

§ 1 Scope

Our Terms and Conditions of Purchase apply exclusively, including for all future contracts with the supplier, provided that the supplier agreed to their validity after becoming aware of them. Modifications and additions to the Terms and Conditions of Purchase or deviating terms and conditions of the supplier shall only apply in the case of written confirmation on our part. Even if we have not objected to them in individual cases, they shall have no effect.

Our Terms and Conditions of Purchase shall also apply if we accept or pay for the delivery of the supplier in the knowledge of terms and conditions of the supplier which conflict with or deviate from our Terms and Conditions of Purchase.

§ 2 Orders / order confirmations / call-offs

(1) The binding character of orders, modifications of or addition to orders, and other agreements made at the time of conclusion of the Contract are only valid if they are declared or confirmed in writing by us. Oral agreements are only effective if confirmed in writing. Deliveries or services for which there are no written orders will be rejected by us.

(2) The acceptance of the order must be confirmed by the supplier within 5 working days, calculated based on the date of the order.

§ 3 Partial deliveries / short deliveries

If partial deliveries are delivered, these shall not constitute fulfillment unless approved by us.

§ 4 Delivery time / deadlines

The delivery times agreed in the confirmed orders or delivery schedules are binding. The receipt of a faultless and complete delivery is decisive for compliance with the delivery time.

The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to the supplier which result in the required delivery time being unable to be met.

§ 5 Delivery delay

(1) In the event of a delivery delay, we are entitled to legal claims. In particular, we are entitled to assert damages for delay as well as to demand compensation in lieu of performance and rescission after fruitless expiration of a reasonable period of time.

(2) No waiver of further compensation claims shall represent the acceptance of the delayed delivery.

(3) In the event of default of the supplier with delivery in whole or in part, we are entitled to demand 1% of the delivery value per commenced week of delay, but no more than 5%, as a contract penalty. We reserve the right to assert further damages.

§ 6 Prices / terms of payment

(1) The prices stated in the orders are binding; unless otherwise agreed in writing, the price includes free delivery, including packaging.

(2) Unless otherwise agreed, payment of the invoice shall be made on the 25th of the month following the delivery with a deduction of a 3% discount or within 90 days without deduction.

The requirement for the beginning of the period is the receipt of a proper and verifiable invoice as well as complete and faultless delivery.

(3) Should there be a defective delivery, we have the right to raise the objection of a non-fulfilled contract and to withhold payment until the proper performance of the contract takes place.

§ 7 Transfer of risk / retention of title

(1) The supplier shall bear the risk until the goods arrive at our receiving department.

(2) Upon delivery, the goods become our property. Retention of title arrangements that go beyond a simple or extended retention of title are expressly excluded.

§ 8 Packaging

(1) The supplier is responsible for proper packaging according to the contractual specifications. Insofar as such specifications do not exist, the packaging must comply with relevant regulations and customary standards.

(2) The supplier is obligated to take back the packaging material in accordance with the specifications of the current Packaging Regulation.

(3) The supplier is liable for damage to the contractual item due to improper packaging.

§ 9 Quality control

For its deliveries and services, the supplier must adhere to the accepted rules of technology, the safety regulations and the agreed technical data.

Changes to the delivery item require our prior written consent.

§ 10 Inspection for defects / liability for defects

(1) The supplier is obligated to deliver the goods free of defects and in compliance with the agreed quality features.

(2) Upon receipt of the goods, we are only obliged to inspect them for compliance with the order and external integrity. No further inspection obligation exists.

(3) We are entitled to the statutory rights relating to defects in the case of defects and warranty claims; this also applies to claims for recourse in the sale of consumer goods. Should we be entitled to warranty claims that exceed the statutory warranty rights, the latter shall remain unaffected. Should a defect become apparent within the statute of limitation, we are entitled, at our discretion, to demand subsequent performance through subsequent improvement, subsequent delivery or new production within a reasonable period of time.

In addition, the supplier must reimburse the expenses required for subsequent performance as well as the claims for damages to which we are legally entitled.

If the subsequent performance does not occur within a reasonable grace period, has failed or the grace period has been dispensable, we shall be entitled to withdraw from or reduce the Contract while maintaining other statutory claims.

(4) If the supplier cannot be reached and the risk of disproportionately high damage exists, we are entitled in urgent cases to eliminate the identified defects ourselves or have them eliminated by third parties at the expense of the supplier.

The supplier shall be informed immediately of such measures.

The further legal rights shall remain unaffected.

(5) For claims for defects, the statute of limitations is 24 months, unless a longer statute of limitations is provided by law.

§ 11 Product liability, recall, other liability and insurance

(1) In the event that claims are asserted against us for direct or indirect damage to the life and limb of third parties or property damage due to non-contractual product liability, the supplier shall be obliged to indemnify us from such claims, if and insofar as the damage is due to a fault of the contractual item delivered by the supplier.

(2) In these cases, the supplier assumes any expenses and costs, including costs of any legal action or recall. In addition, the statutory provisions apply.

(3) The supplier is also liable according to the statutory provisions in cases of other liability for breach of duty.

(4) The supplier must take out adequate liability insurance, the amount and scope of which must be agreed with us.

Upon request, the supplier must provide evidence of the conclusion of such insurance and the payment of insurance premiums.

§ 12 Property rights of third parties

The supplier shall indemnify us from claims of third parties resulting from infringement of copyrights, trademarks, patents or industrial property rights, insofar as these are based on culpable behavior of the supplier.

If the supplier has produced the delivered goods according to drawings, models or other similar descriptions or orders handed over by us and did not know or could not have known that this infringed upon property rights, the supplier's indemnity obligation mentioned in subsection 1 shall not apply.

§ 13 Samples, drawings, material provided, production equipment and confidentiality

(1) The supplier may not make accessible, offer or deliver to third parties any samples, drawings, documents of all kinds which we make available to him, or parts made according to our drawings or with our tools or replicated tools.

We reserve all rights to our know-how, copyrights and other industrial property rights.

Should these have been made accessible to us by third parties, this legal reservation also applies to the benefit of those third parties.

(2) The materials or parts provided by us may only be used as intended; they remain our property.

(3) Only with our prior written consent shall any means of production which we make available to the supplier or which the supplier has made individually for us according to the order be used for deliveries to third parties.

(4) It is agreed that we shall become co-owners of the products manufactured using the materials and parts provided by us in proportion of the value of the materials provided to the value of the entire product.

(5) Tools which are our property and which are made available to the supplier for use shall be treated by the supplier with care and kept separate from other objects not belonging to us. Furthermore, the supplier must identify the ownership of the objects itself and note such ownership in its ledgers. The tools must be returned immediately upon request after termination of the business relationship.

§ 14 Contract penalty

The supplier may not resell goods to third parties which the supplier has taken back as part of the subsequent performance or due to unauthorized overdelivery and which are labeled with our brand name. In the event of infringement, the supplier must pay a contract penalty in the amount of twice the value of the goods, but at least €2,500.00, for each item sold without authorization.

§ 15 Legislation, Regulation

The supplier undertakes to comply with all legislation concerning all products and their manufacturing, especially regulations for chemicals/substances or other environmental regulations.

§ 16 Force majeure

In the case of force majeure, labor disputes, disruptions of operations, unrest, official measures and other unavoidable events, we are entitled – without prejudice to our other rights – to withdraw from the contract in whole or in part, if such events extend over a period of more than 3 months. This also applies if these events occur at a time when the affected party is in default.

Notwithstanding, the parties shall endeavor, within reasonable limits, to promptly provide the necessary information and to adapt their obligations to the changed circumstances in good faith.

§ 17 Trade secrecy

The supplier is obliged to keep all knowledge acquired directly or indirectly in the context of the contractual relationships, both technical and business-related, in particular including knowledge of operating equipment, business transactions, work instructions etc., concerning us or one of our customers, secret vis-à-vis third parties. The supplier undertakes not to disclose or otherwise use any data or other information covered by the Data Protection Act to third parties unless it is already public knowledge.

The supplier shall ensure that the supplier's employees also comply with all confidentiality and secrecy agreements; the obligation to maintain secrecy also applies after the execution of the Contract.

All rights are reserved to any innovations, whether of a technical or creative nature, originating from us, in particular in the event of copyrights and patentable innovations or utility models.

§ 18 Final provisions

(1) The Contract is subject to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

(2) The place of performance for deliveries and payments shall be the place where the goods are to be delivered in accordance with the Agreement.

(3) For all disputes arising directly or indirectly from the contractual relationship, the exclusive place of jurisdiction shall be the court having jurisdiction at our registered place of business.

We are entitled to sue the supplier at our discretion at the supplier's place of business, its branch or at the place of performance.

(4) Should individual components of these Terms and Conditions of Purchase be legally ineffective, the effectiveness of the remaining provisions shall not be affected.