1. Scope of Application
1.1 The Terms and Conditions of Purchase of Pierburg Mikuni Pump Technology (Shanghai) Corporation (hereinafter referred to as "the Buyer") shall apply to the purchase of the Seller's products (hereinafter referred to as "the Seller") unless otherwise agreed in writing.

2. Offers – Contractual Documents
2.1 The offer to contract is made in writing. Cost estimations shall not be subject to a charge.
2.2 The Buyer shall receive property rights and copyright to all illustrations, drawings, calculations, models, equipment samples, and other documents provided to the Buyer by the Seller for purposes of creating the offer or fulfillment of the offer. These documents remain the property of the Buyer.

3. Terms and Conditions of Purchase of the Buyer shall only apply in GB-relations.

4. Prices – Conditions of Payment
4.1 Where no delivery date is specified in the order, the price shall include delivery "DAP Buyer's plant" (incoterms 2010), package included.
4.2 Where no discount is stated in the price, a 3% discount shall be indicated in the price.
4.3 Payment shall be made 14 days after receipt of the invoice, goods, and all delivery documentation with a 3% discount or 30 days after receipt of invoice, net without any deductions, at the Buyer's option. Assignment of the invoiced amounts to third parties is not permissible.
4.4 Changes due to subsequent cost increases shall, irrespective of the reason, be excluded to the extent that no other agreements have been reached.

5. Delivery
5.1 Where no delivery date is specified in the order, delivery shall be deemed to have been prompt if it is received within the specified time frame. The delivery date specified in the order shall be binding.
5.2 If the Buyer is notified of a delay in delivery, it shall be entitled to rescind the contract where the Seller suspends its payments or applies for or obtains a moratorium.
5.3 The terms and conditions of the Buyer shall only apply in GB-relations.

6. Invoicing
6.1 The date of acceptance in the order shall be the billing date. Receipt of the goods at the designated place shall be decisive for purdual delivery.
6.2 Where the Seller is obliged to inform the Buyer immediately in writing where circumstances arise or come to its attention which indicate that compliance with the agreed delivery time may not be possible. Where the Seller notifies this intention in writing, it shall be entitled to delay delivery for the time being.
6.3 Where the Seller is entitled to make a provision of a certain price in the contract, the Buyer shall be informed in writing. Silence on the part of the Buyer in respect of a confirmation that deviates from the order shall be deemed to be a rejection.
6.4 Where the Buyer accepts a part delivery as a result of force majeure or circumstances that it is unable to avoid and that are not commonly known that it has to accept, the Buyer shall be relieved of payment for the goods not delivered.

7. Payment and Acceptance
7.1 Acceptance of the Buyer regarding the characteristics or features specified by the Buyer must be made known to the Buyer immediately.
7.2 A delay in acceptance presupposes that the Seller has issued a written request to the Buyer for acceptance of the goods in a timely manner.
7.3 The Seller shall undertake to maintain product liability insurance with a minimum cover of €5 million.

8. Risk and End of Production
8.1 The Seller shall be deemed to have been prompt if it is received within the specified time frame. The delivery date specified in the order shall be binding.
8.2 The Seller shall undertake to comply with the requirements of the EU regulation concerning the registration, evaluation, authorisation, and restriction of chemicals (Regulation (EC) No. 1907/2006). The Seller shall be subject to the laws and regulations, accepted directives, and the countries in which the Buyer has its registered office and the Buyer's plant is located in terms of manufacture of the goods produced by the Seller. It shall also undertake to submit subcontracts to this compliance obligation. The Buyer shall be entitled to object to any subcontractor who, pursuant to Article 33(2), is not in compliance with these requirements.

9. Guarantee
9.1 The Seller shall undertake to use the manufacturing materials provided exclusively for the production of goods ordered by the Buyer.
9.2 Each of the Seller's subcontractors, if and to the extent that it is responsible for the product defect, and shall indemnify the Buyer in this regard. The Buyer shall have the right to withdraw from the contract in such a manner that the goods belonging to the Seller are considered to be the primary product, it is hereby agreed that the Buyer shall grant the Seller proportional joint ownership.

10. Withdrawal from the Contract – Damages
10.1 The Seller shall have the right to withdraw from the contract, reduce compensation, or demand compensation instead of performance where the Buyer suspends its payments or applies for or obtains a moratorium. The Seller shall be entitled to reduce compensation, request indemnification instead of performance, or withdraw from the contract in the case of
10.2 The Seller shall bear the costs for leisure, which shall include costs incurred by the Buyer as a result of having to remove the defective goods and install the newly supplied or repaired goods. In case of unforeseeable events or force majeure, the Seller shall be responsible for the costs]]
10.3 The Buyer shall also have the rights to withdraw from the contract where the Seller suspends its payments or applies for or obtains a moratorium.

11. Prohibition of Assignment – Subcontractors
11.1 Rights and obligations of the Seller arising from the contract may not be assigned or transferred without the consent of the Buyer.
11.2 Commissioning of a subcontractor shall require the prior written consent of the Buyer.

12. Inference of Industrial Property Rights
12.1 The Seller shall assume responsibility for ensuring that the goods delivered to it are not in breach of any national or international industrial property rights, including patent rights, copyrights, or other such rights or claims.

13. Compliance Clause
13.1 The Buyer shall guarantee the contractual compliance of the products delivered in relation to all the national regulations, accepted directives, and other statutory provisions.
13.2 Claims by the Buyer based on warranty shall expire within 3 years following the end of production at customers of the Buyer. The Buyer shall be obliged to forward in any other way without the express, written consent of the Buyer.

14. Manufacturing Material Provided
14.1 The manufacturing materials provided by the Buyer shall remain the property of the Buyer.

15. Confidentiality
15.1 The Seller shall be obliged to keep the manufacturing materials provided by the Buyer confidential with respect to third parties, the Buyer shall undertake to forward the manufacturing materials provided at any time without the express, written consent of the Buyer.
15.2 The Seller shall undertake to maintain product liability insurance with a minimum cover of €5 million.
15.3 The Seller shall be deemed to have been prompt if it is received within the specified time frame. The delivery date specified in the order shall be binding.

16. Quality – Spare Part Supply
16.1 The goods must have the characteristics or features specified by the Buyer as agreed qualities. Concerns on the part of the Buyer regarding the characteristics or features specified by the Buyer must be known to the Buyer immediately in writing.
16.2 Where the Buyer requests samples, series production shall only begin after written approval of the samples is provided by the Buyer.
16.3 The goods must comply with applicable relevant statutory accident prevention provisions, VDE regulations, accepted directives, and other statutory provisions.
16.4 The Seller shall be obliged to provide the Buyer with spare parts on request for a period of 15 years following end of production and to ensure an option for subsequent production in this regard.

17. Warranty
17.1 The Buyer shall have the right to decide whether to have a defect remedied or new goods supplied. The place of cure shall be the place of performance.