

In our capacity as Customer, we shall buy and enter contracts for work and service in accordance with the following General Terms and Conditions of Purchase. These are valid exclusively vis-à-vis companies and public authorities. We shall not recognise any terms and conditions on the part of the Supplier/Contractor deviating from our General Terms and Conditions of Purchase, unless we expressly accept their validity in writing. If our order is confirmed by the Supplier/Contractor in deviation from our General Terms and Conditions of Purchase, then our General Terms and Conditions of Purchase shall nevertheless apply, even if we fail to object to the deviating conditions of the Supplier/Contractor. If the Supplier/Contractor does not accept this provision, then he shall expressly notify us of this in a separate letter. In this case, we reserve the right to countermand our order without resulting in any liability whatsoever. Our General Terms and Conditions of Purchase shall also apply to future contracts of work and service in which we are Buyer/Customer, even if we do not expressly refer to them. We reserve the right to apply special, additional terms and conditions for the purchase of machinery and equipment.

I. Offers

Offers shall require the written form and shall be placed free of charge. The preparation costs (such as for travel or the drafting of plans) shall be borne by the Supplier/Contractor.

Offers shall include the details required by us for processing purposes, particularly our inquiry or order number, our material number as well as the name of the employee responsible for the processing.

II. Written form

Our orders and all agreements with us shall require the written form.

III. Order confirmation

Unless otherwise specifically agreed, each order is to be confirmed without delay by the Supplier/Contractor, stating the name of the responsible employee, the material number and the order number.

IV. Prices

The prices stated in our order shall be binding. They include the packaging, material certificates according to the applicable standard, certificate of origin and other approvals such as CE, CSA and UL markings as well as carriage paid to the delivery address, customs duty paid.

Unless otherwise specifically indicated, all of our prices are stated without the statutory value-added tax. We reserve the right to return the packaging material at the expense of the Supplier/Contractor.

Invoices must include the delivery address, the name of the employee responsible, the order number, our material number, the quantity delivered, the price as well as other details required by us to process them; invoices shall not be payable until this is the case.

V. Delivery / Obligations of the manufacturer

The delivery time and quantity specified in our order shall be binding.

The Supplier/Contractor shall be obligated to inform us in writing without delay as soon as he realises that he cannot comply with the delivery time, in whole or in part.

In the event of default in delivery, we shall be entitled to demand a flat-rate reimbursement for damages from the Supplier/Contractor amounting to 2% of the value of the delivery per week, however not exceeding 10%.

The Supplier/Contractor shall be entitled to prove that there is no or substantially less damage that has been sustained by us.

We reserve the right to assert further statutory claims such as withdrawal or damages due to non-performance.

In the case of products affected by the Electrical and Electronic Equipment Act, the Supplier/ Contractor shall be considered the manufacturer, and he shall assume the obligations associated with the return, in particular the registration. We can pass on the registration number down to the end customer.

VI. Warranty / Liability for material defects

The Supplier/Contractor shall ensure that the delivered goods/provided services are without defects, complying with the statutory provisions and administrative orders.

The warranty period shall be 2 years commencing with the transfer of risk, if the statutory warranty period or that of the Supplier/Contractors is not longer.

Our statutory obligation to immediately examine the goods and to lodge a complaint shall be waived, except in the case of apparent defects. The Supplier/Contractor shall be obligated to subject the goods to a meticulous quality control prior to shipment. In this respect, our complaints shall be considered timely, if these are lodged within two weeks of having determined the defect.

At our discretion, we shall be entitled to a remedy of the defect or the delivery of defective goods by the Supplier/Contractor as a means of subsequent performance. If required, the Supplier/Contractor shall be obligated to bear all of the expenses necessary for subsequent performance. Our statutory claims and rights pertaining to defects shall remain unaffected.

VII. Liability of the Supplier / Contractor

The liability of the Supplier/Contractor shall comply with statutory provisions. If liability claims are asserted against us, then the Supplier shall be obligated to exempt us from such claims including any cost of factory recalls, to the extent that these claims have their origin in his sphere of control and organisation, and for which he would be liable in an external relationship.

In view of this, the Supplier/Contractor shall be obligated to take out liability insurance with adequate coverage. This shall not affect our entitlement to further claims for damages.

our business operations – are to remain confidential, during and after completion of the order.

XI. Payment

Invoices are to be submitted to us immediately after delivery with the precise information according to the above Item III, however under no circumstances included with the shipment.

At our discretion, we shall be entitled to select our payment as follows:

- Within 14 days after receiving the goods and invoice less 3% discount
- Net within 30 days after receiving the goods and invoice

Our payments shall neither constitute an approval of the goods nor an acceptance according to a service contract.

Even if we do not refuse early deliveries, we shall be entitled to defer the invoices until the agreed delivery date. In this case, the discount periods shall commence at the agreed delivery date. We shall be entitled to withhold at least 10% of the total invoice amount until full delivery has been made.

XII. Assignment

The assignment of claims against us by the Supplier/Contractor shall be excluded, unless we had given our prior written approval.

XIII. Miscellaneous

The place of performance is the registered office of our company. This location is also the legal venue for all disputes arising from the business relationship with the Supplier/Contractor. However, we shall also be entitled to sue the Supplier/Contractor at his registered office.

The legal relationships between the Supplier/Contractor and us shall be solely subject to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the event that one or more of the above clauses is invalid, the validity of the remaining provisions shall not be affected.

VIII. Retention of title of the Supplier / Contractor

We accept the retention of title of the Supplier/Contractor, if and to the extent that this is agreed outside the General Terms and Conditions of Business.

At our request, the Contractor shall be obligated to provide us with all of the resources, documentation and work results for the operation, maintenance or repair of the work and/or the goods, as well as to make these available to us in such a manner that enables the intended operation, the maintenance and repair, and we shall be entitled to use these. In particular, we are to be provided with the necessary computer files, if any, in a format that permits processing. If the documentation, resources or work results, in accordance with Item VII, possibly deal with software, then the source code in particular is to be provided to us by the Supplier/Contractor. If it deals with photographic material, then the Supplier/Contractor is to provide us with a file that can be processed.

IX. Models / Tools / Drawings

The models, tools and facilities that we make available are to be checked by the Contractor for compliance with manufacturing requirements. We are to be notified in writing of complaints without delay. A later appeal in regard to faulty quality shall be excluded.

Plans, samples, drawings, electronic files or other documentation that we provide to the Contractor are to be handled with strict confidentiality. Third parties may neither be given access to these nor receive information about them.

X. Intellectual property / Confidentiality

All of the documentation (such as plans, drawings, calculations, samples, models and data carriers) that is made available by us remains our property. These may not be made accessible to third parties without our express written approval; they are to be used exclusively for our purposes, and they are to be returned to us as soon as they are no longer required, without any need for such a request.

Documentation, resources and work results, including software and pictorial material, that we have provided to the Contractor for the execution of the order shall remain our property.

Documentation, resources and work results, including software and pictorial material, that we have commissioned for manufacture shall become our property. The Contractor hereby grants us all of the use and exploitation rights to the work results, including the right to process these as well as further develop them.

The Contractor shall be obligated to make these objects and work results neither available to third parties, nor to use these directly or indirectly for deliveries to third parties.

The Contractor shall be obligated to properly store all of the resources, documentation and work results free of charge, regardless of whether these have been made available by us or these have been commissioned by us for development and/or production, and at our request these are to be provided to us in a format that permits processing, and we shall be entitled to use these.

The documentation may only be used for business transactions with us.

The Supplier/Contractor shall not be entitled to use our company and our brands. Information that is acquired by the Supplier/Contractor during the execution of the order – particularly about research and development work as well as