

Conditions of purchase

- Version dated 20/01/2014 -

Section 1 General, scope of application

1. Our conditions of purchase apply exclusively. We do not recognise any terms and conditions of the supplier that contradict or deviate from our conditions of purchase, unless we have expressly agreed to their validity in writing.
Our conditions of purchase shall also apply if we accept delivery from the supplier without reservation and we are aware of opposing terms and conditions of the supplier or such terms which differ from our terms of purchase.
2. All agreements made between us and the supplier for the purpose of the performance of this contract are to be set forth in writing in this agreement.
3. Our conditions of purchase only apply to merchants as defined in Section 24 AGBG (General Terms and Conditions Act).
4. Our conditions of purchase shall apply to all future business transactions with the supplier.

Section 2 Offer and offer documents

1. The supplier is obliged to accept our purchase order within a period of 2 weeks.
2. We reserve our property rights and copyrights to illustrations, drawings, samples, calculations and other documents. They may not be made accessible to third parties without our express written consent.
They must only be used for production based on our purchase order. They must be returned to us unsolicited after completion of the order. Electronic information must be destroyed. They must be kept secret from third parties, in this respect the provision of Section 9 (4) shall also apply.

Section 3 Prices and terms of payment

1. The price quoted in the purchase order is binding.
In the absence of a different written agreement, the price includes free delivery, including packaging.
The return of packaging materials is subject to special agreement.
2. Statutory value-added tax (VAT) is included in the price.
3. We can only process invoices if the purchase order number is indicated on this invoice, as specified in our purchase order. The supplier shall be responsible for all consequences arising from non-compliance with these obligations, unless he can prove that he is not responsible for these consequences.
4. Unless otherwise agreed upon in writing, we shall pay the purchase price within 14 days, calculated from the date of delivery and receipt of invoice, with 2% discount or net within 30 days from receipt of invoice.
5. We are entitled to rights of set-off and rights of retention to the extent permitted by law.

Section 4 Delivery times

1. The delivery time stated in the order is binding.
2. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the stated delivery time cannot be met.
3. We are entitled to assert statutory claims in the event of a delay in delivery. In particular, we are entitled to demand compensation for damages in place of performance after the fruitless expiry of a reasonable period.

Section 5 Transfer of risk and documents

1. The delivery must be made free of charge, unless otherwise agreed in writing.
2. The supplier is obliged to state our exact purchase order number on all shipping documents and delivery notes. If he fails to do so, we are not responsible for delays in processing.

Section 6 Inspection for defects and warranty

1. We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period. The notification of defects shall be deemed to be in good time if it is received by the supplier within a period of five working days, calculated from receipt of the goods or, in the case of latent defects, from their discovery.
2. We are entitled to the full statutory warranty claims. Irrespective of this, we are entitled at our discretion to demand that the supplier remedy the defect or supply a replacement.
In this case, the supplier is obliged to bear all expenses required for the elimination of the defects or for the replacement delivery. We explicitly reserve the right to claim compensation for damages, particularly to the right of compensation in place of performance due to non-compliance.
3. The warranty period is 24 months, calculated from the transfer of risk.

Section 7 Product liability, indemnity and liability insurance cover

1. Should the supplier be responsible for damage to products, he is obliged to indemnify us against claims for damages by third parties upon initial request insofar as the cause is in his area of control and organisation and he is himself liable with regard to third parties.
2. As part of his liability for damages in terms of Para. 1, the supplier is also required to reimburse any expenses as set out in Sections 683, 670 as well as Sections 830, 840, 426 BGB (German Civil Code), arising from or in connection with any of our recall actions.
We shall inform the supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment.
Other statutory claims shall not be affected.
3. The supplier undertakes to maintain product liability insurance with flat rate cover of at least €5 million per personal injury/damage to property.
If we are entitled to further claims for damages, these shall remain unaffected.

Section 8 Property rights

1. The supplier warrants that no third-party rights are violated in the Federal Republic of Germany in connection with the product he supplies.
2. If claims are made against us by a third party in this respect, the supplier is obliged to indemnify us from these claims on first written request.
We are not entitled to enter into any agreements with the third party without the consent of the supplier, in particular to conclude a settlement.
3. The supplier's obligation to indemnify us refers to all expenses which we necessarily incur from or in connection with the claim by a third party.

Section 9 Retention of title, provision, tools and confidentiality

1. Insofar as we provide parts to the supplier, we reserve the right of ownership. Processing or alteration by the customer is carried out for us.
If the goods subject to retention of title are processed together with other objects which do not belong to us, we shall acquire co-ownership of the new object in the ratio of the value of our object (purchase price plus VAT) to the other processed objects at the time of processing.
2. If the provided object is inseparably mixed or combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio that the value of the object subject to retention of title (purchase price plus VAT) bears to the value of the other mixed or combined goods at the time.
If the mixing is carried out in such a way that the supplier's object is to be regarded as the main object, it is agreed that the supplier transfers proportionate co-ownership to us. The supplier shall hold the sole ownership or the co-ownership in trust for us.
3. We reserve the right of ownership of tools. The supplier is obliged to use the tools exclusively for the production of the goods we ordered.
The supplier is obliged to insure the tools belonging to us at the replacement value at his own expense against fire, water and theft.
At the same time, the supplier hereby assigns all compensation claims from this insurance to us, the assignment of which we accept.
The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense in good time. He must notify us of any malfunctions. If he culpably fails to do so, it shall not affect compensation claims for damages.
4. The supplier is obliged to keep all provided illustrations, drawings, samples, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express permission.
The obligation of confidentiality shall also apply after the execution of this contract. It shall expire if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents provided has become common knowledge.
5. Insofar as the security rights to which we are entitled pursuant to Para. 1 and/or Para. 2 exceeds the purchase price of all our goods subject to retention of title, which have not yet been paid for, by more than 20%, we shall be obliged to release the security rights at our discretion at the request of the suppliers.

Section 10 Place of jurisdiction and place of performance

1. If the supplier is a merchant, the court of jurisdiction for our head office (49779 Niederlangen, Germany) shall have jurisdiction for all disputes between us and the supplier.
However, we are also entitled to sue the supplier at his place of residence.
2. Unless otherwise stated in the purchase order, our registered office (49779 Niederlangen, Germany) shall be the place of performance.