

Conditions of Purchase for Goods

§ 1

General, Applicability

1. The following General Conditions of Purchase apply to all contracts on the selling and/or delivery of movable objects (in the following: goods), no matter if the supplier produced the goods himself or buys them from a supplier.

These General Conditions of Purchase do only apply if the customer is a merchant (§ 14 BGB (German Civil Code)), a legal entity under public law or public law special assets.

2. Unless otherwise agreed, the General Conditions of Purchase in the version valid at the time of the order or the version last communicated as a framework agreement shall also apply to similar future contracts without us having to refer to them again in each individual case.
3. Our General Conditions of Purchase apply exclusively. Deviating, conflicting or supplementary Terms and Conditions of the supplier only become part of the contract if and insofar as we have expressly agreed to their validity.
4. Individual agreements with the supplier (including side agreements, additions and alterations) will always have priority over these General Conditions of Purchase.
5. Legally relevant declarations and notifications from the supplier in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal from contract) must be made in writing or text form (e.g. letter, email, fax). Statutory formal requirements and other verifications remain unaffected especially in the case of doubt regarding the legitimacy of the declaring person.
6. References to the validity of statutory provisions are only for clarification. Even without such a clarification, the statutory provisions apply, unless they are directly modified or expressly excluded in these General Conditions of Purchase.

§ 2

Contracting

1. Our order will be binding at the earliest with submission or confirmation in writing or text form.
2. The supplier shall confirm our order in writing within a term of 2 weeks, which is in text form or unconditionally perform in shipment of the goods (acceptance).

A delayed acceptance shall be regarded as a new offer and demands our acceptance.

§ 3

Prices, Terms of Payment, Invoice Details

1. The price in an order shall be binding.
2. Unless otherwise agreed upon in a particular case, the price shall include all services and ancillary services (like installation, mounting) and all additional costs (like appropriate packing, freight costs including transport and third-liability insurance where applicable).
3. Our order number, article number, the delivery quantity and the delivery address have to be included in any order confirmations, delivery documents and invoices.

§ 4

Delivery Period, Delivery, Transfer of Risk

1. The delivery period as stated by us in the order shall be binding. The supplier is obligated to inform us immediately in writing if it is apparent, that he will not be able to comply with the agreed delivery period - for whatever reasons.
2. The dispatch note shall be immediately delivered to us after dispatch. It shall contain the exact description of the amount, weight (gross and net), the kind and the packaging of the goods or the item. Dispatch papers and dispatch notes shall be equipped with our order number.
3. The supplier is not entitled for partial deliveries.
4. Delivery within Germany shall be free to the door ["frei Haus"] to our domicile.

This place of destination also is place of fulfilment (debt payable at the address of the payee) [Bringschuld].

5. The risk of accidental loss and accidental deterioration of the goods passes to us upon delivery at the place of fulfilment. If acceptance has been agreed upon, this is decisive for the transfer of risk.

§ 5

Technical Regulations, Safety Instructions

The ordered goods shall show the contractually agreed upon characteristics. It must comply with the applicable engineering standards and all regulations under public law.

§ 6

Eigentumssicherung

1. We reserve all ownership and copyrights with respect to all illustrations, figures, drawings, calculations and other documents. Such documents are to be used for the contractual service only and to be handed back after fulfilment of the contract. These documents must be kept secret to third parties,

even after termination of the contract. The duty to confidentiality does only expire if and insofar as the knowledge contained in those documents has become common currency.

2. Above regulation does also apply for substances and materials (like software, finished and semi-finished goods) as well as for tools, models, patterns and other objects provided by us to the supplier for manufacturing. Such items - as long as they are not processed - are to be kept safe and to be insured against destruction and loss in ordinary scope on the expense of the supplier.
3. The supplier processes, blends or combines the provided items for us. The same applies to the further processing of the delivered goods by us, such as we will be considered to be the manufacturer and acquire ownership on the product at the latest with further processing according to the legal regulations. If third party ownership rights remain after the processing, mixing or combining with goods of third parties, then we shall acquire co-ownership in proportion to the value of the goods provided by us in relation to the other goods.

§ 7

Notices of Defects and Defective Delivery

1. The legal guidelines (§§ 377, 381 HGB) shall apply for the commercial examination and reprimand duty, subject to the following condition: The notice of defects was timely if it is received by the seller within term of ten working days from reception of the goods or, in the case of hidden defects, from the time of their discovery.
2. The legal guidelines shall apply for our rights in case of defects as to quality and defects of title of the goods (including wrong delivery and short delivery as well as in case of incorrect assembly, inadequate assembly as well as inadequate assembly and operating instructions) and in other breaches of duty by the supplier, unless agreed otherwise in the following.
3. Irrespectedly of our legal rights applies: If the supplier fails to fulfill his obligation for supplementary performance - according to our choice by elimination of the defect (subsequent improvement) or by delivery of goods free from defects (replacement) - within an adequate term set by us, then we can remedy the defect ourselves and we can demand replacement of the necessary expenditures or a corresponding retainer from the supplier. If the supplementary performance failed or is intolerable to us (e.g. for reason of particular urgency, a threat to operational safety or the threatening occurrence of excessive damage) no term needs to be set; of such circumstances we will immediately inform the supplier, if possible in advance.
4. According to the legal provision we shall further be entitled to demand a reduction of the purchase price or to withdraw from the contract in the case of a defect of quality or title. Further we are entitled to damages and expenditure according to the legal provisions.

§ 8

Manufacturer's Liability

1. If the supplier is liable for product damage, he shall be obligated to indemnify us from third party claims insofar, as the cause is positioned in his area of command and sphere of organisation and as he is liable himself in relation to third parties.
2. According to §§ 683, 670 BGB the seller has to reimburse expenditures resulting from or in connection with any recourse taken by third parties including for recall campaigns carried out by us under his obligation to indemnify. As far as possible and reasonable we will inform the supplier on the contents and scope of recall campaigns and we will provide him with an opportunity to comment. All rights to continued legal claims remain reserved.

§ 9

Industrial Property Rights

If claims are made on us by a third party in the context of the delivery for violation of his rights, the supplier is obliged to indemnify us from these claims and to reimburse any expenditures regarded necessary in the context of these claims. This claim exists regardless of culpability of the supplier.

§ 10

Compensation

The supplier may only compensate with undisputed or claims with legal effect. Set-off is eliminated in all other respects.

§ 11

Choice of Law

These General Conditions of Purchase for Goods and the contractual relationship between us and the supplier are governed by the law of the Federal Republic of Germany with the exclusion of UN purchasing law.

§ 12

Place of Performance and Place of Jurisdiction

1. If the supplier is a merchant, sole place of jurisdiction in all disputes indirectly or directly deriving from the contractual relationship for both parties is Cloppenburg.
2. The receiving point in Saterland/Ramsloh shall be place of performance for delivery and fulfilment.