the proper invoice and the receipt of all goods ordered, provided they are free of defects. Payment periods shall not commence earlier.

8.3 Unless agreed otherwise payments will be made by bank transfer within thirty (30) days upon receipt of the invoice and the goods with a 3% cash discount or within sixty (60) days of receipt of the invoice and the goods. This also applies to partial payments where the periods start upon receipt of the invoice.

8.4 Cash discount periods shall commence upon receipt of the invoice by ATLAS. For the timeliness of the payment the instruction of the bank transfer shall be decisive. If payment dates fall on a Saturday, Sunday or a legal holiday, the next working day shall be the payment date.

8.5 Payments shall not be considered a recognition of prices, contract terms or conformity of the delivered goods. Until the full and proper performance of the contract, a payment can be retained to a reasonable extent.

9 Industrial property rights and know-how

9.1 All models, samples, drawings, software, documentation, and other documents as well as all materials, tools, manufacturing equipment and test equipment as well as all know-how which ATLAS makes available to the Supplier shall remain in the sole property and in the sole legal responsibility of ATLAS. They are to be treated as confidential and may be disclosed to third parties only with the same obligation of secrecy and only with the prior express and written consent of ATLAS.

9.2 The rights, documents and items referred to in 9.1 shall be returned to ATLAS immediately and proactively when the contractual performance has been rendered or when the Supplier no longer needs them for further performance of the contract. Any other factual or legal disposal and / or direct or indirect exploitation by the Supplier or by third parties is prohibited.

10 Assignment, Set-off, Retention Right

10.1 An assignment of the claims of the Supplier against ATLAS is possible only with ATLAS' prior written consent.

10.2 The right of ATLAS of set off against claims of the Supplier shall not be limited to uncontested or finally adjudicated claims of ATLAS.

10.3 The Supplier shall have no right of retention based on claims of the Supplier against ATLAS which arise outside of the contractual relationship between the parties.

11 Applicable law and jurisdiction

11.1 German law applies with the exception of the UN law on the sales of goods (CISG). A reference to another jurisdiction is irrelevant.

11.2 Place of jurisdiction is Frankfurt am Main. However, ATLAS is entitled to seek recourse in any other court which is competent for the dispute in question according to German law or the law of the State in which the Supplier has its seat.

12 Conflict-Free Materials, Hazardous Substances, Others

12.1 The Supplier shall fulfill all requirements of Sec. 1502 of the US-American Dodd-Frank-Act to which ATLAS is bound. Specifically the Supplier shall be able to explain where he received gold, tin, tantalum and wolfram and shall be able to document the chain of supply in full as required by the Dodd-Frank-Act. All deliveries which occur after December 31, 2014 shall be conflict-free in the sense of the Dodd-Frank-Act.

12.2 All Goods delivered by the Supplier shall meet all applicable legal rules, including without limitation German, European and US-rules, on the reduction of hazardous substances, including the EU-Regulation relating to ROHS as in force at the time of the delivery.

12.3 Contractual rights of the Supplier to secure his claims shall require written agreement.

12.4 The place of performance for payment shall be the registered seat of ATLAS.

12.5 Should one or several provisions of these TCP be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties shall then find a valid replacement clause, which as closely as possible reaches the economic effect of the invalid provision.

May 2016

Versand	Werk/Warenannahmzeiten	Postsendungen	Stückgut, Expreßgut und Wagenladungen	Spediteursendungen
	ATLAS Linsengericht (7.00-15.00 Uhr)	63589 Linsengericht Vogelsbergstraße 22	63571 Gelnhausen Bhf.	63589 Linsengericht/Altenhaßlau Vogelsbergstraße 22