

Conditions of Purchase

1. Order and confirmation of order

Only orders made in writing are binding. Our following Conditions of Purchase apply exclusively unless otherwise specified in our orders. We do not recognize any conditions of the contractor that contradict or deviate from these Conditions of Purchase, unless otherwise specified in the contract concluded with the contractor. If we accept the goods without explicit opposition, it cannot be deemed acknowledgement of the conditions of the contractor. If the supplier does not want to recognise our conditions, then he must return the order as not accepted within eight days after placing of order.

After uncontradicted expiry of this period, the contractor undertakes to perform according to our regulations and conditions.

Each order placed by us must be confirmed with specification of our complete order data and order number of the supplier.

If individual provisions should be ineffective, the remaining conditions shall remain unaffected.

2. Product quality, CE-marking and quality assurance

The quality of these products is based on the specifications including e.g. drawings or samples. You shall be obliged to check that these requirements have been fulfilled and must provide immediate notification in case of doubt. Inspections / releases on our part do not relieve you of your responsibility to perform inspections and fulfil the contract. Regardless of any coordination of the specifications / involvement in the design process on our part, you shall be solely responsible for the design / manufacture / instructions / product monitoring of the contractual products according to the state of science and technology.

You must execute a quality management assessment suited in type and scope and meeting the current state of the art and guarantee by your order confirmation, that the ordered goods or services comply with the quality requirements of the DIN ISO 9001.

You shall determine whether and how CE-marking has to be performed. You shall carry this out on our behalf or in your own name in accordance with the directives / technical standards and shall document it. You shall use technical standards which allow a presumption of conformity. Type examinations shall be carried out at your own expense. In cases where we are considered to be the manufacturer, you shall act on our behalf; test certificates shall be issued to us. You shall ensure conformity of the products with basic safety requirements, including with respect to product changes / changes to technical standards. You shall produce the technical documentation. You shall guarantee compliance with these obligations and shall be responsible for all costs resulting from errors/defects including any fines / claims by end customers / costs of market correction measures. This also applies to other legal obligations relating to product safety.

3. Sliding-price clauses

Sliding-price clauses, also for call-off orders, are only applicable if agreed in writing.

4. Delivery dates, default in delivery, force majeure

The agreed delivery dates are binding. Decisive for the observance of the delivery date or the delivery period is the receipt of the goods at the point of receipt or use as stated by our company or timely and successful acceptance. Should you come to realize that an agreed date cannot be met for whatever reason, you will be obligated to notify us in writing without delay, stating the reasons and the expected duration of the delay in question.

If you are in default of delivery, we are entitled to statutory claims.

We are also entitled at the end of a reasonable period set by us at our own choice to demand compensation instead of performance and/or to obtain replacement from a third party or to declare withdrawal. The claim for supply/service becomes void, as soon as we assert payment of damages in writing or declare withdrawal. The right to demand damages shall not be excluded through withdrawal.

You shall only be entitled to rely on the absence of necessary documents to be supplied by us if delivery of the said records has been requested in writing and the said documents have not been received within a reasonable period.

Force majeure and industrial disputes will release the contracting partners from their duty to perform for the duration of the disturbance and to the extent of their effect. The contracting parties shall be obliged to give the necessary information without delay within the framework of what can be reasonably expected and to adapt their duties to the changed situation in good faith.

We shall be entirely or partly released from the obligation of acceptance of the ordered delivery/service and insofar entitled to withdraw from the contract if due to the delay caused by force majeure or respectively the labour dispute the delivery/service is no longer usable for us, taking economic viewpoints into account. In the event of a delivery earlier than stipulated, we reserve the right to return it to you at your cost and risk. In case of premature delivery, we reserve the right to make payment only at the stipulated due date.

We shall accept partial deliveries only after explicit agreement. The remaining amount must be stated in the event of partial deliveries.

5. Prices, packaging, freight

The prices represent free house delivery to the factory of the orderer, including packaging. Packaging materials must be environmentally compatible and recyclable.

Additional costs for express shipping (express, airfreight, etc.) with the objective of complying with the agreed date of delivery, shall be borne by the contractor, if not expressly agreed otherwise with us.

6. Risk of transportation

Losses or damages occurring during transport and which the transport company does not accept, shall be at the supplier's expense.

7. Notification of dispatch, delivery note

A packing slip and/or a delivery note with precise specification of contents and order number must be attached to all shipments.

8. Liability, product liability, warranty, quantity deviation and acceptance

You guarantee that all deliveries and services correspond with the state of science and technology, the relevant legal regulations and regulations and guidelines of public authorities, professional associations and trade associations for the respective country of use notified to you. Our written consent shall be required for any deviations; your liability for defects shall not be limited by this consent.

If you have reservations against the method of execution preferred by us, you must inform us of this fact immediately in writing.

You shall be liable for all damages incurred by us or third parties when using the delivery item, unless the error has not been caused culpably.

Liability according to the law relating to product liability shall remain unaffected.

If and to the extent that you are responsible for loss or damage caused to a product, you shall be obligated to indemnify us against damage claims of third parties.

We shall cooperate on all measures which prevent risks to product users, anticipate measures from market supervisory authorities or prevent damage to the company image (market correction measures). Our evaluation is binding. In the event of claims by market supervisory authorities, the technical documentation must be provided immediately in an acceptable language for the relevant market supervisory authority. You shall be responsible for the costs of these measures to the extent that you are responsible for their cause.

You are obligated to eliminate defects of supply/service reported during the period of limitation including non-compliance with guaranteed data and the lack of qualities, free of charge, including any incidentals, by repair or replacement delivery, at our option. After the unsuccessful passing of a grace period set by us for repair or replacement delivery, we are also entitled to the statutory right of cancellation, reduction as well as damages.

The warranty period shall be 2 years beginning with delivery of the delivery item to us or to a third party designated by us at the point of receipt or use as stated by our company.

The goods shall only be deemed to be accepted after examination of complete compliance of quality and quantity with our order. We only accept quantitative deviations from the order of up to 5% of the order quantity for commercial material.

Short deliveries are inadmissible for special material and/or special production; excess deliveries may not exceed 2% unless otherwise agreed.

The warranty period for machines, equipment and plants begins with the acceptance date specified in the acceptance statement. The warranty period for buildings depends on the legal provisions. For spare parts, this is two years after installation/commissioning.

The ordered goods must correspond to the agreed conditions and quality required by us. The supplier is liable for faults and defects in the context of the legal warranty obligations. Defective or faulty goods must be repaired free of charge at our discretion or exchanged for perfect goods and/or taken back against crediting.

In the event of exchange, the value of the returned goods will be credited. The supplier must issue a new invoice for the replacement delivery. The return shipment is always at the expense of the supplier. In the event of non-justifiable delays due to faulty supply of our order, we are entitled to withdraw from the order.

We are always entitled to assert damages for non-performance, if the defects are due to circumstances for which the supplier is responsible.

9. Payment

Insofar as not agreed otherwise, the payment shall be made within 30 days after receiving the goods and invoice with 3% discount or within 60 days net. The payment shall be considered as having been made in good time, if the cheque is presented or the transfer is transacted on the day of maturity. The payment shall be made subject to examination of the invoice as well as complete supply of the goods and/or complete provision of the service.

The payment is not to be equated with the fulfilment of the contractual obligations of the supplier.

10. Execution of work in the factory of the orderer

Persons performing operations at our manufacturing facility in fulfilment of the delivery contract shall be subject to the terms of our plant regulations; the existing requirements for accessing our manufacturing facilities must be observed. We cannot assume any liability for accidents of one's own making, which happen to these persons on our properties or in our manufacturing plants.

11. Samples, drawings, patents, licenses

Documents of all types, such as samples, drawings, models, tools, moulds and the like are provided to the supplier as strictly confidential and must be kept absolutely secret by him; they must be returned free of charge without being requested, as soon as they are not required any more to carry out the order.

They may not be made accessible to third parties. If there is the possibility to view patent, license or other industrial property rights at conclusion or fulfilment of the supply contract, then such knowledge may not be passed on to third parties. Damage caused by abuse and/or violation must be replaced.

Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modelled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

12. Place of delivery and legal venue

Place of delivery for both parties is Ingelfingen-Criesbach. Exclusive legal venue, also for bill and cheque claims is the district court 74653 Künzelsau and regional court 74072 Heilbronn. The law of the Federal Republic of Germany governs.