

Additional legal information for orders

All deliveries, services and offers by the supplier shall be effected exclusively on the basis of the following conditions. Conditions of the supplier, in particular conditions of the supplier conflicting with or deviating from the following conditions, are not accepted and will therefore not apply, even if we have not explicitly objected to their validity in the individual case. This also applies if we unconditionally accept the delivery by the supplier, although we are aware of conflicting conditions of the supplier.

In addition, the following instructions must be complied with, when delivering goods or documentation to John Crane:

1. Delivery of Goods:

Deliveries must be packaged separately for each John Crane order item.

The John Crane order item number and article number must be clearly visible and legible on the respective packaging.

John Crane reserves the right to return any deliveries, which are not marked accordingly, at the supplier's cost.

If the delivery address and the ordering address are not identical, a copy of the delivery note containing the relevant information must be sent to the buyer.

2. Documentation:

The complete, updated and clearly legible English-language documentation must be sent along with the delivery of goods, exclusively as an unprotected PDF-file (one file per delivery item), containing the John Crane order number and order item, to the following email address: Einkauf.JFUL@johncrane.de

Payments shall be made only, if the documentation has been approved by our quality control department.

3. Order confirmations:

As a supplier, you are obliged to make John Crane aware of any aspects in which your order confirmation deviates from our order specification.

Respective information must be provided on the front page of your order confirmation, making reference to the item. (e.g. differences in quantity, delivery date, technical details, alternatives, unclear contents, missing features in our order).

4. Warranties:

The supplier explicitly warrants that the complete delivery covered by the agreement complies with the specifications, drawings, samples and performance guarantees, as well as with all descriptions provided by John Crane of any kind, that it was professionally produced from high-quality material and that it is marketable and without defects. The supplier further explicitly warrants that the entire delivery is suitable for the intended use. In case the agreed delivery includes certificates, inspection reports or similar documents, the details contained therein shall be deemed as warranted properties, even if such certificates etc. were provided by sub-contractors.

The delivery must comply with the most current version of the German Industrial Code (*Gewerbeordnung*) and the German Machine Protection Act (*Maschinenschutzgesetz*). You further warrant that your entire delivery including purchased parts does not infringe third-party property rights.

The warranty binds you for 24 months, commencing on the date the system is first used at the installation site; however, the warranty shall end upon the expiry of the 36th month after the arrival of the delivery at the latest.

5. Duty to inspect and to report defects:

With respect to the obligation of inspection, notification and rejection the statutory provisions (Sections 377, 381 German Commercial Code (*Handelsgesetzbuch*)) shall apply under the following conditions: Our duty of inspection shall be limited to defects which become apparent upon visual check during our incoming goods inspection, including review of the delivery documents and random examinations according to our quality control process (e.g. transport damages, wrong or short deliveries). An inspection is not required if acceptance has been agreed upon. This shall not affect our duty to report hidden defects discovered at a later stage. In all cases, our complaint (notification of defects) shall be deemed without undue delay and in time, if it is sent to the supplier within 14 working days upon receipt of the goods, and/or -in case of hidden defects- upon discovery of the defects.