

§ 1 Scope

1. Our Conditions of Purchase apply exclusively; contrary conditions or general terms of business of the Contractor which deviate from these Conditions of Purchase are not recognized by us unless we have accepted such conditions in the particular case.
2. They will not be recognized even if we have not expressly rejected them again on receipt or if the delivery has been accepted and/or the goods paid for.

§ 2 Order placement

Orders must be placed in writing. The Contractor is obliged to accept our order within 3 days and to confirm the order using the order copy (order acceptance) provided for this purpose bearing his legally valid signature.

§ 3 Delivery deadlines and transfer of risk

1. The deadline for delivery or execution stated in the order is binding.
2. We are not obliged to accept partial deliveries and/or advance deliveries or advance execution of works.
3. The Contractor is obliged to inform us immediately in writing, stating the reasons and the expected length of the delay, if circumstances arise or come to his attention whereby it appears that the agreed delivery or execution date cannot be adhered to.
4. If delivery is delayed we are entitled to demand a contractual penalty in the amount of 1% of the value of the delivery per complete week, subject to a maximum of 5% of the total value of the delivery. We are entitled to demand a contractual penalty in addition to fulfillment of the contract. We undertake to declare the reservation of the contractual penalty to the Contractor within 10 working days at the latest, counting from the receipt of the delayed delivery. Further claims and rights are reserved.
5. Unless otherwise agreed in writing, goods are delivered free of charge.
6. Frame contracts can be modified by us. Product specifications can be changed after fair adjustment of price and/or delivery date by the Contractor. The Contractor has the right to order material for 6 months in advance and produce finished goods for 3 months in advance (the total quantity/duration in months is the basis). There is no further obligation for us to accept deliveries or to pay as compensation.

§ 4 Remuneration and conditions of payment

1. The price stated in the order is binding. It includes all services and secondary services, where not paid for separately, required for the complete execution of the works to be carried out, such as costs of auxiliary materials, freight, customs duties, packaging materials and their collection, transportation to the place of use specified by us and all expenses relating to the execution of erecting and installation works on a turnkey basis. Deviations, e.g. particular difficulties or the delivery of goods/services on Sundays and public holidays necessitating higher remuneration, shall be agreed separately prior to order acceptance.
2. Invoices shall be prepared quoting the order details (contract order number).
3. Payments are effected by us within 14 days less a discount of 3% or at 30 days net. The period allowed for payment begins at the earliest upon receipt of the invoice, but not before receipt of the goods or before installation or erection.
4. To assign entitlements and to transfer the recovery of entitlements against us, the Contractor requires our prior written consent.
5. Balancing is permitted only in connection with counterclaims not disputed by us and claims that have been finally adjudicated.

§ 5 Liability for defects

1. Incoming goods are inspected by us only for obvious defects, transport damage, completeness and the identity of the goods. We will notify such defects within a reasonable period. We reserve the right to carry out a more detailed incoming goods check. We will subsequently notify defects as soon as they come to light in the ordinary course of business. The Contractor waives any objection on the grounds of late notification of defects.
2. The Contractor is obliged to carry out quality control during the production process and to perform outgoing goods inspections, and must therefore examine all deliveries thoroughly with regard to quality.
3. The Contractor accepts the statutory guarantee for defects occurring within 24 months of delivery of the goods, unless a different guarantee period is agreed in individual cases or different statutory periods are obligatory. We are entitled to lodge statutory defect claims without restriction; we are in all cases entitled to demand that the Contractor rectify defects or supply new goods at our discretion. We expressly reserve the right to claim compensation of damages, particularly compensation in lieu of performance.
4. For the purpose of averting an imminent risk of substantial losses, we may also remedy the defect ourselves, have it remedied or obtain a substitute at the Contractor's expense without warning the Contractor or setting a deadline, if, due to particular urgency, it is no longer possible to notify the Contractor of the defect and the imminent loss and give the Contractor the opportunity to remedy the defect himself.

§ 6 Liability; product liability; proprietary rights of third parties

1. Claims for compensation of damages – on whatever legal grounds – can be lodged against us only in the case of deliberate intent or gross negligence. This does not apply to the infringement of significant contractual obligations or claims arising from product liability or to culpably inflicted death or injury to body and health.
2. If claims are lodged against us by third parties for loss or damage caused by a product the Contractor shall be obliged, at our first request, to indemnify us against such claims, in so far as he bears legal liability for such damages in relation to third parties. Within the framework of his liability for damages within the meaning of the previous sentence, the Contractor is also obliged to reimburse any costs arising from or in connection with a recall campaign carried out by us. The Contractor will – in so far as possible and reasonable – be advised of the content and scope of the recall measures to be carried out and he will be given the opportunity to comment. Other statutory rights remain unaffected. The Contractor undertakes, at least for the duration of the limitation period, to maintain product liability insurance covering

any product liability claims and any defect claims with lump sum cover of at least € 5 million per instance of personal injury/damage to property, and to show us evidence of such insurance on request; the foregoing is without prejudice to our right to lodge further claims for compensation.

3. The Contractor indemnifies us against claims of third parties due to any breach of proprietary rights such as patents, copyright or trademarks, where the damage is caused through the fault of the Contractor or his subcontractors or agents. The contracting parties shall immediately inform one another if claims are brought against them due to a breach of proprietary rights.

§ 7 Safety and environmental protection

1. All supplied goods and services must satisfy the laws, regulations and other requirements to which we are subject. The Contractor is obliged to execute the order in such a way that the regulations concerning environmental protection, accident prevention and health and safety in the workplace (including the rules of the German Employers' Liability Insurance Association) as well as the generally recognized rules on safety and occupational medicine are observed.
2. The Contractor undertakes, at our request, to provide us or a third party designated by us free of charge with samples of the materials/means used by him for the purposes of inspection. The costs of this inspection shall be borne by the Contractor if it transpires that the materials/means used by him do not satisfy the contract conditions. We reserve the right to claim compensation for damages.

§ 8 Dangerous and notifiable substances

If the goods to be delivered are dangerous substances within the meaning of the Chemicals Act, the statutory safety data sheets pursuant to Directive 91/155/EEC must be enclosed with the consignment. Where these data are revised, the Contractor must immediately send us the amended version unbidden.

§ 9 Secrecy

1. The Contractor, his employees and agents and any subcontractors used by him shall, even after the working relationship between us and the Contractor has ended, treat all information coming to their attention in the context of and on the occasion of the provision of the services as confidential and use it only for the purpose of meeting the contractual obligations. The Contractor shall ensure that any data made available to him, his employees, his agents or any subcontractors used by him for the purpose of carrying out the services are handled carefully without limitation as to time.
2. We retain all rights of ownership and copyright in respect of illustrations, drawings, calculations and other documents made available to the Contractor. They must not be made available to third parties without our express, written consent and are to be used solely for the purposes of producing the goods and providing the service. They must be returned to us unbidden once the order has been completed. They must be kept secret from third parties.
3. The Contractor may only refer to his business relationship with us in his advertising if we have previously agreed to this in writing.
4. The Contractor shall respect data secrecy and our operational and commercial secrets and, in the execution of the order, use only the agents or subcontractors who are obliged to observe data secrecy and confidentiality within the meaning of this clause.

§ 10 Means of production (models, samples, tools, etc)

1. Where means of production are wholly or partially paid for by the Client, the Contractor transfers ownership thereof to the Client. The transfer is replaced by a loan arrangement which is hereby agreed and under which the Contractor is granted possession of the means of production until such time as the arrangement is revoked.
2. The costs of care, maintenance and partial renewal of the means of production are borne by the Contractor.
3. These means of production may only be modified with the Client's prior written consent. They must be kept separately and the Client's ownership thereof must be clearly marked on the means of production themselves and in the business records of the Contractor. They may not be used for the Contractor's own purposes or be made available to third parties. The Contractor shall insure the means of production at his own expense for their new price against fire, mains water, storm, hail, theft and vandalism.
4. Save as otherwise agreed and unless the Contractor still has current orders to complete, the Client may demand that the means of production be handed over at any time. The Contractor has no right of retention.

§ 11 Place of performance; court of jurisdiction and applicable law; severability

1. This contract contains all agreements made between the parties for the purpose of executing this contract. No additional verbal agreements exist. Amendments or additions to this contract – including changes to this written-form clause – must be made in writing.
2. Save as otherwise indicated in the order, the place of performance for all rights and obligations arising from the contractual relationship is our place of business.
3. The competent court for any legal disputes arising from the contractual relationship or concerning its origin and validity is that with jurisdiction over our place of business; we are however entitled to institute proceedings against the Contractor at the court of his domicile.
4. All legal relations between the parties are governed exclusively by the laws of the country in which the Client's registered office is located. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Law) are excluded.
5. If individual parts of these Conditions of Purchase are invalid, the contract and its other provisions shall nevertheless continue to apply.