

General Conditions of Purchase

I. Conclusion of Contract

1. Orders, agreements and changes are only binding, if the purchaser issues or confirms them in writing. Declarations sent by fax (signed) or e-mail (with signature) is also legally binding. Written orders do not require the signature of the purchaser in order to be valid. All correspondence shall be conducted with the purchaser's purchasing department. Agreements made with other departments which alter the specific terms set out in this contract; require explicit written confirmation from the purchaser's purchasing department in the form of an amendment to the contract.
2. The supplier is required to issue confirmation of acceptance of the order to the purchaser within 7 days.
3. The supplier's delivery conditions are only valid once they have been explicitly confirmed in writing by the purchaser. The performance of the order is deemed acceptance of these General Conditions of Purchase.
4. The supplier is required to treat the conclusion of the contract as confidential. He may only name the purchaser as a reference to a third party with the purchaser's written permission.
5. The data necessary for processing the commercial transaction will be saved by the purchaser in accordance with the statutory rules governing Data Protection and processed automatically at a central processing unit.

II. Prices

1. The agreed prices are fixed prices - plus the legally applicable VAT at the time - delivered free of charge to the place of use including packaging and freight charges. When a price is agreed on "ex works" or "from stock", the purchaser assumes only the most favorable freight costs. The supplier is responsible for all costs incurred up to the hand over to the freight carrier including loading and haulage. The agreement regarding the place of performance is not affected by the type of price quotation.
2. The purchaser retains the right to accept or reject surpluses or deficiencies in the delivery. Evidence of Origin / Technical Documentation

III. Evidence of origin

1. Evidence of origin requested by the purchaser (e.g. supplier declarations, movement of goods certificate in compliance with the EEC EFTA determination of origin) will be duly supplied by the supplier, including all necessary details, and made available without delay.
2. The Service and Operating Instructions and lists of replacement parts requested by the purchaser are to be handed over on delivery.
3. The required documentation is considered as an essential part of the order. As long as the documentation is not made available, the order is not considered as delivered in full.

IV. Deadlines

If the supplier realizes that the agreed deadlines cannot be met for any reason, he is obliged to give the purchaser verbal or written notice thereof without delay.

V. Claims for defects

1. The delivery must be free of defects and comply with the relevant rules of the authorities and the trade organizations.
2. The claims for defects prescribe 24 months after commissioning or following the delivery to the end customer and end at the latest 36 months after delivery to the purchaser.
3. The purchaser will inspect the delivery upon receipt, to the extent that this is customary in the ordinary course of business and for the type and use.
4. If the purchaser demands to remedy any defect the supplier will meet this claim without delay.
5. In urgent cases, or if the supplier fails to meet the claims for defects, the purchaser can undertake the necessary measures himself at the supplier's expense and without affecting the liability. With the exception of urgent cases, the supplier is informed before the measures are carried out.
6. The claims for defects prescribe 6 months after the notification of deficiency is raised, at the earliest, however, with the expiration of the periods mentioned under 5.2.

VI. Drawings and Other Documents

1. Before beginning construction work, all drawings are to be discussed with the purchaser. Following the execution of the work, the supplier is required to send the purchaser the corresponding drawings, calculations and other technical documents related to the actual model produced in the required numbers and form without delay. The supplier is obliged to transfer title to the purchaser free of charge. Any intellectual property rights to the documents remain unaffected by this. The purchaser or third party is permitted to use them free of charge for maintenance and alterations and for the manufacturing of replacement parts.
2. The purchaser's acceptance of the drawings, calculations and other technical documents does not affect the supplier's sole responsibility in respect of the delivery. As long as the supplier does not issue a written objection, this also applies to the purchaser's suggestions and recommendations, as well as changes discussed between the supplier and the purchaser.
3. All types of documents, machines, tools, models, etc., which are left with the supplier remain the property of the purchaser and may only be used or made available to third parties for the purposes agreed in the contract. The purchaser retains all rights to drawings produced according to his specifications and procedures developed by him.

VII. Dispatch Transport Regulations

The purchaser's dispatch and transport regulations as applicable from time to time must be observed.

VIII. Payment

1. Payment is due 14 days after the complete delivery and receipt of an invoice in the form stipulated in 8.6 with 3 % discount or in 60 days net.
2. If a bill of exchange is given in payment by the purchaser, the tax and a reasonable discount rate will be paid.
3. Payment by the purchaser is not deemed acceptance of the invoice.
4. The purchaser is entitled to offset the claims which the supplier holds against him with all claims to which he is entitled from the supplier.
5. With the purchaser's written consent, the supplier's claims from this contract can be transferred to a third party. For transfers, who are caused by an extended retention of title, consent is deemed to have been given at the onset.
6. Only Invoices which bear the purchaser's order number, contract number and project number (if this was supplied with the order) will be instructed for payment.

IX. Performance, Jurisdiction, Applicable law

1. The place of performance for deliveries and services is the purchaser's principal place of business or the delivery address on the order, for payments it is the purchaser's place of business.
2. The place of jurisdiction is the headquarters of the court generally responsible for the purchaser. The purchaser is, however, entitled to sue the supplier at the supplier's general place of jurisdiction.
3. In addition to the conditions of the contract, the relevant law of the Federal Republic of Germany governing legal relationships between domestic parties applies exclusively.
4. Should any of the provisions of these conditions or of other terms agreed be or become void, the validity of the remaining parts of these conditions shall not be affected. The contracting partners undertake to replace any void provision with another provision permitting as closely as possible the same economic success.