

I. Contents and Conclusion of Contract

1. These General Terms and Conditions of Purchase shall apply to all - including future - orders for goods and services and their processing by the Seller. We do not accept any terms and conditions of the Seller which conflict with or deviate from these Terms and Conditions of Purchase, unless otherwise stipulated in these Terms and Conditions of Purchase or in the contract with the Seller. If we accept the goods without express objection, this shall in no case imply that we have accepted the Seller's terms and conditions.
2. These General Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 para. 1 BGB (German Civil Code).
3. If special conditions deviating from these Terms and Conditions are agreed for a particular order, these General Terms and Conditions of Purchase shall apply subordinately and supplementarily.
4. The preparation of offers is free of charge and non-binding for us.

II. Prices

The agreed prices are quoted free of charge to the place of receipt specified by us, including freight, packaging and ancillary costs. In the event of carriage forward delivery, we shall bear only the most favourable freight costs, unless we have specified a special type of shipment.

III. Payment

1. Unless otherwise agreed, the following terms of payment shall apply: We shall settle invoices either within 14 days with deduction of 3% discount or within 30 days without deduction. If the seller's terms of payment are more favourable to us, these shall apply.
2. Payment and discount periods run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation or similar documents are part of the scope of services, not before their contractual handover to us.
3. Payments shall be made by cheque or bank transfer. Payment shall be deemed to have been made in due time if the cheque has been sent by post on the due date or the transfer has been ordered from the bank on the due date.
4. We shall be entitled to set-off and retention rights to the extent permitted by law.
5. Maturity interest cannot be demanded. In any case, we shall be entitled to prove that the damage caused by default is less than that demanded by the seller.

IV. Delivery times

1. Agreed delivery dates and periods are binding. We must be notified immediately of any imminent delay in delivery.
2. In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable grace period.
3. The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of any claims for damages to which we are entitled due to the delayed delivery or service or any forfeited contractual penalty; this shall apply until full payment of the remuneration owed by us for the delivery or service concerned.

V. Retention of title

1. With regard to the Seller's retention of title rights, the Seller's terms and conditions shall apply with the proviso that the title to the goods shall pass to us upon payment thereof and, accordingly, the extension forms of the so-called current account and group retention of title shall not apply.
2. Due to the retention of title, the seller can only demand the return of the goods if he has withdrawn from the contract.

VI. execution of deliveries and transfer of risk

1. The seller bears the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "carriage paid" deliveries, until the goods are handed over at their destination.
2. Partial deliveries require our consent.
3. Excess or short deliveries are only permitted within the customary scope of trade.
4. Packaging costs shall be borne by the seller unless otherwise agreed in writing. If we bear the costs of packaging in individual cases, this shall be charged to us as cheaply as possible. The obligations to take back packaging are governed by the Packaging Ordinance of 21.08.1998 and the Packaging Act of 05.07.2017.

VII. Declarations on originating status

In the event that the seller makes declarations concerning the originating status of the goods sold, the following shall apply:

1. The seller undertakes to enable the customs authorities to verify the proofs of origin and to provide the necessary information and any necessary confirmations.
2. The seller is obliged to compensate the damage caused by the fact that the declared origin is not recognised by the competent authority as a result of incorrect certification or the impossibility of verification, unless the seller is not responsible for these consequences.

VIII. Liability for Defects and Statute of Limitations

1. The seller shall provide us with the goods free of material defects and defects of title. In particular, he shall be responsible for ensuring that his deliveries and services comply with the recognised rules of technology and the contractually agreed properties and standards as well as the safety, industrial safety, accident prevention and other regulations.
2. Our incoming goods inspection shall be limited to externally recognisable transport damage and to ascertaining compliance with the quantity and identity of the ordered goods, at least on the basis of the delivery documents. Complaints ascertained in the process will be reported immediately. The seller must gear his quality management system and his quality assurance measures to this reduced incoming goods inspection.
3. Notifications of defects are deemed to have been made in good time if they are received by the Seller within 10 working days. The period for notification of defects begins at the point in time at which we - or in the case of third-party business our customers - have discovered or should have discovered the defect.
4. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. We can demand compensation from the seller for the expenses we have to bear in relation to our customer if the defect was already present when the risk passed to us. The subsequent performance costs to be reimbursed by the seller in accordance with § 439 para. 2 BGB also include the costs of finding the defect as well as sorting costs.
5. In the event of imminent danger, we shall be entitled, after notifying the Seller accordingly, to remedy the defect ourselves at the Seller's expense.
6. Our warranty claims expire 36 months after transfer of risk. They begin with the timely notification of defects in the sense of No. 2 above. However, the Seller's liability for defects shall in any case end ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the seller knew or about which he could not have been unaware and which he has not disclosed to us.
7. The Seller hereby assigns to us - on account of performance - all claims to which he is entitled against his suppliers on the occasion of or in connection with the delivery of defective goods or such goods which lack guaranteed characteristics. In order to assert such claims, he shall hand over to us all documents required for this purpose.

IX. Product Liability and Recall

1. In the event that claims are asserted against us on the basis of statutory product liability, the Seller shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item supplied by the Seller. In cases of fault-based liability, however, this shall only apply if the seller is at fault. The obligation to indemnify shall not apply if the claim is based on grossly negligent or intentional breach of duty on our part. Insofar as the cause of the damage lies within the seller's area of responsibility, he shall bear the burden of proof in this respect. In such cases, the Seller shall bear all costs and expenses, including the costs of any legal action or recall action. Otherwise, the statutory provisions shall apply. Any further claims for damages shall remain unaffected.
2. The seller is obliged to always maintain product liability insurance with a sufficient minimum coverage of EUR 5 million per personal injury or property damage.

X. Tools, Models, Drawings and Other Documents

1. Materials, special packaging, tools, models, drawings and other documents provided by us or produced for us shall remain our property and may only be used for the execution of our orders. They may not be made accessible to third parties without our consent and must be properly stored until revoked, but not later than two years after their last use, and handed over to us thereafter.
2. The production as well as the treatment and processing of such tools, models, drawings and other documents, which the seller produces on our behalf, are carried out for us as manufacturer with the consequence that we acquire ownership of them.

XI. Place of performance, place of jurisdiction and applicable law

1. Unless otherwise agreed, the place of performance for the delivery and our payments shall be our premises.
2. The place of jurisdiction shall be the registered office of our head office. We can also sue the seller at his place of jurisdiction as well as at the place of jurisdiction of our branch office entered in the commercial register with which the contract was concluded.
3. All legal relationships between us and the Seller shall be governed by the laws of the Federal Republic of Germany supplementing these Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

XII. Authoritative version

In case of doubt, the German version of these General Terms and Conditions of Purchase shall prevail.