

General Terms of Purchase and Ordering

I. Key Conditions

These General Terms of Purchase apply to all business transactions with our contractual partners, if they are suppliers or other contractors (hereinafter just called "supplier").

Provisions deviating from these conditions, especially business terms of the supplier do not apply, even, if we do not specifically contradict the validity of the General Terms of Purchase and Ordering of the supplier in an individual case or reference is made by us to a supplier's letter containing the General Terms of Purchase and Ordering of the supplier. We point out that special contractual conditions will be applied for special performances, which will be agreed in an individual contract and may supplement or modify these General Terms of Purchase and Ordering.

II. Quotations and Conclusion of Contract

The supplier must exactly comply with the inquiry in the quotation and in case of deviations must explicitly point these out in writing. The quotation must be submitted to us without engagement and costfree.

III. Placing of Order

1. An order will only be regarded as having been placed, if it has been issued by us in writing and been signed. Orders placed orally or by phone are only binding for us, if we have acknowledged them by subsequent confirmation in writing. Drawings issued by us in individual cases including indications of tolerances are binding. By accepting the order the supplier confirms to have informed himself by studying the existing drawings about the type of design and scope of performance. We cannot be held responsible for any obvious errors in typing or calculation to be found in the documents, drawings and plans handed over by us. The supplier is obliged to inform us about such errors for enabling us to amend and renew our order. This is also valid, if documents or drawings are missing.
2. Acceptances of orders as well as modifications of orders requested by us, are to be confirmed to us by the supplier unchanged in writing or by telefax (eg by signing the copy of the order placement) within two weeks from the date of the ordering letter / letter for modifying the order. Otherwise, we are entitled to revoke the order.
3. Deviations in quantity and quality with regard to the text and contents of our order and subsequent modifications of contract will only be regarded as agreed, when we will have confirmed them explicitly in writing. The same applies for partial deliveries.
4. Drawings, tools, samples, models, brands and designs or the like as well as finished products and semi-finished products, which have been handed over by us or are produced by our order, remain our property and may only be supplied to third parties upon our explicit written approval. Subject to other individual arrangements, they are to be returned to us without delay upon completion of the order without special request. Products manufactured and/or marked with such manufacturing equipment, brands and designs may only be delivered to third parties upon our explicit written approval.

IV. Delivery Dates

1. The agreed delivery periods and dates are binding. They count from the date of placing the order. Within the delivery period and/or to the delivery date the goods must have arrived at the place of receipt indicated by us. If delays are to be expected, the supplier must inform us immediately stating the reasons for the delay and its probable duration and must obtain our decision of maintaining the order or not. If the supplier fails to inform us about the delay, he cannot hold us responsible for the problem.
2. If the supplier delays the delivery, we are entitled to claim for a contract penalty of 0.1% of the net order value per working day, at a maximum 5% of the net order value and/or to refrain from the contract. The contract penalty may be claimed until payment of the final invoice. The contract penalty paid will be set off against further damage claims, if any.
3. We are not obliged to accept shipments arriving before the agreed date.

V. Delivery / Packing

1. The delivery is effected at the supplier's charge costfree to the point of receipt specified by us, if no contradictory agreement has been made. If we have to pay the freight according to agreement, the supplier must choose the type of transport prescribed by us, otherwise the transport and type of delivery most suitable for us. A delivery note provided with all order references prescribed by us must be attached to the delivery.
2. The risk in the goods passes to us only after acceptance of the consignment by our point of receipt..
3. Packing is included in the price. If, exceptionally, something else has been agreed, the packing must be charged at cost price. The supplier must choose the packing prescribed by us and make sure that the goods are protected against damage by the packing. If the goods are returned, at least two third of the calculated packing value will have to be credited. Along with the delivery we will receive the CE conformal documentation in the requested language.

VI. Acceptance

A formal acceptance must in any case be carried out, if not unreasonable. The acceptance is made jointly and is documented in a minutes of acceptance by us.

1. The required tests and measurements are to be carried out according to previous agreement. The object of performance will be accepted after the
 2. supplier has given evidence of the assured properties and the adequate operation and function of the object of contract as presumed in the order.
- If the object of performance comprises several units, the acceptance must be carried out for each unit separately.

VII. Documentation

1. Invoices, delivery notes and packing slips must be enclosed in each consignment in duplicate. These documents must contain:
 - Order number
 - Quantity and unit
 - Gross, net and may be calculated weight
 - Designation of the article with our article number
 - Remaining quantity in case of partial deliveries.
2. In case of freight consignments a dispatch note must be sent to us on the day of dispatch separately.

VIII. Prices

1. The price indicated in the order is binding (fixed price). In the absence of a deviating written agreement the price includes delivery free to the dispatch address stated including packing. Should the supplier reduce his prices during the time between placing of order and delivery and/or improve the conditions, the prices and conditions valid at the day of delivery are applicable.
2. The supplier will not grant us prices or terms that are less favourable than the prices and terms quoted to other buyers if and as long as they offer him the same or equivalent conditions in a concrete case.

IX. Invoice / Payment

1. Invoices are to be issued for each order separately. Payment will only be effected after receipt of all defect-free goods and/or complete and faultless performance and after receipt of the invoice. This provision applies similarly to partial deliveries. Delays due to incorrect or incomplete billing have no effect on discount time limits.
We will pay at our choice by remittance within a fortnight after receipt of the minutes of acceptance, in which no reservations must have been entered and the supplier's invoice to us with 3 % discount or within 30 days net.
2. Claims of the supplier to us may only be assigned to third parties with our consent. Payments will only be effected to the supplier. The supplier may only put forward setting off and rights of retention in case of undisputed or legally enforceable claims noted against us.
3. Progress payments may only be made against presentation of an unlimited primary liability of contract of a German bank or savings bank, when we will not yet have received property at the supply parts forming the basis of the progress claim.

X. Guarantee / Warranty / Complaints

1. The supplier obliges that the goods will comply with our specifications including presentation and design. The supplier is responsible for the compliance of the delivery item with the legal and contractual quality requirements and that it does not have any defects. Above all, the delivery item must comply with the generally recognized rules of technology, the valid requirements with regard to safety as well as to the environment-, job and accident protection rules.
2. In case of technical work equipment it must moreover be proved and be documented by written confirmation or test marks that the relevant legal regulations and DIN-standards have been sufficiently adhered to. Moreover, the supplier is obliged to inform us immediately about a measure ordered according to § GPSE (law about technical working means and consumer products / equipment and product safety law). In this case, we may ask from the supplier that he will at our choice repair his products already being at our site, exchange them or take them back.
3. Deviations in quality and quantity are claimed in time pursuant to § 377 HGB (German Commercial Code), if we send a notice to the supplier within 12 working days (without Saturdays) after receipt of the goods. Hidden deviations pursuant to § 377 HGB (German Commercial Code) are claimed in time, when the notice was sent within 12 working days (without Saturdays) after their discovery.
4. When faulty goods are supplied or in case of faulty works performance, the legal warranty regulations (§§ 437, 634 BGB) apply, as far as nothing else has been agreed in writing in the individual case.
5. For the product manufactured by the supplier and/or for the order carried out by him the warranty expires after 36 months from supply and acceptance, unless other agreements have been made.

XI. Producer's Liability

For defects in the goods the supplier is responsible for, he exempts us from the resulting producer's liability in so far, as he would be directly liable himself. He cannot claim for limitation of liability in time towards us, as long as we cannot plead ourselves with regard to rights and duties as to third parties.

XII. Industrial Property Rights

The supplier is liable that his supply and our use of it will not infringe any patents or other industrial property rights of third parties. He exempts us and our customers from all claims from the use of such industrial property rights. This does not apply, if the supplier has produced the goods supplied in accordance with drawings, samples or equivalent other descriptions or instructions handed over by us and is not aware or in connection with the products manufactured by him cannot be aware that he infringes any industrial property rights.

XIII. Force Majeure

War, civil war, export restrictions and/or trade restrictions due to changed political conditions as well as strikes, lockout, operational malfunctions, operational limitations and similar events at the contractual point of receipt or in Germany making the fulfillment of contract impossible or undue to us, are to be regarded as force majeure and release us for the duration of their existence from the obligation of punctual acceptance. The contracting parties are obliged to inform each other of the occurrence of such an event and to adjust their obligations to the changed conditions in good faith.

XIV. Safe Custody / Property

Material delivered remains our property. As such, it must be stored separately and may only be used for our orders. The supplier is responsible for any impairment of value or loss, even if this was not his fault. All objects manufactured with material supplied by us, remain our property in every state of fabrication. The supplier keeps these objects in safe custody for us, the contract price includes the costs for the custody of the objects and materials for us.

XV. Business Secrets / Data Protection

The supplier is obliged to treat our orders and all related commercial and technical details as business secrets. He is liable without limitation for any damage resulting from violation of his duties for secrecy.

If personal or equivalent data are collected, processed or applied, the supplier will be obliged to process them according to the Bundesdatenschutzgesetz –BDSG (German Federal Data Protection Law) and supplementary legal provisions and above all to only occupy employees, who have been trained accordingly and have assumed an obligation according to § 5 of the German Federal Data Protection Law (§ 5 BDSG).

XVI. General Provisions

1. If any provision in the General Terms should be or become ineffective or unfeasible, the other provisions will remain valid. Instead of the ineffective and/or unfeasible regulation the provision shall apply, which gets as near as possible to the economic intentions of the parties.
2. German law is applicable. The laws governing the international purchase of movable assets and the conclusion of international purchase contracts for movable assets are excluded.
3. Place of performance is at the registered office of the principal. Another agreement can be made for the delivery.
4. The court of law in charge of legal proceedings in Rheinberg is the place of jurisdiction for suppliers, merchants, legal entities under private or public law or public special funds.