

General Purchasing Conditions

1. General Conditions

Our following General Purchasing Conditions apply exclusively to our orders. Other conditions shall not become subject matter of this agreement, even if we as principal ("AG") have not expressly objected to them. If the AG accepts the delivery/service without an express objection, it can in no way, shape or form be derived that the delivery conditions of the contractor ("AN") have been accepted. These General Purchasing Conditions shall also apply to all future contractual relationships with the AN. No compensations for visits or writing proposals, et cetera, shall be provided.

2. Written Form Clause

Only orders in written or text form are legally binding. Verbal orders or orders made by telephone require subsequent confirmation in written or text form. The same applies to any additional verbal agreements and amendments to the agreement.

3. Cancellation Clause, Delivery Schedule, Delay of Delivery, Force Majeure

The AN can cancel any time prior to the written order confirmation. The agreed delivery schedules are binding. The decisive criterion for the compliance with the delivery schedule or the delivery deadline is the receipt of the goods by the receiving office named by the AG or the timely nature of the successful acceptance.

If the AN realises that an agreed upon date cannot be complied with for any reason, then the AN must immediately inform the AG of this in writing and provide information regarding the reasons for this as well as the estimated duration of the delay. The AN shall be liable for all direct and indirect damages caused by the delay. If the agreed upon delivery schedule cannot be complied due to a circumstance for which the AN is responsible, the AG is entitled, following the fruitless expiration of a reasonable grace period which they have imposed to demand compensation for damages for non-fulfilment and/or procure a replacement from a third party or to rescind the agreement, as the AG chooses. Force majeure exempts the AN from its service obligations for the duration of the disturbance and the scope of its effects. The AN is obligated, within the scope of what is reasonable, to immediately provide the AG with the required information and to adapt its obligations to the changed circumstances in good faith. The AG is wholly or partially freed from the obligation to accept the order delivery/service and, insofar entitled to rescind the agreement if the delivery/service is, under consideration of economic aspects, no longer usable due to the delay caused by the force majeure.

The AG can only be accused of failing to provide necessary documents, which are to be delivered by the AG if the documents have been repeatedly requested in writing and have not been sent within a reasonable time by the AG.

In the event of a delivery which is made earlier than agreed, the AG reserves the right to return the delivery at the expense of the AN. If no return shipment is made in the event of an early delivery, the goods will be stored until the delivery date at the premises of the AG and at the cost and risk of the AN. In the event of an early delivery, the AG shall reserve the right to pay for the delivery at the agreed due date of the payment date.

The AG shall only accept partial delivery following an express agreement. In the event of an agreed-upon partial shipment, the remaining quantity must be listed.

4. Shipping, Packaging

The shipment will be made at the risk of the AN. The risk of any degradation, including the accidental destruction, thus remains with the AN until delivery is made to the shipping address and/or the point of use specified by the AG.

The take-back obligations for the packaging are oriented around the legal regulations. The goods are to be packaged in such a manner that transportation damages are ruled out. Packaging materials are only to be used within the scope required in order to achieve this goal. Only environmentally friendly packaging materials may be used.

5. Invoicing and Payment

Invoices are to be submitted to the AG in duplicate with all required documents and data after the successful performance of the service in a special, proper form. Improperly submitted invoices shall first be deemed as received by the AG after they have been properly submitted. In the event of slight defects, the AG shall be entitled to withhold the payment proportionally until the proper fulfilment has been achieved. In the event of advance payments, the AN must provide a suitable security, e. g. a bank guarantee.

6. Safety Regulations

The AN agrees to comply with the recognised rules of technology and in particular with those regulations and guidelines issued by the legislator, the supervisory authorities, the professional associations, and similar institutions regarding manufacturing, execution, accident prevention, hygiene, and environmental protection and to clearly point out possible risks without first being asked to do so. If variations from these regulations are necessary in individual cases and legally permissible, the AN must obtain the written approval of the AG for this. The liability of the AN for defects shall not be affected by this consent. If the AN has objections to the type of execution requested by the AG, it must notify the AG promptly in writing.

7. Liability for Defects

In the event that no agreement to the contrary has been made, the statute of limitations for defect claims shall be two year from the date of commissioning or use. This period begins anew in the event of replacement deliveries. The AN's objection to a late note of defects is excluded. In the event of a defect, the AG can enforce its choice of its legally available rights. If the AG requests subsequent fulfilment, the AN, in the event of the remedying of defects, obligates itself to rectify all defects immediately, amongst which the lack of agreed upon characteristics also number, at its expense at a freely chosen destination. In the event of a first fruitless subsequent fulfilment by the AN, the AG shall reserve the right to rescind the agreement.

8. Protected Rights

The AN shall guarantee and assure that all deliveries are free from protected rights of third parties and shall especially assure that patents, licenses, or other protected rights of third parties are not violated by the delivery and use of the objects of delivery.

The AN shall indemnify the AG and/or its customer from any claims of third parties resulting from possible violations of protected rights and shall bear all costs which the AG may incur in connection therewith.

In the event of a violation of a protected right, the AG shall be entitled to obtain the permission to use the relevant objects of delivery and service from the authorised party at the costs of the AN.

9. Non-disclosure

The AN must treat the contractual relationship confidential and may not reveal its business connections with the AG to third parties only after it has been provided with written permission.

The AN agrees to treat all information which it receives within the course of the agreement/order and through the business relationship as business secrets and not to make these accessible to third parties.

10. Final Clauses

Should individual sections of these General Purchasing Conditions be legally unenforceable or if these contain a contractual gap, it does not affect the effectiveness of the remaining provisions. To the extent legally permissible, this ineffective provision shall be replaced by a reasonable provision that comes closest to the intent of the parties. A reasonable provision shall be applied to complete a contractual gap. This provision shall come closest to the meaning and purpose of this agreement that the parties would have intended had they thought about this issue.

The AN is not entitled to transfer the order or a part thereof, including assignment of rights and obligations resulting therefrom to a third party without the prior written permission of the AG.

The AG will handle personal information according to the regulations of the German Federal Data Protection Act. Insofar as nothing to the contrary has been expressly agreed upon, the place of fulfilment for the delivery and services of the AN is the receiving office named by the AG. The place of jurisdiction is Düsseldorf.

The law of the Federal Republic of Germany shall exclusively apply with the exclusion of the conditions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).