

§ 1 Scope of application

1. All present and future deliveries, services and offers of our suppliers shall be effected exclusively on the basis of these General Terms and Conditions of Purchase, which shall be an integral part of all the contracts which we conclude with our suppliers for the deliveries or services offered by them, even if said terms are not separately agreed again for future transactions.
2. The terms and conditions of our suppliers or third parties shall not be applicable, except when we have expressly consented to their applicability in writing in individual cases. Even if we make reference to a letter which contains the terms and conditions of the supplier or a third party or refer to such terms and conditions, this shall not constitute consent to the applicability thereof.

§ 2 Purchase orders and other orders

1. Except when our purchase orders expressly state a different period of validity, we shall be bound to said orders for one week as from the date of the order. The time of receipt by us of the acceptance declaration shall determine whether an order has been accepted in due time.
2. The legal relations between us and the supplier shall be determined solely by the agreements concluded in writing with reference to the performance of a delivery or service, including our written purchase order and these General Terms and Conditions of Purchase. Said documents shall be deemed to state in full all the agreements between the contracting parties. Oral agreements between the contracting parties shall be superseded by the written agreements except when these expressly state that they continue to have binding effect.
3. Additions and alterations to the concluded agreements, including these General Terms and Conditions of Delivery, shall only be effective if in written form. With the exception of executive directors or authorised representatives, our employees shall not be entitled to conclude oral agreements to differing effect. Telecommunication transmission, in particular by telefax or email, shall satisfy the requirements of written form.

§ 3 Delivery time and delivery, transfer of risk

1. The delivery time stated by us in the purchase order (delivery date or period) shall have binding effect; it shall refer to the receipt of the goods at the place of performance. We shall not be obliged to accept deliveries at an earlier time.
2. The supplier shall be obliged to inform us without delay in writing if a situation arises or becomes apparent which will prevent the delivery time from being adhered to.
3. In addition to claims under statute law we shall be entitled, in the event of delays in delivery, after giving the supplier prior written warning, to demand payment of a contractual penalty of 0.5% to a maximum of 5% of the value of the relevant order for each week of delay in delivery. The contractual penalty shall be set off against the compensation to be paid by the supplier for damage or loss caused by default.
4. The supplier shall not be entitled to make part or excess deliveries except with our prior written consent.
5. The supplier shall present a preference document not later than the time of delivery. A supplier's declaration must be submitted for goods with preferential origin status. All other goods shall require submission of a certificate of origin certified by a Chamber of Commerce and Industry.
6. The risk of the goods shall, even when shipment has been agreed, pass to us only when the goods are handed over to us at the agreed place of performance.

§ 4 Prices and terms of payment

1. The price specified in our purchase order shall have binding effect.
2. Except when agreed otherwise in writing, the price shall include delivery and transport to the agreed address for shipment, including packing.
3. In default of agreement to other effect, we shall pay the purchase price on the following terms: 3% cash discount for payment within 14 days of delivery of the goods and receipt of invoice, 2% for 30 days, or 45 days net. The time of receipt of the remittance order by our bank shall determine whether the payments required from us have been made in due time.
4. Our order number, the article number, the article description, delivery quantity and delivery address must be stated in all order acknowledgements, delivery documents and invoices. Should the absence of one or more than one of these details cause a delay in processing by us in the course of our normal business operations, the aforesaid payment periods shall be extended by the duration of the delay.

§ 5 Ownership protection and confidentiality

1. We herewith reserve title or copyright to the purchase and other orders placed by us and to the tools, models, drawings, illustrations, calculations, descriptions and other documents supplied to the supplier. The supplier may not, without express written consent, make said documents accessible to third parties, nor use or reproduce them itself or through third parties. Said documents must be returned to us at our request when they are no longer needed by the supplier. Any copies made thereof by the supplier must, in that case, be destroyed; the sole exception thereto shall be their safekeeping as required by statutory safekeeping regulations and the storage of data for backup purposes in the context of standard data protection.
2. Reservations of title by the supplier shall only be effective insofar as they relate to our obligation to pay for the particular products in respect of which the supplier has reserved title. In particular, overall or extended reservations of title shall be impermissible.
3. The supplier shall be obliged to keep the terms of the purchase order and all the information and documents provided for this purpose (with the exception of information in the public domain) in strict confidence for a period of three years after conclusion of contract, and to use the said information and, when necessary, pass it on to subcontractors only for the purpose of the execution of our order. The supplier shall be obliged to ensure that confidentiality is maintained by any subcontractors used.
4. In the event of culpable breach of the confidentiality obligation specified above in subsection (3), the supplier shall be required to pay us a reasonable contractual penalty, for each case of contravention, in the amount of at least 0.1% and no more than 5% of the relevant order value. The contractual penalty shall be offset against any compensation to be paid by the supplier.

§ 6 Claims for defects; product liability

1. In the event of defects we shall be entitled, without restriction, to claims under statute law. In departure therefrom, however, the warranty period shall be 36 months.
2. After receipt, we shall examine the goods for defects within a reasonable period. Defects shall in any case be deemed reported in due time if we advise the supplier thereof within five working days after receipt of the goods by us. Hidden quality defects shall be deemed reported in due time if information thereon has reached the supplier within five working days after detection thereof.

3. As of delivery of our written advice of defects to the supplier, the time-barring period for claims under warranty shall not commence until the supplier has rejected our claims or declared the defects to have been rectified or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period shall commence anew in respect of replaced or remedied parts, unless the conduct of the supplier indicated that it did not see itself as obliged to take action but had delivered replacements or rectified defects only for ex gratia or similar reasons.
4. The supplier shall be responsible for all claims asserted by third parties on grounds of injury to person or damage to property arising from a faulty product delivered by the supplier, and shall be obliged to indemnify us in full against the liability resulting therefrom. This shall not apply if we have made a substantial contribution to the damage or loss.

§ 7 Acceptance sampling inspection

1. In accordance to DIN ISO 2859-1, the supplier is obligated to undertake a sample inspection of the goods before issue. The basis for this is a normal sample testing of AQL values:
 - Critical defect: 0,04
 - Major defect: 1
 - Minor defect: 4

§ 8 Rights of third parties

1. As stipulated in section 2, the supplier warrants that the products it delivers do not infringe the proprietary rights of third parties in countries of the European Union or other countries in which the supplier manufactures the products or has them manufactured.
2. The supplier shall be obliged to indemnify us against all claims which third parties make against us on grounds of culpable infringement of industrial property rights as stated in subsection (1), above, and to compensate us for all necessary expenditure incurred in connection with such assertion of claims. This shall not apply if the supplier provides evidence that it is neither responsible for the infringement of the property rights nor should have been aware of it at the time of the delivery if the commercial due diligence had been applied.
3. Our statutory claims of further extent on grounds of defective title to the products delivered to us shall remain unaffected.

§ 9 Compliance with regulations

1. The supplier warrants that the laws, ordinances and other rules effective at the time of delivery, such as work safety regulations, in particular for the prohibition of child labour, are complied with, and that the goods conform to the stipulations of food law applicable at the time of the particular purchase order, to the capacity serving measures rules and to the CE requirements of the Measuring Instruments Directive (MID). The supplier also guarantees compliance with the regulations applicable to it, especially anti-corruption and money laundering laws, as well as antitrust, labour and environmental protection legislation.

§ 10 Final provisions

1. The courts at Höhr-Grenzhausen shall have exclusive jurisdiction for all disputes arising from and in connection with the business relationship between us and the supplier. Höhr-Grenzhausen shall also be the place of performance for both parties.
2. The business relationship shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. Should one of the provisions in these Terms and Conditions of Purchase be wholly or partially invalid, this shall not affect the validity of the remaining provisions. It is agreed that the invalid provision shall be deemed superseded by a provision which shall as closely as possible express the commercial purpose, as intended by the parties, of the omitted or invalid provision. The same shall apply in the event of a regulatory omission.