

General Terms and Conditions of Purchase

- Current Status: July 2020 -

I. Exclusivity

Only the following General Terms and Conditions of Purchase apply to our orders provided we do not consent, in an individual written case, to the amendment of such conditions. The Supplier's conditions that vary from or supplement these Terms and Conditions of Purchase do not have binding force for us.

II. Awarding a contract

- Orders and agreements, as well as amending and supplement these, shall only have binding force if we have issued or confirmed them in writing. The Supplier is to provide us with written confirmation of the order without delay, at the latest within five days, following receipt of the order. The Supplier acknowledges our Terms and Conditions of Purchase upon returning the order confirmation.
- Diagrams, drawings, calculations and other documents handed over to the Supplier are to be kept secret from third parties, and may not be made available to third parties without our express, written, approval. They are to be used exclusively for the manufacture of our order. At our request they are to be destroyed in full, or returned to us, once the order has been processed in full. Paper documents are to be cut at least at the P-5 security level into a maximum particle size of 30 mm².
- The Supplier is to confidentially process the measures involving entering into a contract, and may only refer to the business relationship with us in advertising material and reference lists once we have granted our written consent in this respect.
- The Supplier undertakes to treat as business secrets all non-public commercial or technical details of which the Supplier gains knowledge as a result of the business relationship. Subcontractors are to be placed under obligation accordingly.
- We may request alterations to the subject matter of delivery, including after entering into the contract, provided this is acceptable for the Supplier. In the case of such a contractual amendment, the effects on both parties, in particular in respect of the additional or shortfall costs and the delivery date, are to be appropriately taken into consideration.

III. Correspondence

Correspondence regarding a particular order is to be maintained with our Purchasing Department. Agreements entered into with other departments shall be subject to express, written, confirmation by the Purchasing Department provided agreements are to be entered into in that respect that amend the points set out in the contract.

IV. Prices, terms and conditions of payment, shipping, packaging and insurance

- The price stated in the order has binding force. In the absence of a written agreement, the price includes the delivery to the shipping address stated by us and includes packaging. Returning the packaging shall be subject to a special agreement.
- In the absence of a written agreement to the contrary, the statutory turnover tax and delivery via DDP (Delivered Duties Paid) are included in the price.
- If no prices are stated in the order, the Supplier's current list prices with customary commercial deductions shall apply. If a price has not been specified at the time of awarding a contract, it is to be stated to us at the latest upon acceptance of the order. If we do not object within eight workdays following receipt of the order confirmation, the price stated by the Supplier shall be deemed authorised.
- If a price "ex works" or "ex warehouse" is agreed upon by the Supplier and us in an exceptional case, we shall only assume the most favourable freight costs for us. All costs that arise up until handover to the carrier, including loading and cartage, shall be borne by the Supplier.
- We do provide transport insurance for deliveries for which we pay the shipping costs. You are to exempt forwarders from forwarding/cartage insurance. Forwarding/cartage premiums shall be borne by you.
- We can only process invoices and delivery notes if, in accordance with the requirements set out in our order, they include the order and product numbers stated in our order. The Supplier shall be responsible for all consequences of failing to honour this obligation.
- In the absence of written agreements to the contrary, payments are to be made within 14 days subject to a three percent trade discount or without any discount after 30 days. The day on which the delivery obligation is honoured, at least however the day on which the invoice is received, shall be authoritative for the payment and discount periods.
- We reserve the right to settle the Supplier's invoice by way of an eligible bill. All arising charges and expenses shall be borne by us.
- We are entitled to exercise setting off and retention rights as specified by law.

V. Delivery time

- The delivery time stated in the order has binding force.
- The Supplier undertakes to inform us without delay in writing if circumstances arise or if the Supplier becomes aware of circumstances that can lead to the required delivery time not being met.



3. In the event of default in delivery, we shall be entitled to assert a claim for flat rate damage caused by default in the sum of one percent of the delivery value for each week that commences in which the default applies but not, however, more than ten percent. We reserve the right to assert further-reaching claims. We reserve the right to assert a claim for the contractual penalty up until payment in full of the delivery. The Supplier is entitled to furnish us with proof that no damage or significantly less damage was caused as a result of the default.

VI. Subcontracting

The Supplier is not permitted to forward orders placed by us to subcontractors or arrange for the orders to be manufactured via homeworking. The order may only be processed by the Supplier. In addition, the Supplier is not permitted to arrange for its customer orders to be processed by our employees. In exceptional cases, written approval by us shall be required.

VII. Force majeure, industrial action

1. All force majeure events as well as all industrial action measures, in particular strikes and lockouts, shall release us, for the duration in which they apply and with a reasonable lead period thereafter, from our contractual obligations.
2. We shall be exempt from the obligation to accept the ordered delivery or performance in full or in part, and insofar shall be entitled to withdraw from the contract, if the delivery or performance can no longer be used as a result of the delays caused by force majeure or industrial action measures that affect us, with consideration given to economic aspects.

VIII. Guarantee

1. The Supplier guarantees and assures that all deliveries or services reflect the latest technological developments and comply with the relevant legal provisions and the requirements and guidelines issued by authorities, trade organisations and associations. If variations from these requirements are necessary in an individual case, the Supplier must obtain our written approval in that respect. Such approval does not limit the guarantee obligation.
2. If the Supplier has doubts about the type of design requested by us, the Supplier is to inform us of this without delay in writing.
3. The Supplier waives objecting to delayed notification of defects.

IX. Inspection of defects – liability for defects

1. We undertake to check the goods within a reasonable period as regards quality or quantity variations. Notification shall be deemed given in good time provided it is received by the Supplier within a period of five workdays calculated from receipt of goods or in the event of hidden defects when such defects are identified.
2. We are entitled to the statutory warranty claims without restrictions. Irrespective of this we are entitled to request that the Supplier rectifies defects or supplies a new item at our discretion. In such a case, the Supplier is to carry all expenses required to rectify a defect or supply a new item. Reworked or provided parts are subject to liability for damages. We expressly reserve the right to compensation, in particular the right to compensation instead of performance, is reserved.

3. We are entitled to rectify defects at the Supplier's cost if the Supplier is in default with the subsequent performance.
4. The limitation period is 24 months from acceptance by us or twelve months from acceptance by our customer in the absence of agreements to the contrary in the order or provided longer statutory periods do not apply. The liability period for defects regarding spare parts is twelve months following installation or commissioning. It shall be assumed in our favour that a material defect that arises within the liability period for defects already existed at the time of the passing of risk.
5. This does not affect the other compulsory provisions of recourse against the Supplier.

X. Product liability

1. Where the Supplier is responsible for product damage, the Supplier undertakes insofar to render us exempt from third party claims for damages.
2. The Supplier is to compensate us for all expenses that are necessary to rectify or ward off damage caused by the faulty product supplied by the Supplier.
3. The Supplier undertakes to maintain a product liability insurance policy with a reasonable amount insured for personal/material damage on a flat rate basis. This shall not affect further-reaching claims for damages if we are entitled to such claims.
4. The Supplier shall implement quality assurance measures, in line with the latest technological developments, which are suitable in terms of type and scope, and on request shall furnish us with proof in that respect. The Supplier shall enter into a corresponding quality assurance agreement with us provided we consider such action necessary.

XI. Property rights

1. The Supplier is to ensure that no third party rights shall be infringed upon in conjunction with its delivery provided we are not responsible for such an infringement.
2. If a third party takes legal action against us regarding the infringement of property rights, the Supplier shall be under obligation to render us exempt from such claims upon the first written request. We are entitled to enter into agreements with the third party, without approval by the Supplier, in particular enter into a composition agreement.
3. The Supplier's obligation to render us exempt applies to all expenses that we incur as a result of or in conjunction with the action a third party is required to bring.



XII. Reservation of title, provision of materials, tools and secrecy

1. Insofar as we provide parts for the Supplier, we shall retain ownership of such parts. Processing or conversion by the Supplier shall occur on our behalf. If our reserved goods are processed using items that are not our property, we shall acquire co-ownership in the new item in the proportion of the value of our item to the value of the other items.
2. We reserve ownership of tools, forms and models provided nothing to the contrary is set out in the order. The Supplier undertakes to use the tools, forms and models exclusively for the manufacture of the goods we order. The Supplier undertakes to insure, at its own cost, the tools, forms and models at replacement value with cover for fire damage, water damage and damage caused by theft. The Supplier undertakes to perform maintenance and inspection work that may be required at its own cost in good time. The Supplier is to notify us without delay of any malfunctions. If it culpably fails to do so, this shall not affect claims for damages.
3. The Supplier undertakes to maintain absolute secrecy regarding any received diagrams, drawings, forms, samples, models, profiles, sketches, standard sheets, print templates, gauges and other documents and information. These may only be made available to third parties following our express, written, approval.

XIII. Place of jurisdiction, place of performance

1. Ravensburg is deemed the place of jurisdiction provided the Supplier is a general merchant. However, we also entitled to bring legal action against the Supplier at its general place of jurisdiction.
2. Ravensburg is deemed the place of performance.

XIV. Final provisions

1. The Supplier may neither wholly nor partially arrange for the obligations resulting from this contract to be honoured by third parties without our written approval.
2. Assigning claims directed against us is excluded.
3. The Supplier consents to us storing company and personal data as part of processing the business transactions.
4. The parties expressly agree that the contract is subject to German law.
5. In the event that one of the provisions is wholly or partially invalid, this shall not affect the validity of the other provisions.