



General Purchase Terms

1. General

These General Purchase Terms apply to all Kemper orders. Content and volume of the orders as well as any amendments and supplements are subject to either written purchase orders or electronic ordering procedures.

Contradictory order confirmations and the General Conditions of Seller are not accepted, even if Kemper does not object expressly. Orders must be confirmed within 10 days after receipt. Orders which have not been confirmed within this delay can be revoked at any time.

With every delivery, but at least by the end of each calendar year Seller has to submit to Kemper a Declaration of Origin for his Goods according to EC Regulation 1207/2001.

2. Pricing

All prices are fixed prices for „delivery duty paid“ to the indicated Kemper premises („DDP“ according to Incoterms 2000), unless stated otherwise. Price increases require Kemper's prior written approval.

Seller must take back all his packaging. He has to bear all cost for package material and its return.

3. Seller's Documents

Upon delivery of Goods Seller will provide instructions and drawings free of charge. These documents shall contain detailed information as to the installation, assembly, service and use of the Goods. Kemper becomes the owner of such instructions and drawings.

4. Terms of Delivery

Seller has to comply with the time and date of delivery stated in the order or delivery plans. Should Seller realize that he will not be in a position to fulfill the contract partly or completely in time, he shall immediately inform Kemper orally and subsequently in any case in writing, indicating the reasons for the non-fulfillment, and request Kemper's decision as to order fulfillment. In such case Kemper may withdraw from the contract without any compensation. If Seller fails to inform Kemper in time, he may not refer to a performance impediment even if the reason for non-fulfillment was beyond his control. Unless otherwise stated, the applicable law shall apply.

5. Shipping Documents

Each delivery should contain an easily to be found delivery note (in duplicate) and a bill of lading. The invoice does not constitute a delivery note. Delivery shall be made during the opening hours at the indicated Kemper's premises.

6. Warranty

Seller warrants the Goods to be free from defects. Seller shall deliver Goods such that Kemper may inspect for obvious defects or non-conformities and shall notify Seller of any such obvious defects or non-conformities. Kemper explicitly reserves the right to claim for non-obvious defects or nonconformities after delivery.

Should Kemper discover a defect of Goods before or during assembly Kemper is entitled to request supplementary compliance (Nacherfüllung). If a delay or stoppage of production may result from the defect, Kemper is entitled to an immediate substitute performance at Seller's cost and risk.

Seller's warranty for Goods begins after delivery to the end-user of the product in which the Goods were assembled, at the latest 36 months after delivery of Goods to Kemper. The right to claim for payment under § 6 will expire 12 months later. Furthermore the statutory regulations apply, insofar as this Contract does not make other provisions.

In case a defect of Goods appears after assembly and delivery of the final product to the end-user Kemper will carry out the repair work or replacement through its dealer at Seller's cost. Seller will reimburse to Kemper the actual net price of such Goods plus 10 % plus labor costs for assembly at Kemper's warranty hourly labor rate plus any additional incidental expenses.

In case a defect of Goods delivered by Seller appears repeatedly and is sufficiently serious and widespread to threaten either Kemper's marketing of the end product or Kemper's reputation, or poses a previously unforeseen safety hazard, a replacement of all Goods independently of identified warranty cases may be appropriate. In such event Kemper is entitled to claim reimbursement from Seller for all costs and expenses resulting directly from the remedial measures in an amount equal to Seller's pro rata share of responsibility.

7. Quality Assurance

Seller agrees to comply with the „JOHN DEERE Standards for Quality Assurance of Purchased Goods“ JDS-G223. Seller warrants Goods are free of all non-conforming materials <http://jdsupply.deere.com/bannedchemicals/>, state-of-the-art and comply with safety, health and environmental regulations in effect from time to time.

8. Product Liability, Intellectual Property Rights

Seller commits to hold harmless and indemnify Kemper as to any product liability claim or claims by third parties caused by or resulting from, the infringement of intellectual property rights. This only applies in as much as Seller is responsible for the default which is the basis for such claims.

9. Kemper-Material, Tooling, Drawings

Kemper remains the owner of materials, tooling, applications, equipment, devices, drawings, samples and other documents (hereinafter "items") which were submitted, delivered or made available to Seller for purposes of fabrication. Seller agrees to stock such items separately and stamp, tag or otherwise mark them as property of Kemper immediately after receipt. Seller is obligated to insure them against damage, loss, theft and accidental perishing.

Seller is liable for all costs caused by damages, loss, theft and accidental perishing. Seller shall use the items provided only for the manufacturing of Kemper parts. Neither usage nor access to any of these items to third parties shall be permitted. Seller shall not dispose of any such items unless expressly authorized by Kemper. Unless otherwise agreed, the items shall be returned to Kemper together with the last shipment of Goods to Kemper, free from defects or damages which do not result from normal wear and tear.

The parties agree that title to and ownership of, and, if applicable, ownership by undivided shares, materials, applications, equipment, etc., made on the account of Kemper shall be vested with Kemper. Seller will take the items into custody and stock them separately until delivery to Kemper is made. Seller is obligated to hand over such items to Kemper upon request. The aforesaid shall also apply to tools the tooling costs of which are amortized by the pricing of the Goods fabricated therewith. Seller agrees that tools fabricated on the account of Kemper shall be kept in good working order and used only for the manufacture of Goods for Kemper.

Unless expressly authorized in writing by Kemper, Seller may not use such tools for the production of Goods for any other party but Kemper nor make such tools available to third parties. All intellectual property rights to items provided by Kemper, in particular drawings, samples, models and workshop drawings shall remain vested with Kemper. At the latest fourteen working days after performance of the order or series of orders Seller shall return, or upon Kemper's request, destroy all items and physical or electronic copies thereof made available to or created by Seller for back-up purposes and Seller shall not be authorized to continue the use of such items or their copies nor disclose any know-how gained by such usage to third parties.

10. Code of Conduct

Seller shall comply with the John Deere Supplier Code of Conduct, which is found at <http://www.deere.com/suppliercode/>.

11. Additional Provisions

Claims against Kemper may only be assigned upon written consent by Kemper. The same applies to purchase orders. The invalidity of one or more provisions of these General Purchase Terms shall not affect the validity of the other provisions. Place of delivery and payment is the place of the ordering Kemper unit.

12. Jurisdiction, Applicable Law

Place of jurisdiction is exclusively Mannheim, Germany. The applicable law is the substantive law of the Federal Republic of Germany to the exclusion of its rules on Conflict of Laws. The United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.) shall not apply.