

General Purchase Conditions

- 1. Area of Application**
 - 1.1 Any delivery of goods and services to us (hereinafter "the Customer") shall be subject to these Terms and Conditions, if nothing else has been agreed. They are also valid for all future contracts with the Supplier.
 - 1.2 These general purchase conditions shall be valid even if the Customer, aware of a Supplier's conflicting or divergent conditions, accepts a delivery from this Supplier without reservation.
 - 1.3 These general purchase conditions are also applicable to contracts of work and services in which the Supplier supplies the material from which the work is to be made.
- 2. Offer, order**
 - 2.1 The expression of will bent on the conclusion of a delivery contract (order) must be in writing in order to be binding.
The Customer has implemented an energy management system in accordance with DIN EN ISO 50001 (EnMS) in order to sustainably reduce his energy consumption through energy-efficient operations. The Supplier is encouraged to inform the Customer if he implements such an EnMS in his company in order to improve his energy efficiency.
He is asked to point out energetically efficient components in his offer and offer them to the Customer as an alternative, as the energy rating is taken into account in the decision.
 - 2.2 The Supplier is obliged to accept the order in writing within two weeks from the date of order, stating the price and delivery period. This means that the Customer must receive the Supplier's acceptance within these two weeks. After expiry of this date the Customer is no longer bound by his order. No remuneration will be granted for the drawing up of offers, plans, drafts and such like.
 - 2.3 The supplier has to inform the Customer about missing documents. If the Supplier diverges in his confirmation from the order of the Customer, he has to advise the Customer expressly without delay.
 - 2.4 If nothing else has been agreed the delivery is to be made "Free Works" (DDU) including packaging. Even if the Customer is to arrange transport / pick-up the agreed price includes the price for packaging if nothing else has been agreed upon expressly.
- 3. Delivery time and delay**
 - 3.1 Delivery dates and deadlines agreed upon are binding. The goods must arrive at the Customer's within the stipulated time. If the goods are not to be delivered "Free Works" (DDU), the Supplier must make the goods available taking into account the usual time for loading and forwarding and inform the Customer accordingly in writing that the goods are ready to be collected.
 - 3.2 The Supplier must inform the Customer in writing and without delay of any circumstances which make it impossible for him to keep the delivery date or deadline.
 - 3.3 If the Supplier fails again to deliver or perform within an additional period of grace set by the Customer, the Customer shall without prior notice be entitled to refuse acceptance, rescind the contract or demand compensation for non-performance. The Customer shall be entitled to rescind the contract or demand compensation for non-performance even if the delay was not the Suppliers fault.
- 3.4 Unless otherwise agreed and in case of default the Customer is entitled to claim a contractual penalty of 0.5 % of the value of the goods for each beginning week of default; but no more than 5 % of the total value of the goods in all. The Customer reserves the right to assert further claims should the loss exceed the contractual penalty.
- 3.5 The right to demand an agreed upon contractual penalty for inappropriate performance shall be reserved until the final payment.
- 3.6 In case of force majeure, such as natural disasters, war, strike or other unforeseeable events, which cause major stoppages, the Customer is entitled, under exclusion of any claims for compensation by the Supplier, to withdraw from the contract.
- 4. Prices, invoices and payments**
 - 4.1 Prices shall be fixed prices. They shall include all expenses in connection with the goods and services provided.
 - 4.2 Each invoice must state the Supplier's number assigned by the Customer, the order number, a clear designation of the delivery item, the customs tariff number if necessary and the department or the branch to be supplied.
 - 4.3 Payment is only made after the Customer has received the goods as per agreement as well as the proper and verifiable invoice. Deliveries which are made before the agreed date are deemed to have taken place at the agreed date of delivery.
 - 4.4 Should, by way of exception, a deposit have been agreed upon this deposit will only be made against an unlimited bank guarantee in accordance with the Customer's terms.
 - 4.5 If nothing else has been agreed the term of payment is payment within 14 days after the goods and invoices are received less 3 % cash discount or 30 days net after the goods and invoices are received.
 - 4.6 If a delivery is faulty in some way the Customer is entitled to refuse payment to an appropriate extent until the order has been properly fulfilled.
 - 4.7 The Supplier may only assign his claims to third parties if the Customer has agreed to this beforehand in writing.
 - 4.8 The Customer is entitled to offset payments against claims of Group companies.
- 5. Dispatch**
 - 5.1 The Supplier must inform the Customer of the dispatch in writing on the day of dispatch at the latest. The Customer's order no. and the date of order have to be indicated on all documents, such as consignment notes, advices of dispatch and parcel directions. In case of part or final deliveries this fact has to be stated expressly. Should insufficient or wrong indications either by the Supplier or his forwarder lead to wrong or incorrect transport management or customs clearing the Supplier is liable for the damage or extra costs resulting there from.
 - 5.2 For machines and devices, a technical description and operating instructions in both English and German must be included in the delivery in writing and/or digital format without additional costs. For software products, the delivery obligation includes the obligation to provide the complete documentation. For programs created especially for the Customer, the program must also be supplied in the source format.

- 6. Passage of risk, title**
- 6.1 Irrespective of the agreed Incoterms the risk passes to the Customer in case of delivery without installation or assembly upon receipt at the delivery address and in case of delivery with installation or assembly upon successful completion of the acceptance test. Initial operation or use shall not be regarded as a substitute for a declaration of acceptance.
- 6.2 The Customer shall acquire property of the delivered goods upon payment. Any elongated or extended retention of title shall be excluded.
- 7. Obligation to examine goods and notify defects**
- 7.1 The Customer will examine incoming goods only regarding externally noticeable damages and externally noticeable deviations of identity or quantity. Such defects will be notified without delay. The Customer reserves the right to conduct a more extensive examination of incoming goods. Furthermore the Customer will notify defects as soon as they become apparent in the ordinary course of business. Insofar the Supplier shall waive the objection of delayed notice of defects.
- 7.2 If the Customer returns defective goods to the Supplier he shall be entitled to charge the Supplier for the respective invoice amount paid. The Customer reserves the right to claim further expenses.
- 8. Warranty of defects of quality and title**
- 8.1 Defective deliveries must be replaced immediately by deliveries that are free from defect, and faulty services must be faultlessly repeated. In the event of development or design errors the Customer shall be entitled to immediately assert the rights provided for under section 8.3.
- 8.2 The Supplier shall require the Customer's consent in order to repair defective goods or services. He shall bear the risk for the time in which the defective goods are not in the Customer's custody.
- 8.3 If the Supplier fails to remedy the defect within an additional appropriate period of grace the Customer shall be entitled at his own discretion to rescind the contract or reduce remuneration and additionally in either case to demand compensation.
- 8.4 In urgent cases, especially in order to prevent an exceptionally high damage or loss, for the removal of insignificant defects and in the event the Supplier is late in remedying a defect, the Customer shall be entitled, after notifying the Supplier, to remedy the defect and any resultant damage or loss by himself or through third parties at the Supplier's expense. This right shall also apply if the Supplier is late in delivering goods or services and the Customer must remedy defects immediately in order to avoid missing his own delivery deadlines.
- 8.5 If nothing else has been agreed, the warranty period shall be 36 months as from the passage of risk in accordance with section 6. The expiry of the warranty period shall be suspended during negotiations on warranty claims and, if the VOB/B applies, from the date of notification of defects.
- 8.6 If the Supplier fulfils his obligation to remedy a defect by replacing the faulty item the grace period shall commence to run afresh for the new item on the date of its delivery.
- 8.7 If the Supplier has to deliver or perform in accordance with blueprints, drawings or other specific demands of the Customer, the conformity with such demands shall be deemed as expressly warranted. If delivery or performance deviates from the requirements the Customer shall immediately have the rights under section 8.3.
- 8.8 In any case the statutory rights shall remain unaffected.
- 8.9 If, after receipt of a warning letter, the Supplier is again late in supplying essentially identical or similar goods or services, or such goods or services are again defective, the Customer shall immediately be entitled to rescind the contract. This right of withdrawal shall also extend to goods and services to be supplied at a later date whether based on the same of any other agreement.
- 9. Product Liability**
- 9.1 The Supplier shall indemnify the Customer against all claims raised against the Customer by third parties – for whatever legal reason – due to a defect of quality or title or any other defect of a product delivered by the Supplier and shall also reimburse the expenses of the Customer necessary for the defense against the claims.
- 10. Confidentiality and Data Protection**
- 10.1 The parties undertake to keep secret all commercial and technical details which come to their knowledge during the course of their business relationship and which are not generally known, and not to pass them on to third parties.
- 10.2 Drawings, designs, templates, samples and such like must not be given to or otherwise be made available to unauthorized third persons. The reproduction of such material is only permitted insofar as this is necessary for the operational procedure and in accordance with the copyright.
- 10.3 Subcontractors must be caused to comply with these obligations.
- 10.4 The Customer points out that personal data provided in the course of the contractual relationship is stored and may be transferred to associated companies in the corporate group.
- 11. Means of production**
- 11.1 All technical documents, designs, tools, printer's copies, drawings and other means of production provided by the Customer shall remain Customer's property. They must automatically be returned to the Customer unsolicited as soon as the order has been executed, together with any duplicates the Supplier may have made. The Supplier shall not be entitled to assert a right of retention in this respect. The Supplier may only use the said objects in order to execute the order and must not pass them on or make them otherwise available to unauthorized third parties. The said objects may only be duplicated insofar as it is necessary for the execution of the order.
- 11.2 The ownership in technical documents, designs, tools, printer's copies, drawings and other means of production which are made by the Supplier at the Customer's expense passes to the Customer as soon as payment has been effected. Like the means of production provided by the Customer, they must be treated and stored with care, insured by the Supplier against fire, water damage, theft, loss and other damage at the Supplier's cost, and may only be made available to third parties or used for the execution of orders by third parties with the Customer's prior written consent. After the order has been processed the means of production have to be handed over to the Customer immediately and unsolicited.



12. Quality and Environmental protection

- 12.1 The goods and services must comply with the statutory provisions, especially the provisions relating to safety and environmental protection, including the regulations on hazardous substances, with safety recommendations of competent German professional bodies or organizations, such as DIN and with the agreed-upon technical requirements.
- 12.2 Concerning the information on the properties of the item and the guarantees the Supplier is obliged to take special records in German or English on the production and testing proceedings, the details of which are agreed upon between the parties separately. Subcontractors and upstream suppliers must be caused to comply with the same obligations.
- 12.3 If services are provided the Supplier is solely responsible for the compliance with the regulations on accident prevention. Deliveries of technical components must include essential safety devices as well as manufacturer's instructions free of charge.
- 12.4 The Supplier is requested to improve his energy efficiency, to implement an energy management system and to inform the Customer accordingly.

13. Industrial property rights

- 13.1 If the Supplier is at fault he is liable for any claims that arise if the usage of the goods as agreed in the contract leads to the infringement of industrial property rights or applications (property rights).
- 13.2 The Supplier indemnifies the Customer against all third party claims arising from the usage of such rights. This does not apply insofar as the Supplier produced the delivered item according to the Customer's specification and the Supplier could not know, while developing the delivered item, that it would infringe any rights. In addition, the Customer's right to claim for damages remains unaffected.
- 13.3 At the Customer's request the Supplier will list all property rights he knows of or learns of and which he uses in connection with the items already delivered or to be delivered.

14. Import and export provisions

- 14.1 For goods and services from a country within the EU (other than Germany), the EU value added tax identification number and the statistical commodity code must be given.

15. Miscellaneous

- 15.1 The laws of the Federal Republic of Germany shall apply exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the referral rules of the German private international law shall not apply.
- 15.2 The place of jurisdiction, provided that the Supplier is a businessman, shall be the place of business of the Customer. However, the Customer may also take legal action against the Supplier at Supplier's place of business.
- 15.3 If bankruptcy or judicial or extrajudicial settlement proceedings against the Supplier have been initiated the Customer is entitled to rescind the contract.
- 15.4 The business relationship with the Customer may only be disclosed for advertising purposes with the Customer's prior written consent.
- 15.5 Customary trade terms shall be interpreted in accordance with the Incoterms currently in force.
- 15.6 If a court or any other competent body holds any provision of these General Conditions or any part thereof to be illegal, invalid or unenforceable, the remaining provisions and remainder of the relevant provision will remain in full force and effect.