

Conditions of purchase 8/2017

I. General / range of application

The existent conditions of purchase shall exclusively apply to all orders. Any conditions of the supplier which are contrary to or different from our conditions of purchase shall not be valid unless they have been expressly acknowledged by us in writing. Acceptance of goods or services of the supplier or payment therefore do not need acceptance.

II. Conclusion of a contract

Conclusions, delivery schedules and orders as well as their amendment shall be made in written form. The corresponding is valid for discrepancy in quality and quantity against the content of our order as well as for future modification of contracts. Standards of orders specified by us and drawings including tolerance data in particular cases are obligatory. With the acceptance of an order the deliverer acknowledges that he informed himself by inspection in existing plans about type of execution and range of service. There is no obligation when obvious mistakes, mistakes in writing and calculation in the order and in documents, drawings and plans submitted by us occur. The supplier obligates to inform us on such corresponding mistakes. This is also valid for missing documents and drawings.

If nothing else is arranged in particular cases, orders will only obligatory, when they are placed with indicating a binding date of delivery within 14 days as from arrival at the supplier who shall confirm it in written form.

Drawings, tools, samples, models, brands and designs or something similar, as well as finished and half-finished products, which are allocated by us or are produced by order of our company, remain our property and shall only be delivered to third persons with our explicit consent in written form. Except as otherwise provided in particular case they have to be returned to us immediately with execution of the order without demand. Using such manufacturing equipment, brands and designs manufactured or marked products are not allowed to be delivered to third persons but with our explicit agreement.

III. Delivery and dispatch

The deadlines and dates shall be binding and be fulfilled at the place of performance. The supplier is in delay when he is not able to keep the appointed date of delivery. If an agreement is missing, he will be in delay if he cannot keep the adequate and usual delivery period.

If deadlines agreed upon are not kept, statutory provisions will be valid. If delays shall be expected, the supplier will inform us immediately and request our decisions concerning the maintenance of the order.

Partial deliveries are not permissible, unless we agreed expressively.

The unreserved acceptance of a delayed delivery or service shall not contain a relinquishment of claims existing due to delayed delivery /services.

Before the expiration of the date of delivery we are authorized to refuse acceptance of goods.

Attention should be paid to our shipping instructions. Costs resulting from non-observance of our shipping instructions shall be paid by the supplier.

Delivery shall be carried out at the expense of the supplier and forwarded to the reception center mentioned by us. If we have to pay freight as an exception, the deliverer will chose the mode of transport instructed by us, otherwise the mode of transport which is the most favorable for our company.

The risk runs over to our company when accepting by our reception.

Packing is included. If exceptionally something other is arranged, package will be charged at cost price. The supplier shall choose the package predetermined by us and he will pay attention that the goods are protected from damages.

Additional and special conditions are written on every order and they must be strictly respected.

IV. Force Majeure

War, civil war, trade restrictions due to political circumstances as well as strike, lockout, restriction of operation and other inevitable circumstances making a fulfillment of contract impossible or unacceptable, are to be classified as force majeure and release us – for the duration of its existence – from duty of purchase in time. The contractual partners are obligated to inform themselves on this fact and to adapt their duties to the changed condition in good faith.

V. Quality and acceptance

The supplier assures that his deliveries are conform to the technical datas, specifications we requested, as well as the accident prevention regulations, VDE-instruction, legal requirements as well as the latest rules of technique which are recognized.

For protection of quality, the supplier shall execute and verify a suitable examination of quality according to type and range of his delivery.

For measurements, quantities and quality the values determined are decisive concerning our incoming goods and quality inspection.

Acceptance of the goods is made under reserve of an investigation concerning freedom from defect , especially concerning accuracy and completeness as far as and as soon as this is doable according to the correct transaction.

The supplier disclaims objection of delayed notice of defect.

Liability to release supplier's declaration is a main part of the contracts for delivery. If long-term supplier's declarations are used, the supplier will be obligated to inform us about changes of original characteristics unsolicited with the concerning order confirmation.

If supplier's declaration turns out to be incorrect or not enough significant

If we or our customers have to do a supplementary payment occasioned by a customs authority due to our faulty certified declaration of origin or if we or our customers have any other financial loss and a mistake occurring from a false origin specification of the supplier, then the supplier will be liable therefor.

If the supplier delivers products in terms of Art. 3 act (EG)Nr. 1907/2006 for registration, quantitation, authorization and limitation of chemical compounds (REACH act), he will be responsible for the fact that he meets the demand of passing on certain information according to article 33 REACH act.

VI. Conditions of Payment

The prices agreed upon are including package, freight and other costs. If no special arrangement is made, payment of invoice will be made within 14 days with 3% cash discount of gross invoice amount or within 30 days net as from expiry date of claim of payment and receipt of the invoice in our factory in Balingen-Ostdorf as well as the goods or service provision.

Payment will be made under reserve of invoice control as well as proper delivery.

In case of advance payment, we are authorized to ask for a bank guarantee.

Claims against us can only be assigned with agreement in written form.

VII. Liability of defects

The supplier assures, that the goods shall be – including presentation and mark-up – up to our indications. Our order shall be executed properly and professionally according to the particular technical standards.

Legal regulations concerning material defects and defects in title shall be valid, as far as it is not regulated otherwise in the following.

Defects or bad service of the goods shall immediately be announced to the supplier as soon as they are detected according to the conditions of a proper business process. If the goods delivered are of insufficient quality we will grant the supplier a chance to a supplementary performance (rework / subsequent delivery). The option therefor is our due. Under presupposition of § 439 clause 2BGB, the supplier has the possibility to refuse the kind of supplementary performance chosen by us. In urgent case we are authorized to execute rework on our own or by a third person. The supplier has to compensate for all costs resulting from this circumstance.

In case of compensation, the supplier is obligated to compensate immediately the damage occurring from a defect. This includes compensation for damages caused by defects.

The supplier is fault-based responsible in case of acceptance of an exercise risk and / or a guarantee.

The warranty period will generally be 3 years as from delivery of the goods (transfer of perils). It is accordingly extended if we are obligated from our customers to make longer warranty periods. If there is a claim against us because of a regress in the sense of §478 BGB, the deadlines - as mentioned in BGB - are valid.

In cause of defect of title, the supplier releases us from eventually existing claims of third persons.

For goods being repaired or delivered as replacement parts within the warranty period, the period of limitation begins newly as from the point of time when the supplementary performance has been executed.

If there are costs arising from defect delivery or other poor service, after all transport costs, material or labour costs, then the supplier has to compensate us for these costs.

VIII. Product liability

In case we are obliged to take over liability according to foreign right because of product liability or similar type of liability, the supplier shall release us from such claims of third persons, as far as damage is caused by a mistake of the goods. Regarding these claims, the supplier gives up claim concerning the objection of limitation of time as long as someone takes a claim on our company.

In case of VIII supplier takes over all the costs and charges connected herewith. Otherwise the legal requirements are valid.

If we and/or the customer are obligated to call-back due to a mistakes caused by the goods of the supplier or if the execution of a call-back is at least reasonable and we are obligated to take over costs of the call-back, then the supplier will be obligated to take over or to discharge our costs.

IX. Property rights

The supplier assures, that rights of third persons are not opposed to the intended use of the goods delivered, particularly no patents or other property rights of third persons are impinged. He releases us and our customers from all claims resulting from use of those property rights.

X. Services

Persons carrying out service works on our factory premises in order to fulfill a contract, shall respect the terms of respective work rules. Liability for accidents is excluded, as far as they have not been caused through gross negligence or premeditative by one of our legal representatives or vicarious agents.

XI. Property in information, provision (confidentiality clause)

All commercial and technical information submitted and popularized by us are to be kept in secret vis-à-vis third persons, as far as they are demonstrably not public. We reserve all the rights concerning such information.

Drawings, plans, samples, specifications, company-internal data, tools, mechanisms and so on, left to the supplier for submittal of quotation or for execution of an order, stay our property. They shall be kept with care of a prudent businessman and may only be used for our orders. The articles produced with material provided by us or manufactured according to confidential information, with our tools or with copied tools shall neither be used by the supplier himself nor offered or delivered to third persons. For this a separate arrangement of confidentiality may be negotiated (GHV2017).

XII. Any other business

Supplements to an agreement must be made in written form to be valid. If one of the appointments is or is going to be void, then the validity of the conditions is incidentally unaffected.

Only the German Law is valid, excluding the conflict in laws and the United Nations Convention on Contracts for the International Sale of Goods.

Place of performance is the place where the goods must be delivered as ordered or the service must be performed.

Place of jurisdiction for any disputes arising out of this contract is Balingen. We are entitled however to bring an action against the supplier in the jurisdiction of his own place of business.