

General conditions of purchase



1. General, area of applicability

- 1.1 These conditions of purchase apply to all business with suppliers even if they are not mentioned in subsequent contracts. They apply mutatis mutandis for services and work services. 'Acceptance of delivered goods shall be replaced in the case of work services by 'approval', in the case of services by 'acceptance of performance'.
- 1.2 Conflicting or additional terms of the supplier or terms that deviate from these conditions of purchase shall be inapplicable, unless explicitly agreed to by us in writing. These conditions of purchase also apply in the event of our unconditional acceptance of a delivery by the supplier in the knowledge of supplier's conflicting or deviating terms.
- 1.3 For ongoing business relationships, our conditions of purchase also apply to all future business conducted with the contracting party.
- 1.4 All agreements require the written form. This also applies to subsidiary agreements and subsequent modifications of the contract.

2. Conclusion of a contract

- 2.1 The purchase order, its modification or amendment and any other agreement reached on conclusion of the contract is binding upon being acknowledged by us. The purchase order can also be placed by telephone, email or fax. We do not consider purchase orders with apparent, spelling or calculation errors as binding. We require unconditional acknowledgment of the purchase order by the supplier, including our order and item number.

3. Performance of a contract

- 3.1 quality, quantity and arrangement of the delivery must correspond with the purchase order and be delivered on schedule. If performance by the supplier is delayed, we shall be entitled to claim for damages caused to us by such delayed performance, as well as to withdraw from the contract if it is not fulfilled within a reasonable grace period and/or demand compensation instead of performance.

- 3.2 Untimely deliveries and services require our consent. We are entitled, on supplier's account, to return untimely delivered goods or to store them until the target date.

4. Passing of risk, notice of defects

- 4.1 The risk shall pass to us on acceptance of the goods or approval of other performance-related services.

5. Product liability, insurance

- 5.1 Supplier shall indemnify us from all third-party claims arising from domestic or foreign product liability, which can be attributed to defects in the supplier's product, provided that supplier is responsible under the basic principles of product liability for the product defect and the ensuing damage.
- 5.2 Under the same conditions, supplier shall also reimburse those expenses arising from, or in connection with, precautionary measures taken by us against claims arising from product liability, in particular warning, replacement or recall actions. As far as possible and reasonable, we shall inform the supplier of content and scope of any such measures and give the supplier the opportunity to comment on them.
- 5.3 Supplier shall take out insurance against all risks arising from product liability, including the risk of warning and recall actions, in the amount of at least EUR 2,500,000 for each case of liability and present the insurance policy to us on request. Following complete performance of mutual contractual obligations, supplier shall maintain the insurance cover for a period of ten years after we have placed the processed goods on the market.

6. Notification of production changes

- 6.1 A contracting party with whom we maintain a long-standing business relationship is obligated to notify us immediately in writing of any proposed product or process changes in connection with the products supplied to us. The duty to inform shall also apply if the product or process change is in the interest of technical progress.

7. Provision of materials, retention of ownership, duty of care and compulsory property insurance

- 7.1 We reserve all rights, in particular ownership rights, on parts, samples, drawings, specification sheets, type-scripts, gauges, models, profiles, tools and moulds. The items named above, as well as goods produced on their basis, shall not be passed on to third parties or used for them or for advertising purposes or for contracting party's own purposes without our prior written permission.
- 7.2 Supplier is obligated to treat the means of production with all due care and to store them correctly, as well as not to dispose of them without our prior written permission, even when the means of production have not been used for any further deliveries to us over a longer period of time. Supplier shall insure the means of production at reinstatement value and on own account against damage by fire and water and theft. Supplier hereby assigns all claims for compensation arising from such insurance to us. We hereby accept the assignment.

8. Non-disclosure

- 8.1 Contracting party is obligated to maintain secrecy on the images, drawings, calculations and all other documents and information received from us. Their disclosure to third parties requires our express prior consent. The obligation to maintain secrecy also applies after termination of this contract.

9. Company text

- 9.1 We are entitled to use our company name and images of the manufactured and sold products in marketing documents (including leaflets, brochures, website) without charge and the explicit consent of the supplier.

10. Place of jurisdiction

- 10.1 place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is Nuremberg if the contracting partner is a merchant. However, we are also entitled to take legal action at the place of jurisdiction of the contracting party.