

1. Scope of Application

1.1.

All – including future – orders shall be subject to the following general purchasing terms only (hereinafter only the "Conditions"), unless agreed on differently. Terms and conditions of the supplier shall not become part of the contract even if we do not expressly object to them.

1.2.

These Conditions shall only apply towards companies in the meaning of § 14 German Civil Code (BGB), legal entities of public law and public-law special funds (hereinafter the "Suppliers").

2. Conclusion of the Contract, Contents, Correspondence

2.1.

Only written orders and agreements shall be binding. In particular, our employees shall be obligated to confirm any oral agreements that go beyond the content of the written contract or that change these Conditions to our disadvantage in writing.

2.2.

The Supplier shall confirm the order in writing without delay. If we do not receive the order confirmation within 10 days of the order date, we shall have the right to revoke the order without the Supplier being able to derive any claims from this.

2.3.

The Supplier shall indicate our order number and EDP number for the item ordered in any correspondence with us.

3. Delivery and Production Time

3.1.

Agreed dates shall be binding. Compliance with the delivery date shall be based on receipt of the delivery at the destination.

3.2.

When the Supplier recognises that timely completion of the delivery and/or service (hereinafter together the "Delivery") is wholly or partially impossible, he shall inform us of this without delay, including the reasons and the expected duration of the delay.

3.3.

Partial deliveries shall only be permitted if we agree in writing.

3.4.

The period for performing our contractual obligations shall extend in cases of force majeure, labour disputes, interferences of operation, lack of energy or raw materials, unrest or other unforeseeable and unavoidable events for which we are not at fault, for the duration of the fault and at the scope of its effect. We shall inform the Supplier of the start and end of the obstacles named without delay.

3.5.

In case of default, we shall have the right to claim a contractual penalty at 0.5% per complete week of default, but no more than 5% of the agreed total price of the Delivery in total, as contractual penalty. Any further rights shall not be affected. Supplier shall be free to prove that a lesser damage than the contractual penalty has been incurred. We reserve the right to assert this contractual penalty until the final payment.

4. Delivery/Acceptance

4.1.

Every Delivery must include delivery and shipping documents indicating our business reference, order number, designation of the Delivery, type of packaging and the quantity and weight (gross and net) of the Delivery.

4.2.

The invoice shall be sent to our address separately for each order and in duplicate.

4.3.

We shall have the right to specify the shipping method and carrier. Otherwise, the Supplier shall be obligated to choose the shipping method most beneficial for us.

4.4.

The Supplier has not met his delivery obligation until receipt of the proper delivery and shipping papers by us. Up to then, we have the right to store the Delivery at the Supplier's expense and risk.

5. Pricing and Payment

5.1.

The agreed prices are fixed prices including packaging, customs clearance and shipping costs.

5.2.

In the absence of any other agreement, payment shall take place at our choice either within 14 days with 3% discount or within 30 days net.

5.3.

We reserve free choice among all common means of payment. The payment period shall commence after receipt of the invoice pursuant to item 5.2, but in no case before the contractual complete receipt of goods and receipt of the documents according to item 4, and not before the agreed delivery date.

6. Packaging

6.1.

The goods to be delivered must be packed commercially or applied with a special packaging as instructed by us if we require this. We shall only assume any special packaging costs upon advance agreement.

6.2.

If the Supplier does not take back the packaging free of charge for us at our request, we shall have the right to return the packaging to the place of origin carriage paid or, in coordination with the Supplier, charge appropriate costs for disposal to him instead.

7. Passing of Risk

The risk passes to us when the unloading is completed at the destination. This shall also apply if we involve dedicated transport staff.

If acceptance has been agreed or specified by law, the risk shall pass to us at successful acceptance by a person authorised by us for this purpose.

8. Liability for Defects

8.1.

Supplier warrants that the object of the delivery is free from any defects of title and materials at transfer to us and complies with the recognised state of the art, the relevant laws, protection and accident prevention provisions, and the common and technical quality assurance standards (e.g. DIN, VDE, VDI, TÜV, Ex-directives of the BG). At different designs of these standards, the German version shall be relevant.

8.2.

The Supplier shall be obligated to perform an outbound goods inspection. After receipt of the goods, we shall examine the goods for obvious defects, identity, deficits and transport damage. There is no further obligation to inspect. We shall report defects to the Supplier within an appropriate period after they are discovered. In this respect, the Supplier waives the objection of belated report of defects.

8.3.

In case of defects, we shall be due the full statutory rights from defects; in particular, we may demand subsequent delivery of the defective goods instead of improvement. Furthermore, we shall have the right to remove the defects ourselves, have removal performed by a third party or procure a replacement otherwise at the Supplier's expense after unsuccessful expiration of an appropriate grace period or - if a grace period cannot be set due to special urgency - upon information of the Supplier.

8.4.

The period of expiration for claims from defects shall be 24 months from delivery or – if agreed – from acceptance.

8.5.

If the Supplier improves delivered objects or replaces them wholly or in part, the period of expiration according to item 8.4 for such parts shall recommence except in case of inessential subsequent performance efforts or express goodwill work by the Supplier.

8.6.

The Supplier shall bear all expenses for the purpose of subsequent improvement or replacement deliveries at the site of use of the goods. We shall inform the Supplier of the site of use on request.

9. Third-Party Property Rights

9.1.

The Supplier warrants that use of the delivered goods will not violate any property rights, such as patents or utility samples, other rights or business or operating secrets or third parties - also in the country of use. In this respect, he shall release us from any third-party claims upon the first written request, except if he is not at fault for such violation.

9.2.

The Supplier shall not be liable where he only produces goods according to our drawings and models and did not know or did not have to know that production of such goods violates any third-party rights.

10. Liability

10.1.

If any customer or other third party raises any claim against us due to product liability, the Supplier shall be obligated to indemnify us against such claims at the first written request if and as far as the defect of the product delivered by the Supplier caused or contributed to the damage. In cases of liability depending on fault, however, this shall not apply if the Supplier is not at fault.

10.2.

If the cause of the damage is in the Supplier's scope of responsibility, proof of origin of the defect for the damage shall be sufficient; otherwise, Supplier shall bear the burden of proof.

10.3.

The Supplier shall, in any case, bear the costs and expenses corresponding to his share in the cause/fault, including the costs for any legal proceedings or recall campaign; this shall include recognisable or threatening serial defects.

10.4.

The Supplier is obligated to cover his liability risk by insurance and to document appropriate coverage to us on request.

10.5.

Damage that results from non-compliance with these Conditions shall be assumed by Supplier. Apart from this, he shall also be liable for any even simply negligent conduct of his employees or officers.

10.6.

We shall be liable according to the law, no matter the legal reason, in case of wilful intent or gross negligence. In case of simple negligence, we shall only be liable in case of violation of an essential contractual obligation the performance of which is required for proper execution of the contract and the compliance with which the Supplier regularly trusts in and may trust in, and the violation of which endangers achievement of the purpose of the contract, limited to reimbursement for the damage typical for the contract. Our liability from violation of life, body or health under the product liability act and from guarantees shall not be affected. Our liability shall be excluded in any other cases.

11. Means of Production, Samples, Drawings

11.1.

Title in any tools or other production media produced in our order and paid for by us shall pass to us at complete payment. The transfer of possession shall be replaced by the Supplier borrowing the objects from us. The Supplier shall store the objects in which we hold title separately from other objects that do not belong to us. Our title must be made visible on the objects directly and in the books. After termination of the business relationship, the tools shall be released upon request. The Supplier must not use such tools and production media for his own purposes or make them accessible to any third parties.

11.2.

The Supplier must not use any products produced according to documents designed by us (such as drawings, models and similar) or based on our confidential information or with our tools or re-built tools directly and must not offer or deliver them to third parties.

12. Provision of Material

Any material provided by us shall remain our property and shall be kept separately from other objects by the Supplier free of charge and with the diligence of a proper merchant, and marked as our property. It must only be used to perform our order. Culpably caused damage to provided material shall be reimbursed by the Supplier. The objects shall be insured sufficiently against loss and damage.

13. Secrecy

13.1

The Supplier commits to keeping any details of our orders, such as piece numbers, technical execution, conditions, etc. and information requiring secrecy that he has received deliberately or accidentally by us secret from any third parties. The inclusion of our company in any reference lists or use of our orders for advertising purposes shall require our advance written consent.

13.2.

Documents and other objects of any kind, such as samples, drawings, tools, models, etc., that we provide the Supplier with, shall be returned to us unprompted and free of charge as soon as they are no longer needed to perform the order. The Supplier must not use such objects for his own purposes or make them accessible to any third parties.

13.3.

The Supplier commits to paying a contractual penalty at 20% of the order value at violation of these secrecy obligations unless he is not at fault for the violation. Apart from this, we shall have the right to terminate the entire contractual relationship with the Supplier without notice or compensation and to demand back any payments already made in case of particularly severe violations. A particularly severe violation shall in particular be present if the Supplier passes on his acquired or received knowledge to third parties who are our competitors. We reserve the right to assert this contractual penalty until the final payment.

14. Data Privacy

The Supplier agrees that his company-specific data received by us in the scope of the business relationship be saved in our EDO system and processed automatically.

15. Assignment

Assignment or pledging of the rights arising to the Supplier from this contract shall only be permitted with our written consent. This shall not apply to any monetary demands. However, we may pay to the Supplier with discharging effect.

16. Place of Performance, Place of Jurisdiction, Applicable Law

16.1.

The place of performance for any deliveries and services shall be the destination indicated in our order. Where such a location is not named in the order, our office shall be the place of performance.

16.2.

The place of jurisdiction shall be the court competent for our office. However, we shall also have the right to call on the court competent for the Supplier's office.

16.3.

German law shall apply.