

GENERAL CONDITIONS OF PURCHASE

1. Conclusion of contract

- 1.1 The contract between the Seller and the Buyer is governed exclusively by these General Conditions of Purchase. The general terms and conditions of the Seller are herewith rejected.

Orders, agreements and amendments to the contract shall only be binding if made or confirmed by the Buyer in writing. All correspondence must be addressed to the purchasing department. Any agreement reached with any other department intended to vary agreed terms of the contract must be expressly confirmed by the purchasing department in writing in the form of a supplement to the contract.
The Seller shall treat the contract as confidential.

2. Prices

- 2.1 Agreed prices are fixed prices. All prices shall be inclusive of packing and carriage to the Buyer's place of use. In the event of prices "ex-works" or "ex-warehouse" being agreed the Buyer shall only bear the lowest possible freight costs. The Seller shall bear all costs up to the point of delivery to the carrier including loading, but excluding transport costs. The method of invoicing shall be without prejudice to the parties agreement as to the place of performance. The buyer reserves the right to approve or reject delivery of a greater or lesser quantity of goods.

3. Trade terms

INCOTERMS as valid on conclusion of the contract shall apply to the interpretation of trade terms used in the contract.

4. Certificates of origin, proof of turnover tax, export restrictions

- 4.1 The Seller shall promptly make available any certificates of origin requested by the Buyer with all necessary details completed and properly signed. This also applies to documents relevant to matters of turnover tax where supplies are made within the EU or from a foreign country.
4.2 The seller shall forthwith inform the Buyer if the goods to be delivered are partly or wholly subject to export restrictions under German or any other law.

5. Delivery dates, delays

- 5.1 Upon the Seller realising that it will not be able to meet an agreed delivery date (for whatever reason), it shall forthwith inform the Buyer of this fact. This is without prejudice to the Seller's obligation to meet agreed delivery dates.
5.2 In the event of the Seller being in default of its obligations as to delivery, the Buyer will grant the Seller a further reasonable period in which to effect such delivery. If the Seller fails to effect such delivery within the period set by the Buyer, the Buyer shall be entitled to appoint a third party to effect such delivery at the Seller's costs, or to cancel the contract.

The provisions of this paragraph 5 are in addition to and not in substitution for the Buyer's statutory rights.

6. Quality

The goods delivered shall comply with the agreed specifications and with all laws, regulations, directives and standards relating to technical safety, health and safety at work and environmental and fire protection. The Seller shall continually adjust the quality of its goods to conform with the latest state of technology and inform the Buyer of any possibilities for improvements or modifications.

7. Warranty

- 7.1 The warranty period is 24 month following delivery. For repaired or replaced parts the warranty period starts anew.
7.2 The Seller shall repair defects and perform any works necessary in connection with the repair at the Seller's own costs. If it is not possible to repair the goods or if it is not reasonable to expect the Buyer to accept repaired goods, the Seller shall at its own costs replace the defective goods by goods which are free from any defect.
7.3 In urgent cases or if the Seller is in default with its obligation to repair defects, the Buyer shall be entitled at the Seller's costs to take the necessary steps to repair such defects itself or to entrust a third party with it. The buyer shall inform the Seller before such steps are taken. If prior notification is not possible, the steps necessary to avert damage may in urgent cases be taken without prior notification; in these cases the Buyer shall notify the Seller immediately afterwards. the Seller's warranty obligations remain unaffected, except where defects are attributable to steps taken by the Buyer or a third party.
7.4 In the event that repair is not possible or it is unreasonable to expect the Buyer to accept it, the Buyer shall be entitled to cancel the contract or to require a reduction in the price.
7.5 A warranty claim shall become time-barred upon the expiry of six months following notification of a defect, but in any event no earlier than upon expiry of the warranty period.

The provisions of this paragraph 7 are in addition to and not in substitution for the Buyer's statutory rights.

8. Drawings, documents, tools

- 8.1 Drawings and other documents, devices, models, tools and other manufacturing equipment ("the Tools") which have been made available to the Seller shall remain the property of the Buyer. The title to Tools paid for by the Buyer shall pass to the Buyer. The Tools shall not be scrapped or made available to third parties (e. g. for production purposes) without the written consent of the Buyer. They may not be used for purposes other than stipulated in the contract (e. g. supplies to third parties). For the duration of the contract the Tools shall be securely stored by the Seller on behalf of the Buyer at the Seller's expense.

9. Payment

- 9.1 Payments are made, if no other agreement has been reached, within 14 days with a 3% discount or within 30 days net, calculated after the delivery and presentation of an orderly, correct and checkable invoice. An invoice is considered orderly if it is free of errors and checkable, i.e. it must at least include the Buyer order number, the Buyer article number, the Buyer item number and an article description.
9.2 Payment by the Buyer of the Seller's invoice shall not be considered as acceptance of the Seller's calculations and not mean recognition that deliveries are stipulated in the contract.
9.3 The Seller shall only be entitled to assign its rights arising out of the contract to third parties with the written consent of the Buyer.

10. Place of performance, partial invalidity, place of jurisdiction, applicable law

- 10.1 The place of performance for supplies shall be the Buyer's place of use and the place of performance for payment shall be the Buyers registered office.
10.2 If any individual provision of the contract is invalid the other provisions shall not be affected.
10.3 The parties submit to the jurisdiction of the court having general jurisdiction over the Buyer. The Buyer may however also sue the Seller in the Seller's own jurisdiction.
10.4 The contract shall be governed exclusively by the laws of the Federal Republic of Germany which apply to relations between domestic parties.