

**§ 1 Scope**

1. These general conditions of purchase shall only apply to contractors pursuant to § 310 BGB para. 1 BGB.
2. These conditions of purchase apply exclusively. We hereby reject all Suppliers' own conditions that deviate or differ from these T&Cs, unless we acknowledge their validity expressly in writing. Our conditions of purchase also apply in the event that we accept the Supplier's delivery without reservation in knowledge of the Supplier's terms and conditions that oppose or deviate from our conditions of purchase.
3. Our conditions of purchase are also applicable for all future business with the Supplier.

**§ 2 Offer and Conclusion of the Agreement**

The Supplier is obligated to accept our order within a deadline of two weeks.

**§ 3 Documents submitted / Confidentiality**

1. We reserve ownership of and copyright over all documents, such as calculations, drawings etc., passed to the Supplier in connection with the order. The Supplier undertakes not to disclose these documents or to make them available to third parties, unless the Supplier has received our express written consent. They shall be used exclusively for the manufacturing required to process our order. The documents shall be returned to us without delay in the event that the Supplier does not accept our order within the time limit specified in § 2. If our order is accepted, the documents shall be returned to us unsolicited, at the latest upon processing of the order.
2. The confidentiality obligation shall remain in force even after termination of this contract. It shall only expire if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents that were provided has entered the public domain.

**§ 4 Charges and terms of payment**

1. The price specified in the order shall be binding. Unless otherwise agreed in writing, the price shall include free delivery including packaging. The return of packaging shall require special agreement.
2. Statutory VAT is included in the price. Payment of charges will only be made upon receipt of an auditable invoice in accordance with the specifications listed in our order. In particular, the Supplier shall ensure that the invoice displays the order number appearing on the order. The Supplier shall be liable for any consequences arising from a failure to fulfil this obligation, unless he can prove that he is not responsible for this failure.
3. Unless otherwise agreed, the purchase price shall be paid within 21 days from delivery and receipt of invoice at a 4 % discount or within 45 days net from receipt of invoice.

**§ 5 Offsetting and right of retention**

We shall be entitled to the full range of set-off and retention rights stipulated by law.

**§ 6 Delivery dates**

1. The delivery time specified in the order shall be binding.
2. If the delivery is late, we shall be entitled to assert statutory claims and, particularly after a reasonable period of time has expired without result, to claim damages in lieu of performance and withdraw from the contract. In the event that we claim damages, the Supplier has the right to prove to us that he is not responsible for a breach of duty.

**§ 7 Transfer of risk**

1. The delivery shall be made free of charge, unless otherwise agreed in writing.
2. The Supplier is obligated to display our order number on all shipping documents and delivery notes. Should he fail to do this, we shall not be responsible for any processing delays.

**§ 8 Shipping documents**

The Supplier is obligated to display our order number on all shipping documents and delivery notes. Should he fail to do this, we shall not be responsible for any processing delays.

**§ 9 Reservation of title**

1. If we provide parts to suppliers, we shall retain ownership of them. Processing or modification shall be performed by the Supplier on our behalf.
2. We shall retain ownership of tools; the Supplier is obligated to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier shall be required, at his own cost, to insure tools belonging to us at their replacement value against fire, water and theft.  
The Supplier shall be obliged to carry out any necessary maintenance and inspection work as well as servicing and repairs on our tools at his own expense and in due time. He shall report any malfunctions to us immediately; where he culpably fails to do so, any claims for damages remain unaffected.

**§ 10 Warranty and notice of defects**

1. The goods delivered will be examined by us within a reasonable time for any deviations in quality or quantity. A complaint shall be deemed timely if received by the Supplier within 7 working days, counted from receipt of goods, or in the case of hidden defects upon discovery thereof.
2. Legal warranty rights apply to us without restriction. We shall be entitled, this notwithstanding, to demand from the Supplier rectification of defects or replacement delivery at our discretion. The right to compensation for damages, particularly to compensation for damages in lieu of performance, is expressly reserved.
3. Damages claims - on whatever legal grounds - shall become statute-barred 36 months after delivery of goods. This shall not affect any longer limitation period permitted by law.

**§ 11 Property Rights**

1. The delivery and our use of it must not give rise to any infringements of property rights of third parties within the Federal Republic of Germany. We will inform the Supplier of any claims made by third parties in this respect. We will not recognise such claims ourselves. We authorise the Supplier in this respect to conduct the dispute with the third parties in and out of court.
2. In the event of a culpable infringement of property rights of third parties, the Supplier shall defend at his own cost any claims filed against us by third parties on the basis of infringement of property rights arising from deliveries and services provided by the Supplier. The Supplier shall release us from all claims arising from the use of such property rights, insofar as he is responsible for it.
3. If our ability to use the delivery is affected by any existing third-party property rights, the Supplier shall, at his own cost, either obtain the necessary authorisation, or alter or exchange the delivery components in question in such a way that use of the delivery is no longer in conflict with any property rights of third parties, whilst still complying with contractual agreements.

**§ 12 Product liability / Third-party liability insurance**

1. Where the Supplier is responsible for product damage, he shall be obligated to indemnify us from damages claims by third parties at first demand, provided that the cause is within his sphere of control and organisation and that he is personally liable vis-à-vis third parties.
2. In this context, the Supplier shall also be required to reimburse any expenses that arise from or in connection with any product recall carried out by us. We shall notify the Supplier, as far as is possible and reasonable, regarding the content and scope of the recall measures to be carried out and shall give him an opportunity to comment. Other statutory claims shall not be affected.
3. The supplier undertakes to maintain a product liability insurance with a coverage amount of EUR 10 million flat-rate per instance of personal injury/material damage. If we are entitled to make further claims for damages, these shall remain unaffected. The Supplier shall provide us with a copy of the valid insurance policy upon request.

**§ 13 Place of performance, place of jurisdiction and applicable law**

1. All arrangements made between the Parties for the purposes of executing this contract have been set out in writing in this contract. No verbal collateral agreements have been made. Any amendments or additions to this Agreement, including to this written form clause, shall only be valid if in writing.
2. Unless otherwise specified on the order, our place of business shall be the place of performance.
3. The exclusive place of jurisdiction for all disputes arising from this contract shall be the competent court for our place of business. However, we are entitled to take action against the Supplier at the place of jurisdiction for his place of business.
4. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
5. Should one or more of the provisions of these contractual terms or contractual clauses be or become fully or partly ineffective, or should a gap in this contract arise, this will not affect the validity of the other provisions and clauses. The parties undertake to replace an invalid clause with another one which comes closest to the financial purpose of the invalid provision and which shall itself be valid.

**§ 14 Child labour and minimum wage**

1. We do not tolerate child labour. In accepting a commission, the Supplier undertakes not to employ any child labourers in his company. Employees may not be below the age of 15 (or not below 14, if this is permitted in the country of manufacture) or in countries of manufacture where the minimum working age is higher than 15, workers must not be employed below the minimum age at which compulsory education ends.
2. The supplier ensures to comply with all obligations resulting from the applicable minimum wage laws towards the respective beneficiary. A violation of these obligations entitles the ordering party to terminate a contract without notice for important reasons.