

GENERAL TERMS OF PURCHASE

§ 1 General – Validity

1. Our terms of purchase apply exclusively. We will not acknowledge any contrary terms or terms of the supplier which deviate from our terms of purchase unless we have expressly accepted their validity in writing. Our terms of purchase also apply when we accept the delivery of the supplier without objection in the knowledge of contrary terms or terms of the supplier which deviate from our terms of purchase.
2. All agreements which are made between us and the supplier for the purpose of executing this contract must be recorded in writing in this contract.
3. Our terms of purchase only apply to companies in accordance with § 310 par. 1 German Civil Code.
4. Our terms of purchase also apply for all future business transactions with the supplier.

§ 2 Offer – Offer documents

1. The supplier is obliged to accept our order within 2 weeks; offers must be tendered free of charge. The supplier must adhere exactly to the inquiry in his offer and any deviations must be referred to expressly. Alternative suggestions are however desired. Spoken and telephone orders and agreements require written confirmation and inclusion of these general terms of business.
2. We reserve the title and copyright to illustrations, drawings, calculations; they may not be disclosed to third parties without our written consent. They are to be used exclusively for the production based on our order and must be returned to us without reminder upon completion of the order. They must be kept secret from third parties, the ruling of § 9 par. 4 applies additionally.

§ 3 Prices – Terms of payment

1. The price stated in the order is binding. The price includes “free house” delivery and packaging unless agreed otherwise in writing. Return of the packaging requires a special agreement.
2. The legal VAT must be indicated separately for the price.
3. We can only process invoices if these specify the order number used in our order; the supplier is responsible for all consequences of failing to meet this obligation unless he can prove that he is not responsible.
4. Unless agreed otherwise in writing, we will pay the purchasing price within 14 days by the next 1st or 15th of the month, calculated from delivery and receipt of the invoice with a 3 % discount or within 30 days of receipt of the invoice net.
5. We reserve the legal rights of setoff and retention.6. Insofar as our orders refer to official deliveries (public authorities) which are subject to public price inspection, the supplier undertakes to provide unrestricted information about his pricing to the authorities and their agents authorised for inspection and acknowledges the permissible prices as binding.

§ 4 Delivery time

1. The delivery time stated in the order is binding.
2. The supplier is obliged to inform us immediately in writing when circumstances occur or he becomes aware of circumstances which will prevent him from keeping the delivery date.
3. We have the legal rights in the case of delivery default. We are particularly entitled to demand damage compensation instead of the service and cancellation after a reasonable period of time has expired without fulfilment. If we demand damage compensation, the supplier also has the right to prove that he is not responsible for failing to meet his obligations.

§ 5 Transfer of risk – Documents

1. The delivery must be made free house unless agreed otherwise in writing.
2. The supplier is obliged to state our order number exactly on all dispatch documents and delivery notes; if he fails to do so we cannot be held responsible for any delays in the handling.

§ 6 Examination of defects – Liability for defects

1. We are obliged to check the goods for any quality and quantity deviation within a reasonable period of time; the notice of defects is valid if it reaches the supplier within a period of 5 working days from the receipt of goods or in the case of concealed defects from their discovery.
2. We have all the legal defect rights; in any case we are entitled to demand either elimination of the defects or delivery of replacement goods from the supplier. The right to damage compensation, especially to damage compensation in lieu of the service, is expressly reserved.
3. We are entitled to eliminate the defects ourselves at the supplier's cost if there is a risk ahead or if the case is particularly urgent.
4. The statute of limitation is 36 months from the date of transfer of risk.

§ 7 Product liability – exemption from liability insurance protection

1. Insofar as the supplier is responsible for product damage, he is obliged to exempt us from damage compensation claims of third parties on first demand insofar as the cause is set in his area of responsibility and organisation and he himself is externally liable.
2. In the scope of his liability for damages in the sense of par. 1 the supplier is also obliged to reimburse any expenses in accordance with § 683, 670 BGB as well as in accordance with §§ 830, 840, 426 BGB which result from or in connection with one of our recall actions. We will inform the supplier as far as possible and reasonable about the content and scope of the recall measures to be carried out and give him the opportunity to make a statement. Other legal rights remain unaffected.
3. The supplier is obliged to take out product liability insurance with a cover of 5 million Euro per personal/property damage, any other damage compensation rights we may have remain unaffected.

§ 8 Protection rights

1. The supplier guarantees that his delivery does not infringe the rights of third parties within the Federal Republic of Germany.
2. If a third party claims against us in such a matter, the supplier is obliged to exempt us from these claims at the first written demand; we are not entitled to make any agreements with the third party and especially not to reach a settlement without the supplier's consent.
3. The supplier's obligation for exemption refers to all applications which necessitate from or in connection with the claim by a third party.
4. The statute of limitation is 10 years from the conclusion of contract.

§ 9 Reserve of title - provision – tools secrecy

1. If we provide parts at the suppliers we reserve the right of title to these. The supplier processes or re-forms these on our behalf. If the goods to which we have title are processed with other objects not belonging to us, we receive a joint title to the new object in the ratio of the value of our goods (purchasing price plus legal VAT) to the other processed goods at the time of processing.
2. If the goods provided by us are mixed inseparably with other objects not belonging to us, we receive a joint title to the new object in the ratio of the value of the goods to which we have title (purchasing price plus legal VAT) to the other mixed objects at the time of mixing. If the mixing is effected in such a way that the supplier's goods can be seen as the main object, it is considered agreed that the supplier grants us a relative joint title; the supplier keeps the sole title or joint title on our behalf.
3. We reserve the title to tools; the supplier is obliged to use the tools exclusively for producing the goods ordered by us. The supplier is obliged to insure the tools belonging to us to their new value at his own cost against damage by fire, water and theft. The supplier already cedes all damage compensation claims from this insurance to us; we hereby accept this cession. The supplier is obliged to carry out any necessary maintenance and repair work on our tools on his own account. He must report any faults to us immediately; damage compensation rights remain unaffected if he should fail to do so.
4. The supplier is obliged to keep all received illustrations, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express permission. The obligation for secrecy also applies after completion of this contract; it expires when and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents handed over has become general knowledge.
5. Insofar as our security rights according to par. 1 and/or par. 2 exceed the purchasing price of all our not yet paid title goods by more than 10 %, we are obliged to release the security rights as we choose at the supplier's request.

§ 10 Place of jurisdiction – Place of fulfilment

1. Insofar as the supplier is a merchant, our registered office is the place of jurisdiction; we are, however, entitled, to prosecute the supplier at his place of abode.
2. Unless specified otherwise by the order, our registered office is the place of fulfilment.