

General Purchasing Conditions

1. General Information – Scope

1. Our purchasing conditions apply exclusively; any contradicting conditions and/or conditions of the supplier which deviate from our conditions are not recognized as being valid unless this has been expressly agreed on in writing. Our purchasing conditions also apply if we accept a consignment made by a supplier without any reservations despite having gained knowledge of the supplier's conditions which contradict our purchasing conditions or deviate from them in any other way.
2. All agreements concluded between us and the supplier for the purpose of the execution of this contract have to be laid down in writing in this contract.
3. Our purchasing conditions only apply to enterprises according to §310 sec. 4 BGB (German Civil Code).

2. Offer – Bidding Documents

1. The supplier undertakes to accept our order within a period of 2 weeks.
2. We reserve the right to property and the copyright to all samples, models, figures, drawings, calculations and other documents. Third parties must not gain access to them without our express written agreement. They are only to be employed for productions related to our order. Once an order has been completed they must be returned without us asking for them.

3. Prices – Terms of Payment

1. The price listed in the order is binding. For lack of any deviating written agreements, the price includes the delivery 'free domicile', including packaging. Agreements made otherwise must be made in writing, whereby it has to be observed that we are a SLVS/HRS prohibition and waiver customer. Return of the packaging material requires a separate agreement.
2. Invoices can only be processed if they show the appropriate order number – in accordance with our order. The supplier is responsible for all consequences resulting from the fact that this obligation has not been observed unless he can prove that he is not responsible for them.
3. Unless there are any written agreements saying otherwise, the purchasing price is paid within two weeks with a reduction of 3% cash discount or net within 60 days upon receipt of invoice.
4. We are entitled to the right of setting-off and the right of retention to the full legal extent.

4. Delivery Time

1. The delivery time stated in the order is binding.
2. The supplier undertakes to inform us immediately in writing if circumstances have arisen or become apparent to him which mean that the requested delivery time cannot be observed.
3. In the case of a delay in delivery we are entitled to the relevant legal claims. In particular, we are entitled to demand damages instead of performance or rescission upon the futile expiry of a reasonable period.

5. Passing of Risk - Documents

1. The goods are to be delivered free domicile unless otherwise agreed in writing.
2. The supplier undertakes to state exactly our order number on all shipping documents, dispatch notes and invoices. If he does not comply, we shall not be held responsible for any delays in processing.
3. All invoices have to be supplied in the form of two copies.

6. Quality and Documentation – Liability for Defects

1. The supplier has to observe the recognized rules of technology, safety provisions, applicable laws and agreed technical specifications for the goods supplied and the services performed. Any changes to the object to be delivered require our prior written agreement. In cases of items which require documentation the supplier has to specify in special recordings when, in which way and by whom the goods to be supplied have been checked in terms of the features which require documentation, and what the results of the quality tests were. The inspection documents have to be stored for 10 years and must be provided to the customer upon his request.
2. We are entitled to all legal claims based on defects; in any case we are entitled to choose between demanding either the supply of new goods or the removal of the defects. We expressly reserve the right to damages, particularly the right to damages instead of performance.
3. We are entitled to remove any defects at the supplier's expense if there is imminent danger or if there is extra need for special urgency.
4. The limitation period is 36 months from the date of passing of risk.

7. Product Liability – Indemnity against Liability – Third Party Liability

1. Insofar as the supplier is responsible for damage to a product, he is obliged to indemnify us against third-party liability claims upon our first request to do so insofar as the cause of the damage lies within his area of control and organization and insofar as he is liable vis-à-vis third parties.
2. Within the scope of his liability for damage in the sense of sec. 1 the supplier also undertakes to reimburse all expenses incurred in accordance with §§683, 670 BGB and §§830, 840, 426 BGB which occur due to or in the context of a recall carried out by us. The supplier will be informed about the scope and the contents of the recall to be carried out – as far as this is possible and reasonable; and he will be given an opportunity for comment. All other legal claims remain unaffected.
3. The supplier undertakes to maintain a product liability insurance with a flat-rate insured sum of a minimum of €2.5 million per personal injury/property damage. If we are entitled to further claims to damages, these remain unaffected.

8. Industrial Property Rights

1. The supplier guarantees that the rights of third parties within the Federal Republic of Germany are not violated in the context of his supplies.
2. If recourse is taken on us for this reason by a third party, the supplier is obliged to exempt us from these claims upon our first written request to do so. We are not entitled to come to any agreements with the third party without the supplier's agreement; we are particularly not entitled to reach a settlement.
3. The supplier's duty of exemption relates to all necessary expenses we incur due to or in connection with recourse of third parties.
4. The limitation period is 10 years from the date of the conclusion of the contract.

9. Place of Jurisdiction – Place of Delivery, Applicable Law

1. If the supplier is a business man/woman, the place of jurisdiction is our principle place of business. However, we are also entitled to sue a supplier at the court of his permanent residence.
2. Unless the order says otherwise, the place of business is the place of delivery.
3. German law applies exclusively. The application of the UN Sales Convention (CISG) is excluded.

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