

General Terms and Conditions of Purchase

1) Orders, agreements

Only written or form-based orders are valid. Our terms and conditions of purchase apply exclusively. Additional or deviating agreements and conditions of the supplier, to which we do not agree in writing, are hereby expressly contradicted. Insofar as we have not made any provision in these Terms and Conditions of Purchase, the statutory provisions shall apply in addition.

2.) Technical rules, safety regulations

The delivery item must comply with the recognised rules of technology, the Device Safety Act, the Ordinance on Hazardous Working Materials, the Act on Protection from Hazardous Substances (Chemicals Act), the trade association and other relevant safety and accident prevention regulations.

3.) Complaints

We are not allowed to report open defects within 1 month after receipt of the delivery item at the agreed place of receipt, hidden defects within 1 month after discovery.

In the case of machines, apparatus, spare parts and accessories, the supplier assumes, unless otherwise agreed and without prejudice to any further legal liability, responsibility for the duration of 4400 operating hours, for a maximum of 12 months, that the delivery item has the specified properties and shows no defects that affect its use or operation. For delivery items that are to be assembled at the place of receipt, the warranty begins with the finished assembly, with an agreed trial run, as soon as this has been carried out without any complaints. In other cases, it begins with the receipt of the delivery item at the place of receipt. If only individual parts of the delivery item are defective, the warranty for the entire delivery item is reduced by the period of time between the notification of the defect and the elimination of the defect; the warranty period for the reworked or replaced parts is 11.1ft again. We can give notice of defects occurring during the warranty period within 1 month of discovery. In addition to the statutory rights to which we are entitled, we can demand that the supplier rectifies errors/defects occurring in the delivery item during the warranty period. The expenses required for the purpose of rectification shall also be borne by the Supplier if contract law applies. In the event of weight deviations, the weight determined by us shall apply unless the supplier can prove that the weight calculated by him was correctly determined using a generally recognised method.

The statute of limitations on our claims is suspended as long as the supplier has not finally rejected our claim in writing after a timely notification of defects.

4.) Delivery time

If it becomes apparent that a delivery time cannot be expected or probably cannot be met, the supplier has to inform us immediately.

5.) Execution documents

The supplier may not use, reproduce or make accessible to third parties any execution documents that we provide to the supplier for the manufacture of the delivery item (or for purposes outside the scope of the contract). On request, the supplier must submit plans, execution drawings, calculations, etc. that relate to the delivery item to us for approval and, after they have been found to be correct, to leave us a sample copy. On request, he must also provide us with spare parts designs for the most important spare parts with sufficient information on how to procure spare parts. Through our approval of such plans, execution drawings, calculations, etc., which are charged to us, they become our property upon payment; they are stored by the supplier free of charge and are to be returned to us on request.

The supplier waives the application of the copyright designation, unless expressly agreed otherwise. After completion of the work, the finished final drawings, originals, negatives, sketches, entwilde and others. Execution documents, even if they have not been made available by us, to be handed over to us.

6.) Reference to business relationships

References in advertising material to the existing business relationship with us reflect our previous written consent.

7.) Violations

Force majeure, labor disputes, unrest, official measures and other unavoidable events release the affected party from the obligation to deliver or accept for the duration of the disruption and to the extent of its effect. If the delivery or acceptance is delayed by more than 1 month as a result, the supplier and we are entitled to withdraw from the contract with regard to the quantity affected by the delivery or acceptance disruption, to the exclusion of all further claims.

8.) Place of performance and place of jurisdiction

The place of performance for the delivery is the place of receipt specified by us; for the payment Augsburg. If the supplier is a registered trader, the place of jurisdiction is Augsburg, but at our discretion also the competent court at the supplier's headquarters.

9.) Applicable law, Incoterms

The contractual relationship is subject to the law of the Federal Republic of Germany. The application of the uniform Laws on the international purchase of movable property and on the conclusion of international sales contracts for movable property, both dated 17 July 1973, are excluded. The most recent version of the Incoterms of the International Chamber of Commerce also apply to the contractual relationship.