

Terms and Conditions of Purchases of the WDT (Cooperative of German Veterinarians eG)

1. Scope

1.1. The following Terms and Conditions of Purchase are applicable to any kind of order (deliveries and services) of the WDT ("buyer"), Siemensstrasse 14, 30827, Germany, as well as its subsidiaries, effective 1 August 2020.

2. Placement of Order in writing

- 2.1. Orders, changes and additions must be made in writing.
- 2.2. Oral agreements require a written confirmation in order to be legally effective.
- 2.3. The price stated in the order is binding.
- 2.4. The terms and dates of delivery stated in the order are binding.

3. Confirmation of Order, Terms and Conditions of the contractor

- 3.1. By accepting an order, the conditions of purchase become part of the contract.
- 3.2. Confirmation of an order shall be effected by the contractor confirming an order. Article 2 shall apply mutatis mutandis to the form of the confirmation. Furthermore, Article 150 (2) of the German Civil Code ("BGB") shall apply.
- 3.3. WDT may revoke the order if the contractor has not accepted it within two weeks of receipt by means of Order Confirmation. Such a revocation is deemed to be in time if it was sent before receipt of the Order Confirmation.
- 3.4. If the Order Confirmation deviates from the order, the contractor shall clearly point this out in the order, and shall describe the respective deviations. WDT shall only be bound by a deviation if it has explicitly agreed to it in individual cases in a form corresponding to Article 2. The unconditional acceptance of deliveries or services as well as payments does not constitute consent.
- 3.5. Terms and conditions of the contractor, as well as other legal regulations in other relevant documents (e.g. specifications, data sheets, technical documentation, advertising material, offer documents, Order Confirmation or delivery notes) of the contractor that deviate from these Terms and Conditions (e.g. legal conditions, liability, restrictions on use) shall not be valid unless expressly acknowledged by WDT in individual cases.
- 3.6. General terms and conditions or licence terms of the contractor or its subcontractors which are supplied with software products in paper or digital form shall not apply in the absence of prior explicit written approval by WDT.

4. Terms of Delivery, Consequences of Breach of the Terms of Delivery

- 4.1. The deadline for delivery or performance of services shall commence on the date of order, unless otherwise expressly agreed. If no deadline has been agreed, delivery or performance of services shall be made without delay. The timeliness of deliveries shall be determined by the receipt at the place of destination ("place of use") specified by WDT, the timeliness of deliveries with installation or assembly as well as services shall be determined by their acceptance. In the event of apparent delays in delivery, the contractor shall notify WDT immediately and obtain a decision from WDT in this regard. In this case, the period of delivery or performance shall only be extended if WDT has expressly acknowledged this in writing.
- 4.2. WDT shall be entitled to charge a penalty of 0.3% of the total order value per commenced calendar week of delay in delivery or performance, up to a maximum of 5% of the total order value, if the contractor is at fault. WDT reserves the right to claim damages in excess of the penalty. In the event of a delay in delivery, WDT is entitled to rescind the contract after setting a reasonable grace period. If a firm deal has been agreed, the necessity of setting a grace period shall not apply.
- 4.3. If it is already foreseeable within the contractor's delivery period that the contractor will not be able to properly provide its deliveries or services by the contractually agreed date, WDT shall be entitled to take all measures at the contractor's expense and risk to avert an imminent delay in delivery.
- 4.4. If a delay in delivery is exclusively due to a lack of provisions or lack of cooperation on the part of WDT despite a written reminder from the contractor, the deadlines shall be postponed by a maximum of the period for which WDT is responsible. Additional costs can only be claimed by the contractor if the date is postponed by more than 3 months.
- 4.5. In the event of early delivery, WDT reserves the right to charge the contractor for any resulting additional costs, such as storage and insurance costs, and to make payment in accordance with the agreed delivery date. Until the agreed date, WDT shall only be liable to a trustee.
- 4.6. In the event of insolvency proceedings against the contractor or a change in the contractor's ownership structure, WDT shall be entitled to rescind the contract in whole or in part, unless mandatory provisions of the German Insolvency Code (Insolvenzordnung) state differently. The contractor is obliged to notify WDT immediately of any such circumstances.

5. Despatch, Delivery, Transfer of Risk, Export Checks, Distribution

- 5.1. For deliveries with installation or assembly and for services, the risk shall pass upon acceptance, for deliveries without installation or assembly upon acceptance by WDT at the place of destination/delivery in accordance with Incoterms 2010. Unless otherwise agreed, DDP (named place of destination) shall apply according to the order.
- 5.2. Partial, over-deliveries and under-deliveries are only permitted with the express written consent of WDT. The delivery of the goods to the warehouse of the respective delivery address must take place during the opening hours specified in the order. All shipments must be accompanied by a delivery note with an exact description of the contents, the net weight per item and the complete order code. Furthermore, the documents required in the order must be enclosed.
- 5.3. All specifications made by WDT with regard to mode of transport, carrier and shipping instructions are to be observed. If WDT does not stipulate a particular mode of transport, the goods shall be shipped at the most favourable cost. Otherwise, all resulting negative consequences and increased costs shall be borne by the contractor. Any additional costs for an accelerated transport which may be necessary to meet the delivery date shall also be borne by the contractor. In case of missing or incomplete payment documents (e.g. letter of credit), insufficient shipping documents, especially if reportable order data are missing, WDT reserves the right to refuse acceptance at the contractor's expense and risk.
- 5.4. The contractor shall comply with the applicable requirements of national and international export, customs and foreign trade laws for all goods to be delivered and services to be rendered and shall procure the necessary export licences, unless but WDT or a third party other than the contractor is obliged to apply for the export licences under the applicable law.
- 5.5. The contractor must provide WDT with all information and data which WDT requires to comply with the applicable law in the case of export and import and in the case of resale in the case of re-export of the goods and services as soon as possible, but no later than before the delivery date, in writing or by e-mail (itemised on the order confirmation, delivery note and invoice).

5.6 In the event of changes in the origin or properties of the goods or services or in the event of changes in the properties of the goods or services, the contractor shall update the necessary documents as soon as possible, but no later than before the delivery date, and shall notify WDT in writing or by e-mail to the contact named in the order. The contractor shall bear all expenses and damages incurred by WDT as a result of the absence or incorrectness of documents.

5.7. If the price is "excluding packaging", this is to be calculated at cost price and shown separately.

All damages caused by improper packaging shall be borne by the Contractor.

In case of delivery of dangerous goods, the existing legal regulations, in particular the requirements regarding the design and labelling of the packaging and the means of transport, must be observed.

5.8. The passing on of orders in whole or in part by the contractor requires the express prior written consent of WDT.

6. Suspension, Cancellation

6.1. WDT reserves the right to demand the suspension of the further execution of the order at any time. In the event of suspension for a period of more than two months, the contractor shall provide WDT with a detailed description of the costs resulting from the delay exceeding three months, but not of any loss of profit. Only the reimbursement of such proven costs may be claimed by the contractor. The contractor may not make any claims for the costs incurred during the first three months.

6.2. WDT reserves the right to withdraw from the contract in whole or in part, even without giving reasons. In such a case, the contractor shall only be entitled to charge for the deliveries and services that have been demonstrably provided up to the time of withdrawal, whereby the contractor must deduct all conceivable recycling and savings possibilities.

6.3. WDT also reserves the right to extend the scope of deliveries and services and/or change their content.

The contractor shall then be entitled to invoice the increased and/or modified scope of delivery and services at on the basis of the original price.

7. Invoicing and Set-Offs

7.1. The invoice must be sent to WDT immediately after delivery or complete performance of the service, stating all the details of the shipment. The content of the invoice shall be prepared and the invoices shall be broken down in such a way that the comparison with the order and the invoice verification can be carried out easily. The order number and details of the order shall be stated in the invoice. Invoices for work performed or installation work must be submitted to WDT by means of confirmed timesheets. In the case of goods subject to export licence, the invoice must contain all the necessary labels. If the contractor has its registered office in the EU, it must provide its VAT number with the invoice at the latest.

7.2. WDT reserves the right to return unprocessed invoices that do not comply with its specifications, in particular with regard to the details of the order, or to the sales tax regulations. In this case the invoice shall be deemed not issued.

7.3. The contractor shall not be entitled to set-off against WDT.

8. Payment

8.1. The payment period of the invoice shall begin as soon as the delivery or service has been fully confirmed by WDT and a duly issued invoice has been received. Insofar as the contractor has to provide material tests, test reports, documentation on quality or other documents, the completeness of the delivery or service also presupposes the receipt of these documents.

8.2. Unless otherwise agreed, payments shall be made at WDT's discretion within 60 days net or within 30 days with a 3% discount. WDT may withhold payment until defects have been remedied. During the warranty period, WDT may additionally claim a non-interest-bearing warranty retention of up to 10% of the order value.

Payment does not constitute recognition of the correctness of the delivery or service, nor does it constitute a waiver of any rights to which WDT is entitled. Bank charges of the beneficiary's bank shall be borne by the contractor. If WDT does not (or no longer) have an agreed security at its disposal, the contractor shall immediately provide an equivalent security.

9. Acceptance, notification of defects, liability for defects, product safety, quality assurance

9.1. The mere acceptance of deliveries or services, their temporary use or payments made shall result in neither an acceptance nor a waiver of rights on the part of WDT. Receipts from WDT's goods acceptance department do not constitute a declaration of final acceptance of the delivered goods.

9.2. The acceptance of the goods as well as the inspection for completeness and possible visible defects shall be carried out in an appropriate manner and time after the receipt of goods. If random checks show that parts of the delivery do not comply with WDT's regulations or the usual quality, the entire delivery may be rejected. WDT shall notify the contractor as soon as possible of any detected defects. However, WDT shall not be obliged to give notice of defects in accordance with § 377 HGB (German Commercial Code).

9.3. The contractor is obliged to carry out a proper inspection of components (e.g. raw materials, building materials) provided by WDT, sub-suppliers, manufacturers and other third parties to check for obvious and hidden defects and to report defects to immediately to his supplier.

9.4. The contractor guarantees the use of the best and brand-new material, professional and correct execution according to technical drawings, appropriate construction and perfect assembly. The contractor must provide a two-year warranty for his deliveries and services. For deliveries and services that are permanently connected to buildings and/or land, the warranty period shall be three years. The warranty period shall commence for deliveries with installation or assembly and for services upon acceptance, for deliveries without installation or assembly upon receipt at the "place of use" for hidden defects upon detection.

9.5. In the case of consultation, software or documentation services as well as in the case of personnel deployment, the contractor shall assume unlimited warranty for the correctness and completeness of all his data and instructions for a period of two years from the time of performance.

9.6. WDT shall be entitled to claims for subsequent performance against the contractor within the terms of § 439 BGB (German Civil Code), even if the end customer is not a consumer but an entrepreneur.

9.7. The contractor shall, at his own expense and at his own discretion, remedy any defects due within the above warranty periods

WDT shall either immediately remedy the defect at the " place of use" or deliver a new, flawless product within a set period of time.

WDT shall also be entitled to demand compensation from the contractor for all costs arising in connection with the delivery or performance of the services, and remedying of the fault such as dismantling and installation costs.

9.8. The contractor shall indemnify WDT in the event of disputes arising from the protection of patents, copyrights, trademarks and designs and shall guarantee the unrestricted use of the goods delivered.

Notwithstanding any other obligations, the contractor shall indemnify in respect of all product liability claims of third parties in relation to products delivered by it.

9.9. For a period of 10 years from the last delivery, the contractor undertakes to name the respective manufacturer, importer or pre-supplier with regard to the products delivered by him upon the request from WDT without delay, but at the latest within 3 weeks.

9.10. Installations set up by the contractor or products supplied by them must be equipped with the prescribed safety devices and comply with the relevant safety regulations (in the case of systems or parts, especially those applicable at the place of use).

Equipment, systems and products delivered by the contractor must be provided with CE marking in accordance with the EU directives. Upon delivery, corresponding declarations of conformity with brief descriptions as well as assembly instructions and installation regulations shall be provided, if applicable.

In addition, the contractor shall inform WDT of any changes in materials, production processes and supplied parts as well as of declarations of conformity in good time. Moreover, in the case of deliveries of plant and equipment that are to be installed by third parties or by WDT, the contractor shall provide all documents required to the usual extent and required by WDT, such as assembly plans, data sheets, installation instructions, processing instructions, storage, operating and maintenance instructions, replacement and wear parts lists etc. Labels must be provided in German and also in other languages if requested by WDT. The operating instructions and manuals are to be prepared in German and also in other languages at WDT's request.

9.11. WDT reserves the right to demand proof of the contractor's quality assurance system and documentation of quality inspections and to carry out an audit at the contractor's premises at any time. The Contractor shall reimburse WDT for the costs of the audit if the audit reveals a deficient quality assurance system or insufficient documentation on quality tests.

10. Provision of Materials

10.1. Materials provided remain the property of WDT and must be stored, labelled and administered separately and free of charge. Their acceptance must be confirmed to WDT upon request. Their use is only permitted for WDT's orders. In the event of devaluation or loss, the contractor must provide compensation. General claims for compensation on the part of the contractor due to late provision of materials and a right of retention on the part of the contractor are excluded.

11. Special provisions for Planning and Design

11.1. All documents, such as plans, sketches and models shall become the property of WDT, even in the event of premature termination of the contract, and must be returned to WDT at its request. The contractor grants WDT the exclusive and irrevocable right to use the works arising from this order, which may be sublicensed and is unlimited in time, place and content. Accordingly, WDT shall be entitled to exploit the plans and other documents in their original or modified form or to use them in any other way without further cooperation or approval by the contractor by implementing the respective plans.

12. Drafts, tools, construction devices, approvals

12.1. Drafts and technical calculations are to be supplied by the contractor free of charge, if necessary. Any tools, moulds, samples, models, sketches, drawings, standard sheets, artwork and the like provided by WDT for the execution of the order shall remain the property of WDT and may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of WDT. Tools, moulds and similar items that are produced at WDT's expense become the property of WDT upon payment.

12.2. The contractor expressly declares that they are not entitled to make use of all commercial or industrial law provisions or other permits and will present these to WDT upon request. Insofar as special official permits, approvals or acceptances are required for the work, these must be obtained by the contractor in good time without additional remuneration.

13. Confidentiality, Data Protection

13.1. The contractor undertakes to maintain confidentiality of the information that comes to its knowledge in connection with the order of WDT or the subject of the order, unless it is in general knowledge or otherwise lawfully known to them. Furthermore, the contractor undertakes to keep secret the results or partial results that it has obtained in the performance of WDT's order and to use them exclusively for the performance of this order. Should the contractor make use of a third party to fulfil its contractual obligations, it shall contractually oblige such third party to maintain appropriate confidentiality.

13.2. The same applies to personal data relating to WDT or third parties that come to the attention of the contractor in connection with the order placed by WDT. The contractor shall protect all such information and results in particular against access by third parties and shall comply with the statutory provisions on data protection in accordance with the DSGVO.

13.3. The contractor's details (company register data, address, telephone and fax number as well as other information required for addressing, which is obtained through modern communication technologies, locations, contact persons, ordered goods, delivery quantities) from the respective contract will only be processed automatically for the purpose of processing the contract, in particular for administrative and accounting purposes.

14. Venue of fulfilment, Law, Jurisdiction

14.1. The venue of fulfilment for deliveries or services is the place of destination, for payments the venue of fulfilment is the registered office of the purchaser.

14.2. The Local Court of Hanover shall have exclusive jurisdiction to decide on disputes, in particular on the conclusion of a contract or on claims arising from the contract. However, WDT shall also be entitled to bring an action against the contractor at another place of jurisdiction, such as his general place of jurisdiction.

15. Partial invalidity, Proviso Clause

15.1. In the event of invalidity of individual provisions, the remaining provisions shall remain binding. WDT and the contractor undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision.

15.2. The fulfilment of the contract by WDT is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of the foreign trade law as well as no embargoes or other sanctions.