

Conquest GmbH  
Am Seegraben 2, 99099 Erfurt  
conquest@conquestcompany.com  
+49 (0) 361 / 430 582 88  
Mo-Fr: 9:00 bis 17:00 Uhr.  
www.conquestcompany.com



## **General Purchase Terms and Conditions**

### **1) Scope**

1.1 The legal relationship between Conquest GmbH (hereinafter "Conquest") and the supplier (hereinafter "supplier") is exclusively based on the following terms ("PT&C") and any other individual agreements made.

1.2 Additions and changes to these terms must be in written form. This also applies to varying from this written requirement.

1.3 Each change to these PT&C by Conquest becomes part of the contract between Conquest and the supplier if this supplier agrees to this change or does not oppose it in writing within one month of becoming aware of the change.

### **2) Orders**

2.1 Orders and their acceptance by the supplier such as call offs by Conquest (including any changes or additions) can be declared in writing or by electronic means. The text of the order used by Conquest and these terms apply exclusively. Oral or telephone orders are only binding when confirmed in writing by Conquest.

2.2 If Conquest does not receive the supplier's order confirmation within one week of receiving the order, Conquest is entitled to revoke the order. Delivery call offs on the basis of existing framework agreements are – if nothing further has been agreed in the framework agreement – binding at the latest if the supplier does not contradict them in writing within three days of receipt.

2.3 Conquest can demand changes to the item to be delivered or the ordered service or execution if this is reasonable for the supplier. The effects, including any additional or reduced costs and delivery deadlines are to be mutually and appropriately negotiated.

### **3) Delivery and Shipment**

3.1 The supplier is obliged to adhere to the quantity of goods stated in the order or the works to be provided (hereinafter "goods") or the services to be provided (hereinafter "services") as well as the delivery periods or deadlines. The receipt of the goods or provision of the service at the delivery address stated by Conquest in the order is decisive to adhering to the delivery period or deadline.

3.2 If the supplier must assume that a delivery or provision is not possible in full or in part on the agreed delivery deadline or within the delivery period, he must inform Conquest in writing without delay stating the duration and reasons. This notification does not affect rights and claims to which Conquest is entitled due to the delay.

3.3 If the supplier does not provide notification of the delay, Conquest is entitled to refuse acceptance of the goods or services that were not provided by the deadline stated or within the period agreed on the order or to extend the delivery period. The goods can be returned at the expense and risk of the supplier. If the delivery is not made within an appropriate subsequent period, Conquest is entitled to withdraw from the contract.

3.4 Partial deliveries are only permitted after prior written agreement by Conquest.

3.5 If nothing further is agreed, all subsidiary costs for delivery are paid by the supplier.

3.6 Goods to be delivered are to be packaged appropriately, whilst observing the general regulations of the relevant transport company. The deliveries are to be insured against transport damage at the supplier's expense.

3.7 The risk of accidental loss and damage is accepted by Conquest upon transfer.

3.8 If there is a schedule for the delivery or provision of the service, Conquest only has a duty to accept the goods or services stated in this delivery schedule.

3.9 The supplier waives the right to exercise any entrepreneurial liens. The supplier is only entitled to offset or retain payment if the counterclaims have been determined in a legally binding manner or have been expressly recognized by Conquest.

#### **4) Notice of defects**

4.1 Conquest will notify the suppliers of any defects in the goods or services without delay in writing as soon as they are discovered in their proper business process. The supplier waives the right to object to the late notification of defects if compulsory legal provisions do not stipulate something to the contrary.

4.2 The goods or/and services are only accepted via written acceptance log by Conquest and cannot be feigned.

4.3 If quality assurance agreements have been made, their content has preference over the provisions made here.

#### **5) Prices and Payment Terms**

5.1 If nothing further has been agreed, all prices include the applicable statutory value-added tax. If the supplier reduces the generally applicable prices of the ordered goods between the date of the Conquest order and the time of delivery, Conquest can request that the supplier agrees to a corresponding price reduction and supplies the ordered

goods at the prices valid on the date of delivery. Conquest cannot be charged a price increase.

5.2 Invoices must be produced without delay after shipment of the goods by the supplier. For ongoing business relationships, invoices must be produced on a monthly basis. The applicable value-added tax must be listed separately.

5.3 The supplier agrees, contrary to his own terms of delivery, to accept the terms of payment specified by Conquest. The basic payment term is 60 days minimum and is considered as agreed. Shorter payment terms can only be accepted by Conquest if written approval by Conquest is available prior to the respective order. If this is not the case, the 60-day term from receipt of goods will be considered as agreed without any further notice. Conquest is entitled at any time to negotiate and agree an additional extended payment term with the supplier.

5.4 In the case that no other payment terms have been agreed, Conquest GmbH generally settles supplier invoices with a 3% cash discount. Payments are made at the option of Conquest GmbH either by bank wire transfer or settlement by cheque. If no reference is indicated by the payment made through Conquest GmbH, it is agreed that the made payment always refers to the oldest undisputed (not blocked by Conquest GmbH) open invoices. Other assignments made by the supplier without written confirmation by Conquest GmbH in their disadvantage will not be accepted.

## **6) Concession of Rights**

6.1 The supplier concedes Conquest on receipt of the ordered goods in addition to ownership, for a work service from the time when it is created, all exclusive, irrevocable, transferable usage and sale rights without time, geographical or content restriction for all known types of use and sale if and to the extent to which the goods or services represent and / or contain work results and / or industrial property rights that can be protected.

6.2 This also covers the right to copy, distribute, modify, redesign, change and add to the works produced. At the same time Conquest is granted agreement to transfer the usage rights to third parties.

6.3 Furthermore, Conquest is entitled to freely use all the rights associated with the purchased goods, be it trademark rights, rights to the use of images, use of the manufacturer's logos and at its own discretion for online and offline marketing activities to use, to display on their own or third-party platforms or to use any kind of any kind, provided that the use serves to sell the purchased goods. In doing so, Conquest will ensure that the manufacturer's products, brand and logo are always displayed in an appropriate, orderly and high-quality presentation. The free use of these rights as well as the unrestricted rights of use for online and offline sales expire at the earliest 6 months after Conquest has sold all of the goods delivered by the respective supplier.

6.4 With the delivery of the goods, the supplier / manufacturer assures that these and their images / logos and the additional advertising material are free of third-party rights.

The supplier / manufacturer holds Conquest free in the event of legal disputes regarding the advertising, presentation and sale of the products (also with regard to product liability or any other liability of any kind), the use of supplied images, logos, etc. of any costs and hereby expressly declares the assumption of such costs that will and can arise on the part of Conquest. As soon as they become known, such possible costs can entitle Conquest to set off as a precaution against invoices from the goods deliveries of the manufacturer / supplier and / or authorize Conquest to withhold payments for the time being until clarification and without an objection to a continuation of the connection.

## **7) Property rights of third parties**

7.1 The supplier guarantees that the materials and services as well as their content provided to fulfill the relevant contract are free from third party property rights. The supplier will indemnify Conquest for any claims by third parties and will reimburse Conquest for any disadvantages from any infringement of this obligation.

7.2 If the contractual use is adversely affected by third party property rights, the supplier must either modify the contractual goods or services in a manner that is appropriate for Conquest so that they are no longer protected or ensure that they can be used in line with the contract without restriction and without additional cost to Conquest.

## **8) Warranty**

8.1 Conquest will notify the supplier in writing of obvious defects in the delivery / service within an appropriate time after receipt. If not opposed by statutory provisions, assumed approval for faults is excluded.

8.2 On delivery of defective goods and services Conquest can demand the following: if there is a defect Conquest can request subsequent improvement or delivery from the supplier. If the supplier does not correct faults of which it is aware within an appropriate, written subsequent period or an attempt at subsequent improvement has failed, Conquest is entitled either to withdraw from the contract or to demand an appropriate reduction. After the unsuccessful end of an appropriate period set for subsequent fulfilment Conquest is entitled to resolve the fault itself or arrange for a third party to do so and to demand reimbursement for the costs incurred if nothing further is set in binding legal regulations. Conquest also expressly reserves the right to assert a claim for damages. If the supplier has accepted a warranty for the characteristics or storage ability of the ordered goods, Conquest can also assert the claims from the warranty.

8.3 Any payment of the agreed remuneration made by Conquest before detecting the faults does not represent recognition that the goods are free of defects.

8.4 Claims from liability for faults lapse three years after transfer if the law does not set a longer or shorter lapsing period or a different start of the period.

## **9) Liability**

9.1 If no special liability provision is made in another provision of these terms, the supplier is obliged in line with the statutory provisions to pay damages for the damage incurred by the ordering party directly or indirectly as a result of the delivery that was defective or contained faults, due to infringement of safety regulations or another legal reason for which the supplier is responsible. Limiting the supplier's liability to deliberate action and gross negligence is excluded if not opposed by binding legal regulations.

## **10) Withdrawal**

10.1 If the parties have agreed a calendar date as the delivery/provision date and the delivery / provision is not made in time – and also not within the subsequent period set by Conquest – Conquest can withdraw from the contract. All statutory and contractual claims by Conquest are retained in this case, especially the right to demand damages due to nonfulfillment in place of or in addition to the right to withdraw, if this is not opposed by binding legal provisions.

10.2 The right to withdraw from the contract also exists if payment is stopped or insolvency proceedings are started for the supplier's assets; the supplier must notify Conquest of this without delay.

10.3 For ongoing debt relationships, the right to withdraw is replaced by a right for Conquest to terminate the contract for the reasons stated above.

## **11) Nondisclosure**

11.1 The supplier is hereby obliged to maintain absolute confidentiality on all business matters of which it becomes aware as part of the cooperation and to not pass these on to third parties and / or use them in any way. This includes business and operating secrets and other information relating to the past, present and future business activity of Conquest and its employees.

11.2 This nondisclosure obligation covers both the information about Conquest and such information that is notified as part of the activities with third parties (e.g. Conquest suppliers, business partners, customers).

11.3 Generally known facts or information of which the supplier was already aware prior to the nondisclosure duty or of which the supply is legally informed or provided by a third party without a nondisclosure obligation or which are proven to be independently developed by the supplier or were authorized by Conquest for notification in writing are excluded from the nondisclosure obligation.

11.4 The supplier is obliged to impose nondisclosure on his employees and vicarious agents. This declaration must be presented to Conquest on request. The supplier is equally liable for the behavior of his employees and vicarious agents as well as subcontractors approved by Conquest.

## **12) Reservation of title**

12.1 Conquest recognizes a simple reservation of title declared by the supplier. Extended or expanded reservations of title, especially group reservations, are not recognized.

### **13) Offsetting and Assignment**

13.1 The supplier is only entitled to offset payment if the counterclaims have been determined in a legally binding manner or have been expressly recognized by Conquest.

13.2 The supplier's rights and duties from the contractual relationship with Conquest may only be transferred to a third party after the prior written agreement of Conquest.

### **14) Final Provision**

14.1 The supplier is not entitled to use subcontractors without the prior written agreement of Conquest.

14.2 The place of fulfillment is determined in line with the delivery address provided by Conquest in the relevant order.

14.3 The exclusive court of jurisdiction for all disputes from the business relationship is agreed to be the court responsible for Conquest head office.

14.4 The national law of the country in which Conquest has its head office applies. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) and the provisions of collision law that would demand the application of another legal system are excluded.

14.5 Should a provision of these PT&C be or become void, the validity of the remaining provisions of the PT&C shall not be affected. The statutory provision shall replace the ineffective provision. If there is no statutory provision, the ineffective provision is to be replaced by one that comes closest to the desired economic result. This also applies to the existence of contractual gaps.