

General Terms and Conditions of Purchase for business dealings with companies

1. General – Scope

1.1 Goods and services may only be ordered pursuant to these Terms and Conditions of Purchase. They apply to transactions with contractors, legal entities of public law and public law special assets. Our Terms and Conditions of Purchase also apply to the following orders - in particular those placed by telephone - as contractual content without the need for explicit repeat reference thereto.

1.2 Confirmation of order or execution of delivery or rendering of service always means that our General Terms and Conditions of Purchase have been accepted. Acceptance of goods or services while aware of conflicting terms and conditions does not constitute acknowledgment of conflicting terms and conditions. Differing conditions on the part of the supplier which we have not acknowledged in writing are non-binding for us, even if we have not expressly objected to them.

1.3 Any and all agreements reached between us and the supplier for the purpose of performing this contract shall be set down in writing in this contract.

2. Ordering, confirmation

2.1 We are bound to our written orders or order confirmation for eight working days from their receipt by the supplier. Order confirmations which we receive after this period shall be considered as being a new offer requiring our acceptance.

2.2 The contract is brought about upon our receipt of the written order confirmation from the supplier or upon our acceptance of delivery. If the content of the order confirmation deviates from the content of the order, the supplier must separately and expressly point out a deviating acceptance regarding conclusion of the contract. In this case, a contract is only brought about with our consent.

3. Prices

The agreed prices are fixed prices. Unless otherwise agreed, prices include free delivery to the place of receipt we specify including packaging customary to the trade. The supplier shall in each case bear delivery costs.

4. Delivery

4.1 Unless a separate agreement is reached in specific individual cases, the place of receipt and fulfilment shall be our factory in Pinneberg. The address is: Siemensstraße 1-3, D-25421 Pinneberg. Deliveries by truck will be accepted between 7 am and 3 pm from Monday to Thursday, and between 7 am and 2 pm on Fridays. Inbound deliveries outside of these times will only be accepted the following working day. The supplier shall bear risk and all costs until the goods are accepted by our place of receipt. With free delivery to the place of receipt we specify, the supplier shall provide transport insurance for us at no charge. If, by way of exception, it is not a free delivery to the place of receipt we specify, the supplier shall provide the goods in good time with due consideration for customary loading and transport times. If delivery ex-works has been arranged, the supplier shall choose the best possible option in terms of transport period and costs. Additional costs that arise due to non-adherence to this rule shall be borne by the seller.

4.2 Agreed delivery times are binding. Delivery times commence on the date of order. The important factor in terms of adhering to this deadline is the acceptance of the goods or rendering of services to/at the place of receipt specified by us. The supplier is obliged to immediately inform us in writing upon delivery delays should circumstances occur or become known to him which mean that the delivery time cannot be adhered to. Written notification must contain the reasons for the delay as well as the anticipated length of the delay. If a delay occurs, the supplier shall be held liable pursuant to statutory provisions unless otherwise covered by the following points.

4.3 With on-call deliveries, the fixed delivery times are bound by the same principles and rules. Deliveries shall also be made free of charge to the place of receipt specified by us and at the supplier's risk. Delivery calls can also be made by remote data retrieval.

4.4 Excess deliveries not agreed to give us the right to either deduct the excess goods by fixing the value date of the invoices or to store the excess goods at the supplier's cost until said collects the excess goods, or to return the excess goods at the supplier's cost.

4.5 Each shipment is to include two delivery notes. The delivery notes must contain a precise description of the delivery content together with our order number and article number. Should the supplier fail to state our order number or article number, we cannot be held accountable for any processing delays resulting therefrom. Once a delivery has been completed, invoices in duplicate shall be immediately submitted to us separately.

4.6 An extended and expanded retention of title on the part of the supplier - in particular the retention of title vis-à-vis supplied goods until full payment of all claims resulting from the business relationship as a whole - is excluded. In particular, neither does any processing in the sense of Section 950 of the German Civil Code (BGB) occur for the supplier.

5. Payment terms

5.1 Without an agreement to the contrary, net payment shall be made within 30 days. Payment made within 14 days will be subject to a discount of 3%. The payment period does not begin until after contractual receipt of the goods, including proper delivery notes and invoice.

5.2 Invoices must contain our order number and the article number(s). The supplier shall be held accountable for any consequences resulting from non-compliance with this obligation.

5.3 On principle, payments are to be made to the supplier. The supplier may only assign his claims or have them collected by a third party with our prior written approval.

5.4 In the case of a faulty delivery, we are entitled to withhold payment proportionally until correct fulfilment has taken place. The time of (full) payment has no influence on our right to complaint and the supplier's warranty.

5.5 We are entitled to set-off and retention rights to the extent provided for by law.

5.6 Payment does not constitute any form of acknowledgement of the supplier's terms or prices. Price increases require our express acknowledgement before becoming effective.

6. Quality assurance

6.1 The delivered goods must correspond to the legal requirements and appropriate regulations and guidelines in force in the supplier's country and at our place of business. The supplier is obliged to notify us in writing of any usage limitations and declaration obligations for supplied goods.

6.2 The supplied goods also have to exactly match the documentation accompanying the order, such as drawings, descriptions, samples and specifications. They must also exactly match the properties and quality requirements set out in the order.

6.3 The supplier shall perform a quality check in keeping with the type and scope of product. We reserve the right to monitor adherence to these checks by means of suitable measures, e.g. visiting the company during general business hours by appointment.

The supplier is further obliged to produce documentation of conducted checks as to when, how and by whom the contractual items were checked and the results of the quality tests. All of the test, measurement and check results are to be archived for 10 years. By appointment we are entitled to view these documents during general business hours and to have copies made. The supplier can refuse to disclose its business secrets.

7. Warranty

7.1 We are obliged to inspect the supplied goods for deviations in terms of quantity and for damage within a reasonable period of time. The complaint is deemed timely if received by the supplier within 5 working days from receipt of goods at the destination specified in the order and from presentation of the correct documentation required to check the goods (in particular the transit document and delivery note), or, in the case of hidden defects, from the time of their discovery.

7.2 We remain entitled to the statutory warranty provisions to their full extent. Regardless, upon delivery of defective goods, the supplier is obliged at our request to sort out the defective goods and to undertake a repair or subsequent delivery within an appropriate deadline set by us. The supplier is obliged to bear all costs that arise in connection with remedying defects or providing replacement deliveries. If a subsequent delivery or repairs are not carried out or not correctly carried out, we are entitled to rescind the contract after setting a deadline. This shall also apply to the scope of delivery which may not yet have been fulfilled. In urgent cases or in case of risk of delay, we are authorised to perform subsequent improvement ourselves at the supplier's cost or to have subsequent improvement performed by third parties.

7.3 The warranty ends with the expiry of two years from the delivery of the ordered goods to the destination we specified. In the case of remedying a fault or providing a replacement delivery, the warranty period is extended by this period but ends 30 months after the first delivery at the latest. Informing the supplier of the defect within the warranty period is sufficient for us to retain our warranty claims.

7.4 If we have already notified the supplier that we are buying the goods for export purposes, the place of delivery stated for this export transaction shall be deemed to be the place of performance, and we are entitled to receive the goods and forward them without inspection. Any inspection and complaint periods commence from the time at which our foreign customer has the opportunity to inspect the goods, at the earliest when unloading the goods at the place of delivery.

7.5 Unless governed otherwise above, the warranty shall be based on statutory provisions. Expiry of warranty claims is halted from the point in time where notification of defects is submitted and does not begin to run again until after express refusal of the warranty or after the cessation of resulting negotiations.

8. Liability

8.1 To such extent as the supplier is responsible for product damage, he is obliged to release us from third-party damage compensation claims at our initial request as if the cause were under his control and organisation and as if he were personally liable to third parties.

8.2 The supplier is obliged to maintain sufficient product liability insurance.

8.3 Unless affected by another liability ruling at some other point within these Terms of Conditions of Purchase, the supplier shall be bound by items 8.4 to 8.8 to settle losses that we incur indirectly or directly as a result of defective delivery, due to violation of official safety regulations or other reasons attributable to the supplier.

8.4 In principle, the liability for damages only exists when the supplier is at fault for damage the supplier caused.

8.5 If, based on no-fault liability vis-à-vis third parties, claims are made against us on the basis of foreign law which may not be varied by agreement between the parties, the supplier shall intercede on our behalf to the same extent as if it were directly liable to the third party. The principles of Section 254 of the German Civil Code (BGB, contributory fault) apply accordingly when settling losses between us and the supplier. This shall also apply in the case of direct claims on the part of the supplier.

8.6 Liability for damages is excluded if we for our part have effectively restricted our liability vis-à-vis our customer.

8.7 The supplier is liable for our defence measures (e.g. recalls) insofar as these measures were caused by defects in the supplied goods. Section 254 of the German Civil Code (BGB) shall apply mutatis mutandis.

8.8 We reserve the right to conduct settlements with other injured third parties; the supplier's liability to pay damages remains unaffected as long as such settlements were necessary for business purposes.

9. Force majeure

Should force majeure occur, such as war or the threat of war, natural catastrophes, transport or operational interruptions or breakdowns, industrial action, a lack of raw materials, foreign exchange hindrances or other similar unexpected delivery and supply disruptions, we are released from the obligation to accept for the period of the disruption insofar as the disruption has a considerable influence on receiving the goods or services. If the events of force majeure are of a temporary nature, we are entitled to demand fulfilment at a later point in time. Should the event of force majeure last for more than four months, we are entitled to rescind the contract in part or in full without entitling the supplier to any claims. The enforcement of force majeure must take place within one week of gaining knowledge of the event in question.

10. Defects of title / Intellectual property rights

10.1 The supplier is liable for intellectual property rights violations or intellectual property rights applications (intellectual property rights) such as trademark rights resulting from the use of delivered goods as stipulated in the contract.

10.2 If claims are made against us or our customers by third parties due to a utilisation of said intellectual property rights, the supplier is obliged to release us and our customers from these claims upon first written request. The obligation to release and indemnify refers to all expenses that we or our customers inevitably accrue or in connection with claims made by third parties. The obligation to release and indemnify shall not apply if the contractual item was produced by the supplier according to our designs or other comparable data and the supplier does not know or cannot be expected to know that this infringes intellectual property rights.

10.3 The contractual partners are obliged to immediately inform one another of violation risks that become known and alleged violations and to give one another the opportunity to counter claims amicably.

10.4 At our request the supplier shall be obliged to notify us of the use of published and unpublished in-house and licensed commercial intellectual property rights and intellectual property rights applications pertaining to contractual items.

11. Confidential information

The supplier is obliged to maintain utmost secrecy with regard to all documentation and data in connection with our order and resulting from the business transaction. Said documentation and data may only be disclosed to third parties with our prior written consent. The obligation to maintain secrecy shall also apply once this contract has been processed; the obligation shall expire if and to the extent that information contained in the documentation and data become known to the general public.

12. Final provisions

12.1 Should a contractual partner cease making payment or if insolvency proceedings are applied for vis-à-vis its assets or legal or out-of-court arrangement proceedings are applied for, the other contractual partner is entitled to rescind the part of the contract that remains unfulfilled.

12.2 Should a provision of these General Terms and Conditions of Purchase be or become ineffective in full or in part, it shall not affect the effectiveness of the remaining provisions. The ineffective provision is to be replaced by a legal provision that from an economic perspective comes as close to the regulatory intent pursued with the ineffective provision as is legally permissible. The same also applies to possible gaps in this contract.

12.3 The relationships between us and the supplier are subject to the law of the Federal Republic of Germany. The United Nations convention on contracts for the international sale of goods (CISG) and any other international agreements, future or otherwise, even after being passed into German law, shall not apply.

12.4 As long as the supplier is a merchant, at our choice the place of jurisdiction for all disputes arising in connection with delivery transactions is Hamburg or the supplier's company seat. The place of jurisdiction for lawsuits brought by the supplier shall be Hamburg exclusively. Statutory provisions on exclusive competences shall not be affected.