

I. General Information

1. Our Purchasing Conditions shall apply exclusively; we shall not accept any conditions of the supplier that are contrary to or differ from our Purchasing Conditions, unless we expressly approved their validity in writing. Our Purchasing Conditions shall apply even if we unconditionally accept goods or services from the supplier in the knowledge of his conditions that are contrary to or differ from our Purchasing Conditions. Our Purchasing Conditions shall also apply to all goods and services supplied to us in future.
2. Our orders and any amendments or additions to the orders shall be effected in writing. Oral agreements shall be subsequently agreed in writing in order to become valid.
3. Products which have been manufactured according to our documents, e.g. drawings, models and the like, or on the basis of our confidential information or with the aid of our tools, may not be used personally by the supplier without our prior written approval, nor offered or supplied to third parties.

II. Offer - Offer Documents

1. The supplier shall be obliged to accept our order within a period of 2 weeks.
2. We shall reserve the right of ownership and copyright to diagrams, drawings, calculations and other documents; these documents may not be made accessible to third parties without our express written approval. They shall be used solely for production based on our order; they shall be returned to us automatically once the order has been processed. These documents may not be disclosed to third parties. The provisions of X (3) shall also apply in this respect.

III. Specifications - Environmental Protection

1. The supplier shall be obliged to comply with the specifications at all times and may not change them without our prior written approval. We shall reserve the right to change the specifications at any time if this is necessary on account of applicable statutory regulations. We shall also reserve the right to extend the specifications to warehouses and transport requirements. We shall inform the supplier immediately about this change. The supplier shall inform us immediately in writing about any higher or lower prices and shall provide documentary evidence to this effect.
2. The goods shall comply with legal regulations, especially safety and environmental protection regulations, including the provisions of the Electrical and Electronic Equipment Act (ElektroG) and the Hazardous Substances Ordinance.

IV. Prices - Payment Terms

1. The price shown in the order shall be binding. In the absence of any different written agreement, the price shall include delivery "free domicile" including packaging. A special agreement shall be required for the return of the packaging.
2. The price shall include statutory VAT.
3. We shall only be able to process invoices if they - according to the stipulations in our order - contain the order number shown in the order; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he proves that he was not responsible for these consequences.
4. Unless otherwise agreed, we shall make payment (net) within 70 days after receipt of the goods and the invoice.
5. We shall have rights of offsetting and retention to the extent permitted by law.

V. Delivery Period

1. The delivery period stated in the order shall be binding.
2. The supplier shall be obliged to inform us immediately in writing if circumstances occur or become known to him indicating that the stipulated delivery period cannot be observed.
3. In the event of a delay in delivery, we shall be entitled to demand flat-rate default damages amounting to 1% of the value of the delivery for each full week, but a maximum of 10%; we shall reserve the right to enforce other statutory claims (withdrawal from the contract and compensation instead of performance).

VI. Passing of Risk - Documents

1. Unless otherwise agreed in writing, delivery shall be effected free domicile.
2. The supplier shall be obliged to show our order number exactly on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for any delays in processing.

VII. Inspection for Defects - Defect Liability

1. We shall inspect the goods for any deviations in quality and quantity within a reasonable period of time; a complaint shall be deemed to have been made on time if it is received by the supplier within 10 working days calculated from the date of receipt of the goods or from the time of discovery in the case of hidden defects.
2. We shall be entitled to the statutory defect claims in full; we shall be entitled in every case to request the supplier to either rectify the defect or deliver a new product. We shall reserve the right to demand compensation, especially compensation in lieu of performance.
3. We shall be entitled to rectify the defect ourselves at the supplier's expense if there is a risk of default or there is a particular need for urgency.
4. The limitation period shall be 36 months calculated from the date of passing of risk.

VIII. Product Liability - Indemnity - Liability Insurance

1. If the supplier is responsible for damage to a product, he shall be obliged to indemnify us at first request against claims by third parties for compensation if the cause of the damage is located within his sphere of control and organization and he is personally liable to third parties.
2. Within the scope of his liability according to VIII (1), the supplier shall also be obliged to reimburse us for any expenses which arise from or in connection with a recall action implemented by us. We shall inform the supplier - where possible and reasonable - about the content and extent of the recall measures to be implemented and shall give him the opportunity to make a statement. Any other statutory claims shall not be affected.
3. The supplier shall be obliged to take out flat-rate product liability insurance with a cover sum of €10 million per case of physical injury/damage to property; if we are entitled to any further compensation claims, they shall not be affected.

IX. Property Rights

1. Supplied goods shall be free of third-party rights. If a third party enforces claims against us in this respect, the supplier shall be obliged to indemnify us on the first written request against these claims. The supplier's indemnity obligation shall apply to all expenses which we necessarily incurred from or in connection with the enforcement of claims by a third party.
2. The limitation period shall be ten years calculated from the date of conclusion of the contract.

X. Reservation of Title - Supplies - Tools - Confidentiality

1. If we supply parts to the supplier, we shall reserve title thereto. Processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership to the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
2. We shall reserve title to tools; the supplier shall be obliged to use the tools solely to manufacture the goods which we ordered. The supplier shall be obliged to insure at his own expense the tools belonging to us at their new value against fire, water damage and theft. The supplier shall also now assign to us the compensation claims from this insurance; we shall hereby accept this assignment. The supplier shall be obliged to carry out at his own expense any necessary maintenance and inspection work on our tools in good time. The supplier shall inform us immediately about any incidents; if he culpably fails to do so, any compensation claims shall not be affected.
3. The supplier shall be obliged to maintain confidentiality regarding all received diagrams, drawings, calculations and other documents and information. They may only be disclosed to third parties with our express approval. This obligation to maintain confidentiality shall apply even after the contract has been terminated; it shall expire if the production knowledge shown in the supplied diagrams, drawings, calculations and other documents becomes public knowledge.

XI. Place of Jurisdiction - Place of Performance

1. The sole place of jurisdiction for all disputes arising from or in connection with this contract shall be our head office. Irrespective of this, we shall be entitled to take legal action against the supplier at the court at his head office or place of business. German law shall apply to the contract to the exclusion of the UN Convention on the International Sale of Goods (CISG).
2. Unless otherwise shown in the order, the place of performance shall be our head office.