

General Purchasing Conditions

Preamble

These General Purchasing Conditions apply exclusively to all contracts of NDT Global, hereinafter referred to as "NDT Global".

NDT Global's purchasing conditions take precedence over all general terms, delivery, contractual, and purchasing conditions of the supplier. The latter shall not become part of the contract even without the express objection of NDT Global. This also applies to subsequent transactions regardless of whether these conditions are expressly referred to again. The unconditional acceptance of deliveries and services does not constitute acceptance of the supplier's conditions.

§ 1 Offer / Order

(i)

When submitting offers, the supplier shall declare its acceptance of these General Purchasing Conditions. If such an express declaration is omitted, the performance of the order shall in any case be deemed confirmation of these terms.

(ii)

The supplier shall confirm orders in writing immediately. If no confirmation is received within 10 calendar days after receipt of the order, NDT Global is entitled to revoke the order without the supplier being entitled to claim damages as a result.

(iii)

Unless otherwise agreed in writing, all prices are net exclusive of statutory VAT, delivered free domicile (DDP, Incoterms 2020) inclusive of all incidental costs such as installation costs.

(iv)

Any deviations from the order submitted will only be recognised if NDT Global has received a written order confirmation in due time before fulfilment and has given its express agreement.

(v)

In the event of a full or partial termination or withdrawal by NDT Global, NDT Global shall reimburse the supplier for the demonstrably incurred and reasonable direct costs up to the point of termination. Further claims, in particular loss of profit, are excluded.

(vi)

NDT Global is at any time entitled to offset all amounts owed by the supplier against claims of the supplier arising from this or any other order.

§ 2 Delivery

(i)

The delivery dates stated in the order are agreed and binding. The supplier is obliged to notify NDT Global in writing without delay if circumstances become known that prevent the delivery dates from being met.

(ii) The supplier shall (temporarily or fully)

suspend performance of the order if NDT Global requests this with stated reasons.

(iii) The supplier undertakes to deliver the goods within the goods-receipt hours stipulated by NDT Global.

(iv)

Unless otherwise agreed, complete order

volumes are to be delivered.

(v)

If partial deliveries have been agreed, NDT Global is entitled to use or install the delivered parts before completion of the whole order without thereby accepting contractual delivery. Extended or prolonged retention-of-title claims of the supplier are not recognised. The provision of factory certificates, acceptance certificates, operating manuals, and the carrying out of all authority-required tests form part of the fulfilment of the contract.

(vi)

Dispatch shall be made to the address stipulated by NDT Global. The order number, order date, and description of the items must be noted on the accompanying dispatch documents.

(vii)

The place of performance is the stipulated delivery address. The supplier bears the transport risk until handover at the place of performance.

§ 3 Invoice / Payment

(i)

Payment will be made either within 14 days less 3% discount or within 60 days net after receipt of an auditable invoice and duly completed service/delivery, unless agreed otherwise.

(ii)

Payments made by NDT Global do not represent acceptance of proper, defect-free performance of the contract.

§ 4 Quality Inspection / Acceptance

(i)

NDT Global will examine the delivered goods for discernible defects within 10 working days after receipt. The issuance of a receipt does not constitute a waiver of any claims, in particular in respect of hidden defects, which NDT Global shall report without delay upon discovery.

(ii)

In the case of transport damage, wrong deliveries, faulty deliveries, and/or any other

complaints, the supplier shall deliver replacements immediately and without additional cost to NDT Global. The supplier shall bear all costs and expenses for storage, re-packaging, and return.

§ 5 Remedy of Defects

(i)

The supplier warrants that the items delivered or the services performed have the agreed characteristics and are free from defects that negate or reduce the value or their suitability for ordinary use or for the purpose stipulated in the contract. The warranty period for remedying defects is 24 months.

(ii)

If the items delivered or services performed do not conform to the agreed quality or contain material or legal defects, the supplier shall remedy these immediately and free of charge for NDT Global. NDT Global may, at its sole discretion, demand replacement delivery or rectification. Statutory rights remain unaffected.

(iii)

The supplier is obliged to compensate all damages, expenses, and/or other disadvantages incurred by NDT Global in connection with the delivery of goods or services and the remedy of defects.

(iv)

If NDT Global is held liable by third parties due to non-contractual performance by the supplier, the supplier shall indemnify NDT Global from resulting claims in accordance with applicable statutory provisions, insofar as the supplier is responsible for the breach of obligation.

§ 6 Care / Maintenance

(i)

In the case of delivery of hardware and software, the supplier agrees to guarantee care and maintenance for at least 5 years.

§ 7 Intellectual Property Rights

(i)

If the performance of the order involves third-party industrial property rights or copyrights, the supplier shall obtain the necessary licences at its own expense and shall indemnify NDT Global on first demand from all liabilities, damages, and expenses that may arise for NDT Global from the use of such rights. At NDT Global's option, the supplier shall defend at its own expense any suit which, if successful, would entitle NDT Global to invoke such indemnity.

(ii)

If the supplier's own industrial property rights or copyrights are affected at the same time as the performance of the order, the supplier shall grant NDT Global, simultaneously with performance of the order, an irrevocable right to use these rights without limitation or charge in connection with the delivered item.

(iii)

All rights concerning ideas, inventions, know-how, plans, and/or data which arise in the course of or as a result of the performance of services of the supplier pursuant to the order shall be deemed work created on behalf of NDT Global and shall be transferred to NDT Global inclusive of all patent rights and know-how. On demand of NDT Global, the supplier shall transfer to NDT Global the intellectual property of the inventions, know-how, plans, and data created by order of NDT Global.

§ 8 Drawings**(i)**

Any examination and approval of drawings by NDT Global serves to support the supplier and does not release the supplier from its responsibility for the fulfilment of all requirements of the order.

§ 9 Hazardous Substances / Work Safety

(i) If goods or other services sold or otherwise delivered to NDT Global within the scope of an order contain hazardous materials or substances requiring disposal, the supplier shall provide all relevant information in accordance with statutory provisions and take the corresponding protective measures. The supplier shall dispose of all

hazardous substances produced by it during work on site in accordance with applicable regulations.

(ii)

In accordance with applicable health and safety regulations, the supplier shall take all necessary safety precautions during the performance of its services on site.

(iii)

When performing services on site, the supplier undertakes to follow all instructions regarding the work safety of NDT Global personnel, to observe all relevant guidelines for subcontractors and suppliers, and to participate in any training. Non-compliance with instructions as well as any violation of relevant guidelines by the supplier constitutes grounds for extraordinary termination of the contract.

§ 10 Termination / Withdrawal from Contract**(i)**

NDT Global may terminate the order either partly or wholly at any time. After receipt of the notice of termination, the supplier shall immediately cease all work, terminate all subcontracts insofar as these relate to the terminated services, and surrender all drafts, drawings and specifications, materials, and completed work to NDT Global. NDT Global shall reimburse the supplier for all direct costs demonstrably and reasonably incurred in connection with the premature termination/withdrawal from the contract.

§ 11 Confidentiality**(i)**

The supplier undertakes to keep confidential the trade and business secrets of NDT Global that become known to it. For verbally exchanged trade or business secrets, confidentiality must be confirmed in writing by NDT Global within 5 working days. In the event of culpable breaches of the confidentiality obligation, NDT Global may withdraw from or immediately terminate the contract. Further rights remain reserved.

(ii)

The following information shall not be regarded as trade or business secrets:

- (a) information that has demonstrably already become public knowledge;
- (b) information demonstrably available to the supplier in writing prior to receipt from NDT Global; or
- (c) information whose disclosure has been approved by NDT Global.

(iii)

The above confidentiality provisions apply for 5 years after disclosure of the corresponding information or 3 years after completion of the order.

§ 12 Compliance and Sustainability

The supplier undertakes to comply with all applicable statutory provisions, in particular in the following areas:

- Prevention of corruption and bribery
- Export control and sanctions regulations
- Labour and human rights, including the prevention of child labour
- Environmental protection and occupational health and safety

The supplier shall take appropriate measures to ensure compliance with these requirements within its supply chain as well. Upon request, the supplier shall provide NDT Global with corresponding information or evidence to a reasonable extent.

§ 13 Anti-Bribery and Corruption

The supplier agrees and undertakes that in connection with the contract and the transactions between the parties, it will comply with all applicable laws, rules, regulations, decrees, and/or official governmental orders. NDT Global expressly prohibits the payment of bribes and any so-called "facilitation" or "grease" payments in connection with NDT Global's business operations by any party engaged to provide goods or services to NDT Global. The supplier represents and warrants that it has complied and shall comply with all anti-money laundering and anti-corruption laws applicable to either party and that it will adhere to the principles of NDT Global's Code of Conduct & Ethics in connection with the contract.

The supplier represents and warrants that it has not made, offered, promised, or authorised and will not make, offer, promise, or authorise any improper or illegal payment, gift, or other advantage, whether directly or through any other person or entity, to any third party, including any "government official" (i.e., any person holding a legislative, administrative, or judicial office, including any person employed by or acting on behalf of a public agency, a government-controlled enterprise, or a public international organisation) or any political party or political party official or candidate for office, for the purpose of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business.

Except as otherwise disclosed in writing to NDT Global, no "government official" is or will become associated with or will own any interest in the supplier/contractor.

§ 14 Force Majeure

(i)

Events of force majeure beyond the control of a party that materially impede or make contractual performance impossible shall release the affected party from its performance obligations for the duration and extent of the disruption.

(ii)

The affected party shall notify the other party in writing without delay and shall take all reasonable measures to mitigate damages.

(iii)

If the impediment lasts longer than 60 calendar days, both parties are entitled to terminate the contract in full or in part.

§ 15 Miscellaneous / Governing Law / Jurisdiction

(i)

The supplier accepts the NDT Global Code of Conduct & Ethics. The document can be found on the NDT Global website.

(ii)

Verbal agreements require written confirmation to

become binding.

(iii)

The law of the country of the registered office of NDT Global identified in the Purchase Order applies under the exclusion of the Vienna Convention for the International Sale of Goods (CISG). Any dispute or difference of any kind whatsoever between the parties that is not resolved within 3 weeks by negotiations of the parties on a senior management level, in connection with or arising out of the Contract shall be submitted to the competent courts of the city of the registered office of the NDT Global entity identified in the Purchase Order.

(iv)

Should any of the above provisions be or become wholly or partly invalid, this shall not affect the validity of the remaining conditions. The parties shall replace the invalid or ineffective provision with one that is economically equivalent to the extent permitted by law.

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