

General purchasing and order conditions

§ 1 Scope

1. These purchasing and order conditions apply exclusively. Contrary conditions or those deviating from our conditions will not be recognized without specific, written approval. Our purchasing and order conditions also apply if we unconditionally accept a delivery from the supplier while having knowledge of contrary or deviating conditions on the part of the supplier.
2. Our purchasing and order conditions also apply to all future business with the supplier.
3. The regulations in these purchasing and order conditions apply to purchasing contracts, contracts for work and services and for all other contractual agreements on the basis of which our contract partner/supplier is committed to supplying us with goods or providing services. The regulations in these purchasing and order conditions are applied as appropriate.

§ 2 Orders, order documentation and aids for manufacture

1. Unless otherwise agreed, our order is decisive for the contractual relationship with the supplier. If the supplier does not want to accept our order, or not under the conditions listed, they are required to notify this within a period of five working days.
2. We reserve property rights and copyright over illustrations, drawings, calculations and other documents, as well as tools, parts or materials, that we provide to the supplier for carrying out the contract. Materials supplied by us will be exclusively processed by the supplier for us, to this extent we are the manufacturer in the meaning of § 950 BGB (German Civil Code). If a new item is created by processing or mixing our materials with other items, we acquire joint ownership of this new item in proportion to the value of our materials. The named documents and objects may not be made accessible to third parties without our specific, written approval. They may only be used for the production of the goods ordered by us and must be returned to us after the processing of the order without further request.
3. To the extent it is reasonable for the supplier, we can require changes in the object to be supplied in respect of design and volume. Any effects of this on delivery dates and costs are to be settled by mutual agreement.

§ 3 Prices and payment conditions

1. The price specified in the order is binding. If not otherwise agreed in writing, the price includes delivery "carriage paid" including packaging. We are only bound to return packaging in the case of a specific, written agreement.
2. If a special price is agreed for reusable packaging, the supplier will repay 2/3 of the packaging price for carriage paid return of the packaging.

3. Unless agreed otherwise, invoices will be settled within 14 days after receipt of the goods and invoice with 3% discount or within 30 days after receipt of the goods and invoice. For incorrect deliveries, these deadlines only begin after proper fulfilment.
4. We retain the right to offset payment and to withhold payment to the extent permitted by law.
5. The supplier does not have the right to assign its claims against us to third parties resulting from supply and/or service. An assignment contrary to this prohibition has no effect.

§ 4 Delivery time and delivered amount

1. The delivery time specified in our order is binding. If circumstances arise that conflict with punctual delivery, or if such circumstances become known to the supplier, they are obliged to inform us in writing without delay. Early delivery may only be made with our specific agreement.
2. If the supplier falls behind schedule, we have the right to demand delay damages at a flat rate of 0.5 % per week of the delivery and service value, but with a maximum of 5 % of the delivery and service value. This shall be without prejudice to any further legal claims. Both the supplier and ourselves have the right to provide evidence that lower or higher damages have arisen as a result. In the latter case, we have the right to claim the higher value.
3. The supplier does not have the right to make partial deliveries. Delivery amounts ordered by us must be strictly adhered to. Over- or under-deliveries are not permitted.
4. The supplier is obligated to notify us of partial deliveries, to complete them at his own expense and to deliver the required remaining quantity as quickly as possible. Delivery quantities ordered by us must be adhered to as precisely as possible; short deliveries are not permitted.

§ 5 Transfer of risk

1. Unless otherwise agreed, the delivery/provision of service is to be carriage paid. The transfer of risk only occurs with transfer of the objects constituting the delivery.

§ 6 Rights of third parties

1. The supplier warrants that no third-party rights exist on the ordered goods/services provided and that the goods can be used or sold on without infringing the rights of third parties.

2. If third parties make claims concerning the goods supplied/services provided, particularly for commercial property rights, the supplier will support us completely in any legal defense and provide all necessary documentation.

§ 7 Warranty

1. The supplier expressly guarantees that the goods supplied/service provided meets the specification contained in our order and the requirements known by the supplier. In particular, the supplier guarantees that the goods/service fulfil the relevant legal and trade association regulations. The supplier is responsible for complying with these regulations.
2. We shall be entitled to the statutory warranty claims in full.
3. If a supplementary delivery as part of a replacement delivery or rectification of defects by the supplier is not practical or not reasonable for us, we have the right to carry out the subsequent delivery ourselves without previous notification or applying a deadline. The supplier will be responsible for the costs arising as a result.
4. The warranty period is 2 years after transfer of risk as long as the supplier has not concealed a defect maliciously. For replacement or reworked parts, the warranty period is restarted after the replacement delivery.

§ 8 Product liability, indemnity and insurance protection

1. Where the supplier is responsible for damages caused by the goods, they are obliged to indemnify us from claims for damages from third parties on first request when the cause of the damage is found in their sphere of control or organization and they are themselves liable with respect to third parties. This particularly applies to such claims made on us based on liability for defective products or similar home or foreign legal regulations.
2. In this respect, the supplier is also obliged in accordance with §§ 683, 670 BGB to reimburse any costs that we have to meet in connection with a product recall. We will inform the supplier of the content and scope of such a recall, where possible and reasonable, and give them the opportunity to respond.
3. The supplier undertakes to maintain product liability insurance with cover of 2 million euros per personal injury/property damage. If we are entitled to further claims for damages, these shall remain unaffected.

§ 9 General conditions

1. Unless otherwise agreed, the place of performance for all obligations arising from our orders is our company registered office or the receiving location specified by us.
2. The law of the Federal Republic of German applies to all commercial relations with us. The application of the CISG (UN convention on contracts for the international sale of goods) is excluded.
3. Where the supplier is a merchant, the place of jurisdiction is the registered office of our company. We have the right, however, to bring an action against the supplier at their place of jurisdiction.
4. If insolvency proceedings are opened against the supplier's assets or if the institution of such proceedings is rejected due a lack of insolvency assets, the supplier must notify us to this effect in writing without delay. In such a case we are entitled to withdraw from the contract with regard to those parts of the delivery which have not yet been performed.