

General conditions of purchase

I. General

1. Our general conditions of purchase shall apply in business with companies, legal persons under public law and special funds under public law.
2. They shall apply exclusively; we shall only recognize the Supplier's general terms and conditions that conflict with or deviate from our conditions of purchase to the extent that we have expressly agreed to them in writing. Acceptance of the Supplier's goods and services (subsequent goods) or payment for them does not signify agreement.
3. If applicable, the clauses of our general conditions of purchase shall also apply to contracts for services and work.

II. Conclusion and amendment of the contract

1. Orders, conclusions of contract and delivery schedules, as well as any amendments or additions to these, require the written form.
2. Verbal agreements of any kind – including subsequent amendments or additions to our conditions of purchase – require our written confirmation of their validity.
3. The written form requirement may also be met by remote data transmission or fax.
4. Cost estimates are obligatory and shall not be paid for unless otherwise explicitly agreed.
5. If the Supplier does not accept the order within two weeks of receipt, we shall be entitled to cancel the contract.
6. Delivery schedules as part of an order and delivery plan shall be binding if the Supplier does not object within two working days from receipt.

III. Scope of delivery

1. Deviations from orders, conclusions of contract, and delivery schedules shall only be permitted with our prior written consent.
2. We shall be entitled to refuse the acceptance of goods not ordered or not ordered on the agreed delivery date and to return these or store them with a third party at the Supplier's expense and risk.
3. Partial deliveries are in principle not permitted unless we have expressly approved them or we consider them to be reasonable.
4. If software is included in the scope of delivery, we have the right to use it (including its documentation) to the extent legally permitted by the German Copyright Act (Urheberrechtsgesetz). We shall be permitted to make a backup copy of such software, even without express permission.
5. If the Supplier has undertaken the set-up or assembly, and no differing agreement has been made, the Supplier shall pay any required incidental expenses, such as travel expenses, provision of tools, and allowances, without prejudice to any differing regulations.

IV. Delivery dates and times

1. Agreed delivery dates and times shall be binding. Decisive for complying with the delivery date or delivery time is receipt of the goods at our premises or at the shipping address we have indicated. Deliveries shall in principle be "free domicile".
2. The Supplier shall be obligated to immediately inform us in writing if it cannot make the agreed delivery date on schedule or deliver the goods in the quality agreed to.
3. In the event of a delay in delivery, we shall be entitled to demand flat-rate damages for the delay of 0.1% of the net delivery value per working day, but not exceeding a total of 10% of the net delivery value. We reserve the right to make farther-reaching legal claims (withdrawal from the contract and claims for damages in place of performance).
4. Unconditional acceptance of delayed delivery or performance shall not entail any forgoing of claims for compensation we are due because of delayed delivery or performance; this shall apply until we have fully paid the amount we owe for the delivery or service in question.

V. Shipping, packaging

1. The Supplier shall assume the costs and risks of shipping the goods (unless otherwise agreed). This provision shall also apply if we return goods to the Supplier because of withdrawal from the contract or defects.
2. Economical transport options shall be selected for us, unless we have expressly indicated specific transport requirements.
3. The goods shall be packaged so that damage in transit is avoided. Return of the packaging shall require special agreement.

VI. Environmental protection, safety and quality

1. The goods delivered must comply with the current state-of-the-art, including the EC guidelines applicable in Europe, European standards as well as additional applicable national standards and technical specifications and the legal and official regulations currently valid.
2. The Supplier shall also guarantee that the products delivered to us do not contain any harmful substances according to the German Chemicals Prohibition Ordinance, Battery Ordinance, Packaging Ordinance, and EC Regulation 1005/2009.
The Supplier shall also ensure compliance with the provisions of the German Electrical and Electronic Equipment Act (ElektroG). It shall be obligated to produce suitable evidence complying with the restrictions on hazardous substances.

VII. Force majeure

- Force majeure, industrial disputes, operational breakdowns not due to a anyone's fault, official actions, as well as other unavoidable events, which make an acceptance or use of the ordered goods impossible or prohibitively expensive, shall entitle us to appropriately amend the contract in good faith up to refusal of the obligation to accept goods.

VIII. Determination of prices, transfer of risks

1. If no special agreement has been made, the prices shall be understood to be "free domicile" or duty paid from the shipping location determined by us, including packaging and transport insurance plus the statutory value added tax.
2. The Supplier shall bear the risk until acceptance or collection of the goods by us or our representatives at the location where the goods are to be delivered or the service is to be provided (place of fulfillment).

IX. Invoices, terms of payment

1. Invoices shall be sent to us in a simple form immediately after shipment of the goods, taking into account the formal requirements of § 14 of the Turnover Tax Law (UStG), and indicating the order/delivery schedule and item number.
2. Provided that no special agreement has been made, the invoice shall be settled after receipt of the goods, either within 10 days with a 3% discount or within 30 days net without discount.
3. The payment period shall begin as soon as delivery has been made or service has been provided in full and we have received the properly issued invoice.
4. The cash discount shall also be permitted if we offset or withhold an appropriate level of payment due to defects.
5. We shall make payments provided that we have reviewed the invoice. The payments do not signify recognition of the delivery or service as per the contract.

X. Claims due to defects and recourse

1. The acceptance shall take place under the proviso that the goods are inspected for defects, especially for correctness and completeness, insofar as and as soon as this is feasible according to the proper course of business. We shall give notice of defects immediately after they are discovered. In this respect, the Supplier shall forgo an objection to delayed notices of defect.
2. The legal provisions on material defects and defects in title shall be applicable, unless otherwise regulated in what follows.
3. In principle, we shall be entitled to choose the type of subsequent performance. The Supplier may refuse the type of subsequent performance we have chosen if it is possible only with unreasonable costs.
4. If the Supplier does not begin remedying the defect immediately after our demand to do so, we shall be entitled to remedy the defects ourselves at the Supplier's expense, or to have third parties do so, especially to avert acute dangers or to avoid significant damage.
5. In the case of defects in title, the Supplier shall also release us from any possible claims of third parties, unless it is not responsible for the defect in title.

6. Claims due to defects have a statutory limitation of two years, other than in cases of malice. The limitation period begins with the delivery or acceptance of the goods (after the transfer of risks).
7. If the Supplier fulfils the obligation of subsequent performance by delivering a substitute, the limitation period begins anew for the goods delivered as a substitute after their delivery.
8. If we incur costs due to defective delivery of goods, especially costs for transport, travel, labor, materials or costs for an incoming goods inspection that takes longer than usual, the Supplier shall pay these costs.

XI. Setoff, assignment

1. The Supplier can only setoff counterclaims against us if they are legally established and not disputed by us.
2. The Supplier may only assign to third parties rights and duties from the respective supplier contract with our written consent.

XII. Property rights of third parties

1. The Supplier shall guarantee that the rights of third parties, which do not conflict with the use of the goods purchased in accordance with the regulation, especially the protected rights of third parties, shall not be infringed upon.
2. Nevertheless, if we assert claims due to a possible infringement of the rights of third parties, such as for instance copyrights, patent rights or other property rights, the Supplier shall release us at the first request from all associated claims, as well as the costs of bringing an action.
3. If we or our customers are prohibited from delivering goods to third parties due to infringements of industrial property rights, then the Supplier must compensate us for the damages incurred thereby and at our option – if possible – obtain a license from the holder of the property rights or take back the delivered goods.
4. The limitation period for these claims shall be 10 years, beginning with the conclusion of the respective purchase agreement.

XIII. Liability of the Supplier

1. In the event that a claim is made against us due to product liability of a third party, the Supplier shall be obligated to release us from such claims, if and insofar as the damage has been caused by a defect in the goods delivered by the Supplier.
2. The Supplier shall assume all costs and expenditures in cases pursuant to XIII. 1, including the costs of bringing any legal action that result from or are associated with a recall ordered by us or our customers that is fully or partially due to a product defect of the goods delivered by the Supplier. If possible and feasible, we shall notify the Supplier about the contents and scope of the recall actions to be carried out and give it an opportunity to respond.
3. The Supplier shall undertake to maintain appropriate product liability insurance with sufficient coverage and to demonstrate such coverage to us upon request.
4. In other respects, the legal provisions shall be applicable.

XIV. Our liability

1. Any claims for damage can only be asserted against us – for whatever legal grounds – if such damage was done intentionally or because of gross negligence of our legal representative or supervisory employees and for culpable infringement of significant contractual duties. In the event of culpable infringement of significant contractual duties, we shall only be liable for the reasonable foreseeable damage that is typical for this type of contract.
2. This liability limitation shall not apply for injury to life, limb, or health and in cases in which we are compulsorily liable for personal injury or property damage to privately used objects according to the Product Liability Act.

XV. Provisions

1. Substances or components (provisions) provided by us shall be worked on and processed in the scope of Supplier orders and shall remain our property in this phase; the Supplier shall be liable for their loss or damage.
2. If the provisions are inseparably mixed up with other goods not belonging to us, we shall then acquire co-ownership of the new item in proportion to the value of the reserved goods to the other mixed goods at the time of the intermixing.
3. If the mix-up takes place in such a way that the Supplier's item is to be viewed as the main item, then it shall be considered agreed that the Supplier transfer co-ownership to us proportionally. The Supplier shall preserve for us the sole or co-ownership.

XVI. Information and confidentiality

1. The Supplier shall not disclose to unauthorized third parties any business or technical information we have provided, (including features, the transferred objects, documents or software to be taken there from as well as other knowledge and experiences) so long as and insofar as it is not verifiably known to the public.
2. Without our prior written consent, such information – other than for deliveries to us – may not be reproduced or used commercially. Upon our request, all information coming from us (if necessary, including copies made or drawings) and objects handed over by way of loan, shall be immediately and completely returned to us or destroyed.
3. We shall reserve all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, etc.) If these rights were provided to us by third parties, this reservation rights shall also apply for the benefit of these third parties.
4. Tools, forms, samples, models, profiles, drawings, test specifications, standards sheets, master drawings, etc. may not, just like objects manufactured afterwards, be passed on to third parties or used for purposes other than those stipulated in the contract without our written consent.

XVII. Export inspections and customs

1. The Supplier shall be obligated to inform us about any duties to obtain a permit for (re-) exports of its goods according to German, European, US export and customs regulations, as well as the export and customs regulations of the country of origin of its goods in its business documents. The Supplier shall indicate at least the following information in its offers, order confirmations and invoices for the goods items in question:
 - The export list number according to appendix AL to the German Foreign Trade Ordinance or comparable list items of relevant export lists,
 - For US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
 - The origin of goods trade policy of its goods and the components of the goods, including technology and software,
 - Whether the goods were transported by the USA, manufactured or stored in the USA or produced using US American technology,
 - The statistical goods number (HS-code) of its goods as well as
 - A contact person in the company to answer any queries we may have.
2. At our request, the Supplier shall undertake to notify us in writing of all further foreign trade data on its goods and their components, and immediately inform us in writing (before delivery of the goods in question) about any changes to the aforementioned data.

XVIII. Legal venue, applicable law

1. Our company headquarters shall be the legal venue for any legal disputes that arise directly or indirectly from these conditions of purchase based on the contractual relationships. In addition, we shall be entitled to elect to bring action against the Supplier at the court of the place of its headquarters or branch or at the court of the place of performance.
2. German law shall apply exclusively, excluding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIX. General provisions

1. If the individual provisions of these conditions of purchase and the additional agreement reached are or become invalid, the validity of the remaining conditions shall not be affected thereby.
2. The contractual partners shall undertake to replace the invalid provision with a regulation that best approximates the economic goals of the original invalid provision, taking into consideration the interests of both parties.