

General terms and conditions of purchase for abroad deliveries and performances

DEULPAK – Owner Khalid Latif e.K.



Valid from 1st March 2006

§ 1 General:

The following General Terms and Conditions which are valid at the moment of signing the agreement have validity for all contracts, deliveries and achievements which are completed with our suppliers. They are also valid, if any Terms and Conditions from the contract party are available. Any Terms than vary from our conditions apply to our orders only, if and as far as they have been expressly recognized and accepted by us in writing. By accepting the order, these General Terms and Conditions of Purchase become part of the contract. Agreements placed on the telephone must be confirmed in writing for the legal binding.

§ 2 Sampling:

Sample deliveries from our suppliers must be free of charge. We do not accept any calculation of production-, packaging- or delivery charges.

§ 3 Offers:

Offers to us from our suppliers must be placed free of charge, remain free and be without obligation. All orders must have prices and costs in EURO (€). The supplier also must state under consideration of the Incoterms 2000, prices in CIF for Sea- and Air transport with our declaring Seaport or Airport as well as the containing product- and transport insurance. We will also negotiate orders and make the agreements placed there to the foundation of our orders.

§ 4 Prices:

We basically buy goods in EURO (€). Desiating, we also accept US-DOLLAR (\$). At the moment of the price fixing the normal exchange rate EURO (€) in US-DOLLAR (\$) will be valid.

§ 5 Terms of Payment:

We accept for purchasing exclusively a letter of credit. The Term of Payment can be negotiate individually and must be confirmed in writing from both contract parties. Payment Conditions of the supplier can only be applied, if we expressly accept them. When the goods are ready for dispatch, we must get for a fast payment deal the following documents from the supplier: 3 fold signed commercial invoice, packing list, airway bill, certificate of guarantee, insurance policy and certificate of origin. All Documents must be identical with our order and contain our order statement. Only then we can guarantee for a careful and fast processing, otherwise we can not be hold legally responsible for a continually payment delay. If we do not have any objection to the situated documents, our bank will acquit the invoice amount for payment and the supplier is obliged to dispatch the goods immediately.

§ 6 Orders:

If there will be achieve a basic settlement for an contract between both parties, DEULPAK will transmit it in shape of an order. Our order includes all information, which results from offers and negotiations with the supplier.

§ 7 Confirmation of order:

The supplier is obliged to send us immediately after our order a confirmation of order, which must include our complete order. Deviations must be clarify with us. After changes we must receive a second confirmation of order. If we have no more objection, there will be placed a legal obliging contract between us and the supplier.

§ 8 Insurance:

The supplier is obliged, if we do not agree anything else, to insure properly the goods and the transport. DEULPAK will carry the costs of this insurance according to the Term of Delivery CIF.

§ 9 Packaging:

The supplier must package the goods correctly and carefully, so there can not be any damage of the goods during the transport. Packaging costs are included in the price so we will carry these costs as well.

§ 10 Terms and Time of Delivery:

For abroad business the Incoterms 2000 are valid. The definitive Term of Delivery for us is CIF in €. The time of delivery, which is agreed with the supplier in the contract, is binding. If they are not agreed as a fixed date, they will be understood as a dated purchase. If there will be long delivery delays, DEULPAK will demand delivery, payment for lost profit or resigning the contract. If there will be a late delivery and we accept it, the supplier must pay a delay interest of 5 % from the invoice.

§ 11 Guarantee:

The foreign supplier is obliged to guarantee us for the material and quality of the delivered goods.

§ 12 Responsibility of Defects and Inquiry/Complaint:

DEULPAK will check immediately the delivered goods, if they have quality or quantity deviations. The result complaint must be send within 5 days after delivery and been accepted from the supplier. If there are hidden defects, the complaint must be send within 5 days after finding the defect and been accepted from the supplier. The supplier is obliged to remove immediately all defects. DEULPAK is entitled to demand a new faultless delivery. We are also entitled to remove the defects ourselves, if we are late in delivery to our customers. The supplier will carry the costs. If the faults are not removed, we can demand new goods, payment for lost profit or resigning the contract. If there is an acceptance delay in result of defected goods, we can not be hold legally responsible.

§ 13 E-Commerce:

These present General Terms and Conditions of purchase are covered on all processes and documents, which have been given and handled in E-Commerce. To that count Emails as well as Email-enclosures in pdf-form and Email-enclosures in Word- and Excel-Form.

§ 14 Protection Rights:

The supplier guarantees, that in connection with his delivery, he will not hurt rights of others. If there are expectations from others to us, the supplier is obliged to set us free from any expectations after the first written demand.

§ 15 Excluding Responsibility:

We can not be hold legally responsible for any contract infringements which have been created by the supplier.

§ 16 Data Protection:

DEULPAK is entitled to store all the suppliers information in the computer. DEULPAK is entitled to give these information to others, especially to banks, if this is necessary for the contract execution. DEULPAK will pay attention to the valid determination of the Data Protection.

§ 17 Applicable Law:

For all business relations between us and the supplier, the law of Germany is valid. The legality of the unity UN-Purchase law is out of contract.

§ 18 Place of Jurisdiction / Place of order accomplishment:

For all contract differences between us and the supplier, Arnsberg will be place of jurisdiction. If there is not agreed anything else in the order, Hamburg (for sea transport) and Frankfurt (for air transport) will be place of order accomplishment.

1st March 2006

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