

General Terms and Conditions

Purchasing Conditions

1. In General / Scope

The following purchasing conditions apply exclusively for all orders submitted by us to contractors, legal entities of public law or public-legal special assets for the duration of the business relationship. Contradictory or deviating conditions by the supplier are not accepted, unless their validity is exclusively agreed to in writing. The supplier acknowledges the exclusive validity of the purchasing conditions with the acceptance of the order, however, no later than the beginning of its execution.

2. Proposal

The supplier must precisely adhere to our request in the proposals in reference to type, quantity and quality and strictly point out any deviations. The proposals must be free of charge.

3. Assignment of Contract

Unless agreements were issued via electronic data exchange, only orders in writing and provided with the signature of the signatories are valid. All changes of granted orders as well as supplementary agreements must be in writing for their effectiveness. This also applies for exemptions of the requirement for the written form.

4. Acceptance of the Order

Each accepted order must be confirmed immediately by including the order number and date of the order letter. The entire correspondence concerning this order must also include these identifying characteristics. Our orders are revocable, as long as the confirmation of your unchanged acceptance has not been received by us. Deviations from the order must be clearly marked in the order confirmation.

5. Delivery dates

The delivery dates or schedules specified in the order are mandatory. The supplier is obligated to inform us immediately, when circumstances occur or become obvious to him, which indicate that the specified delivery date cannot be met. The new delivery date must be reported at the same time. Damages incurred, as well as any increased processing costs (express freight, telegrams, etc.) based on this reason are the responsibility of the supplier irrespective of our remaining legal rights. Force Majeure only exempts the supplier for the duration of its effectiveness, if he has immediately informed us of the respective facts. Interruptions of operations, which are not our fault, indemnify us for the duration of the interruption from the acceptance and payment obligation. Advance deliveries require our exclusive agreement.

6. Shipment, Packaging and Insurance

Unless otherwise agreed, the supplier must verify that the best possible solution regarding the transporting method and transporting period for us is selected.

All shipping papers as well as any documents in conjunction with the delivery contract must include our material and order number, the order date, the quantity as well as the type of packaging in addition to the item description. The supplier is responsible for the consequences of incorrect freight bill declarations. The transporting risk and costs are the responsibility of the supplier. If we assume the transporting risk upon agreement in special cases, we will sign transport insurance. In reference to packaging, the supplier must observe the general legal provisions, especially the packaging regulations in their current version. If the supplier requests the return of packaging material, it must be clearly specified on the delivery documents. If such information is missing, we have the right to dispose of the empty material at the expense of the supplier. This also applies for disposable packaging.

7. Prices

The prices specified in the order are understood as fixed prices. If not otherwise agreed, they include the delivery free of charge including packaging. Invoicing is required immediately after the delivery in duplicate by including the order number and date of the order letter.

8. Payment

Payment will be made within 14 days after the delivery and the receipt of the invoice minus 3% discount or net within 45 days, if not otherwise specifically agreed. Assignment of existing payments against us is excluded. We are entitled to offsetting and retention rights in the legal extent.

9. Receiving Inspection

The values for quantities, dimensions, weights determined by us during receiving inspection are decisive. Excessive or short deliveries contrary to the ordered quantity are not permitted.

10. Liability

We will check the received merchandise within a proper period for any quality and quantity deviation. Complaints must be received by the supplier in time, provided they are calculated within a period of 5 working days, calculated from the receipt of the goods or from the discovery of hidden defects.

Payment does not constitute acceptance of zero defects. We are entitled to legal defect claims without deductions. We are entitled in every case to request defect remedy or the shipment of new goods of our choice from the supplier. The right for damage compensation, especially of damage compensation instead of the service, remains exclusively our right.

The period of limitation is 24 months from the initial startup of our products by the user, or a maximum of 36 months from the delivery by the supplier. If a risk of delays exists or if special urgency is required, we have the right to perform the defect remedy at the supplier's cost. In the event of hidden defects, we retain the right to additionally request a replacement of the expenditures incurred up to the discovery of the defect. Goods are returned at the expense and risk of the supplier.

11. CE Conformity Declaration / Manufacturer's Declaration

The delivered products must meet all regulations, guidelines and standards concerning the respective product. If a manufacturer's declaration or conformity declaration (CE) within the scope of the EC machine guidelines be required for the product, the supplier must prepare this and make it available at his expense.

12. Conditional Sale

We deny the conditional sales regulations and declarations by the supplier, which surpass standard conditional sales rights.

13. Copyrights

We retain all the property rights and copyrights of illustrations, drawings, calculations and other order documents. They must be used exclusively for the manufacture of the order and may not be made accessible to third parties. They must be returned unsolicited upon completion of the order. The supplier is liable for the consequences of any violations against this regulation.

14. Manufacturing Equipment

Models, dies, tools, samples, drawings or other documents, which we submit to the supplier to fulfill his order, remain our unlimited sole property. This manufacturing equipment and reproductions thereof may only be used to execute our order. They must be returned to us unsolicited after the completion of the order, unless otherwise agreed. Drawings and other documents are only decisive for the order for which they were made available. The supplier must conform only to the documents provided for this order when executing the order, regardless if a modification has occurred since the last order or not; the drawings submitted to the supplier are not subject to modifications within our company. The supplier is responsible for any damages when disregarding this condition. The supplier is responsible to carefully treat and store the manufacturing equipment provided to him. He is liable for compensation at the loss or damages to the manufacturing equipment.

15. Product Liability / Waiver / Third Party Insurance Coverage

If the supplier is responsible for any product damage, he is committed to exempt us from damage claims by third parties insofar as the cause is within his control and organization area and he is liable in the external relationship.

Within the scope of his liability for damage cases within the scope of section (1), the supplier is also responsible to compensate any expenditures according to §§ 683, 670 of the German Civil Code and according to §§ 830, 840, 426 of the German Civil Code, which result from or in conjunction with a recall action performed by us. Other legal claims remain in effect. The supplier is committed to support a product liability insurance policy with a flat rate coverage sum of 10 million Euros per personal injury/property damage.

16. Protective Rights

The supplier accepts the responsibility that no rights of third parties within the Federal Republic of Germany are violated in conjunction with his delivery. If a claim is filed against us by third parties due to protective rights violations, the supplier is committed to exempt us from these claims at the first written request. The indemnity of the supplier relates to all expenditures that result from or in conjunction with using third parties. The limitation period for legal defects is 36 months, calculated from the risk transfer.

17. Machining Orders

The material delivered by us remains our unrestricted sole property in every case, regardless of the scope of the machining. In the event of machining, we obtain the property rights of the intermediate or end products, and therefore are considered as their manufacturer within the scope of § 950 paragraph 1 of the German Civil Code. The supplier is only the custodian. This also applies when the new products are more valuable than the delivered objects, but the machined goods serves as our security only in the amount of the value of the goods delivered under the conditional sale of the delivered goods. The supplier will be charged for the material cost for scrap that is over 2% of the ordered quantity. The scrap pieces are stored for the disposal by the supplier for 14 days after notification. If these are not picked up during this period, they are scrapped. Additional work due to material defects and dimensional deviations on the provided raw materials may only be charged, if this has been approved by us previously in writing. Defects discover during machining on the material delivered by us must be reported immediately; further machining must be stopped until receiving additional instructions from us.

18. Place of Performance und Venue

The place of performance for both parts is the receiving point designated by us. The venue for both parts is the headquarters of the purchasing company. German law applies for the contractual relationship.

19. Data Protection

We store personal data of the supplier within the scope of the business relationship via electronic data processing.