

Conditions of Purchase

1. General

- 1.1 Insofar as not explicitly agreed otherwise in writing, our order shall exclusively take place on the basis of our Conditions of Purchase below. Other conditions, particularly conditions of delivery, shall have no validity. This shall also apply if we do not object to any existing, differing conditions of delivery. Our conditions shall be deemed as accepted no later than upon delivery of the ordered products.
- 1.2 The supplier's offers shall be free-of-charge and non-binding for us.
- 1.3 Verbal or telephone orders shall only become legally binding upon placement of our written order.
- 1.4 We point out to our suppliers that we shall exclusively process and disclose their personal details for business purposes using IT, in accordance with the provisions of the Federal Data Protection Act.

2. Delivery

- 2.1 Deliveries must take place free to our factory or to a shipping address specified in our order. The supplier shall generally bear the transport risk, the transfer of risk shall only take place upon delivery to our factory/the specified shipping address; the supplier shall cover the transport insurance.
- 2.2 Each delivery shall include verifiable delivery notes. Furthermore, with third-party deliveries, a detailed notice of shipment or copy of the delivery note shall be sent to us. Delivery notes and notices of shipment shall not be permitted to contain any pricing details.
- 2.3 The material to be delivered must be labelled clearly visibly with our order number, prior to delivery, without a specific charge.
- 2.4 For the delivery of materials with test certificates, the attests must be available to us with the arrival of the shipment at the destination. The supplier shall bear the costs incurred for this. Provided that dimensional or weight tolerances come into question, the regulations for the relevant DIN standards shall apply.
- 2.5 We shall make proper packaging a condition. Losses or damage to the shipments incurred due to non-compliance with these regulations shall be at the expense of the supplier. We reserve the right to return packaging carriage paid at the fully charged price.

3. Delivery times

- 3.1 The agreed delivery deadlines and delivery dates shall be binding. Partial deliveries and early deliveries shall only be admissible after our prior, written consent is provided.
- 3.2 The supplier shall enter into default as soon as he has exceeded the agreed delivery deadline. Specific notice of entry into default shall not be required. Non-compliance with agreed delivery deadlines and delivery dates shall entitle us to withdraw from the contract or demand compensation for non-fulfilment after setting a grace period and appropriate notification.
- 3.3 In case of default, we shall be entitled to demand default compensation instead of asserting our legal entitlement to rights, without providing evidence of loss. This shall amount to 0.5% for each full week of the delay, up to a maximum of 5% of the order value.

4. Payment

- 4.1 Unless otherwise agreed, the prices shall be regarded as fixed prices. Payments shall either take place within 14 days after receipt of the delivery and receipt of the invoice with a **3% cash discount or net within 60 days**.
- 4.2 Invoices shall be submitted in duplicate, specifying the order details.

4.3 The payment that has taken place shall not have any influence on our right to notify a defect or on the supplier's guarantee. The periods for the agreed payment targets shall only begin to run after the rectification of any complaints.

4.4 Assignments of claims by our suppliers to third parties shall not be permitted without approval.

5. Guarantee

- 5.1 We require that all parts of the delivery object correspond to the state-of-the-art and that the sourcing of all replacement parts that may become necessary is secured for the future.
- 5.2 The delivery object must correspond to the legal regulations or standards (Machine Safety Law, accident prevention regulations, etc.), provided that these exist.
- 5.3 The supplier shall guarantee that the delivery object fulfils the required characteristics in our order and does not display any defects.
- 5.4 Notwithstanding any rights arising from the statutory liability for defects, the guarantee for faultless delivery shall be provided for the duration of one year from final commissioning onwards, in a manner such that all defects and damage resulting during this period from faulty design, unsuitable materials, improper execution, non-provision of assured/agreed performance guarantees and assured characteristics, shall be rectified at the supplier's expense.
- 5.5 In case of hidden defects, the notification shall take place immediately after ascertainment. The reduction of statutory complaint periods is rejected.
- 5.6 The supplier shall receive an adequate period of time to carry out all improvements and replacement deliveries that appear necessary. Only in urgent cases of the operation being jeopardised or if the supplier enters into default with the rectification of the defect, in spite of a grace period being set, shall we have the right to rectify the defect ourselves or have it rectified by third parties and demand that the costs be compensated by the supplier.
- 5.7 If the improvement should not be successful, in spite of setting a grace period, we shall reserve the right to withdraw from the contract or demand compensation due to non-fulfilment.
- 5.8 The guarantee shall be provided in the same manner for the replacement item and the rectification, as for the delivery object.
- 5.9 The guarantee obligation shall not be affected by our approval of drawings and calculations.

6. Trade mark rights

The supplier shall guarantee that no third-party trade mark rights shall be violated by his delivery.

7. Miscellaneous

- 7.1 If we provide materials, tools or other items, they shall remain our property, shall be treated with care and sent back to us in a proper condition.
- 7.2 All drawings, models, etc. that we provide to the supplier for the production of products to be delivered to us may not be used for other purposes, duplicated or surrendered to third parties or provided to them for inspection. They shall remain our property and shall be returned to us again after the order is completed.

8. Place of performance and legal venue

The place of performance for delivery and payment is Norderstedt. Provided that our supplier is a registered trader, Norderstedt shall be agreed as the exclusive legal venue. German law shall be deemed to apply.