

1. Scope

- 1.1. These terms and conditions of purchase apply to all business transactions (delivery and services) with the supplier regardless if explicitly referred to. The supplier's terms and conditions are not acknowledged.
- 1.2. These terms and conditions only apply for businesses according to § 14 BGB.
- 1.3. Our terms and conditions will apply to future transactions regardless if quoted in every case.

2. Conclusion of contract

- 2.1. The drafting and issuing of offers and quotes provided by the supplier is free of charge by any means and provisional.
- 2.2. The supplier confirms our order in writing within 5 days. Otherwise we are entitled to revocation.
- 2.3. If the confirmation is incoherent with the order, especially in terms of prizes and delivery dates, the supplier has to inform us separately. They shall only become part of the contract if we give our consent in writing.

3. Prizes, transfer, retention

- 3.1. The agreed upon prizes are binding and regarded including transport and packaging and other extras to the named receiving facility. Rises, no matter the cause, are only acknowledged if an explicit separate agreement is settled. That also applies to permanent contracts of supply.
- 3.2. Payment is due within 60 days for the net amount or within 10 days minus 3% cashback post-delivery or in the case of a later billing date counted from that day on.
- 3.3. Without prior consent in writing, the supplier is not entitled to transfer his claims or to have third parties collect them from us.

4. Dates and delay in delivery

- 4.1. Agreed upon dates and deadlines are binding and have to be met accurately. The arrival of the goods at our location or the receiving facility is essential to determine.
- 4.2. If dates are not met, the legal rules apply. Whenever a delay becomes obvious to the supplier he has to immediately inform us in writing about the reasons and the estimated date of arrival. That does not cause the agreed upon delivery date to be less binding.
- 4.3. If the goods arrive prior to the delivery date, we are entitled to reject them. That also applies to delivery in parts unless explicitly approved or reasonable for us.
- 4.4. The unreserved acceptance of a delayed delivery or service does not include waiver of claims from that delayed delivery or service.

5. Passing of risk

- 5.1. The supplier takes all risks until acceptance of the goods through us or entitled personnel at the agreed upon location of delivery.
6. Incoming control and chide
- 6.1. The supplier only sends well examined and intact goods and therefore refrains from a detailed incoming control through us. Incoming goods will be examined as soon as possible and chides will be filed upon detected defects. The supplier refrains from belated chides about defects according to § 377 HGB.
- 6.2. Falsely or aberrantly delivered goods will by no means be accepted. A separate chide is not necessary.

7. Material and legal defects

- 7.1. The supplier is accountable for the delivered goods or the provided services to be correspondent to their legal and official determination of distribution and use. The delivered goods or provided services have to be correspondent to the state of the art at the time of delivery and the foreseeable future and also to legal regulations, regulations of testing and accident control. Should a manufacturer's declaration or declaration of conformity (CE) in European standards be required the supplier has to draft and submit them at his own expense.
- 7.2. The legal rights for material and legal defects are applicable to us without constraint. We are entitled to choose the means of supplementary performance (mending or replacing). The supplier is responsible for all costs of supplementary performance. Should the deadline of supplementary performance not be met or supplementary performance be inadequate or should mending be necessary at once, we are entitled to have the product mended or mend it ourselves or covering purchases at the supplier's expense.
- 7.3. If not otherwise agreed upon the period of limitation for claims from material and legal defects is 36 months post transfer of risk. It is extended by the duration the supplier's supplementary performance is under way from acceptance of the chide on until the supplier finishes supplementary performance or refuses to undertake any more. Should there be longer deadlines by law these deadlines are applied.
- 7.4. Should the defect of the product cause costs for transport, miles, loans or material or for an extended acceptance control process the supplier is obliged to pay them back to us.

8. Trade mark rights and non-disclosure

- 8.1. The supplier is accountable for neither German trade mark rights nor foreign ones being violated by his delivery. The supplier is obliged to dispense us from any claims third parties make due to violation of commercial trade mark rights. The supplier is obliged to pay for all costs arising from these claims. This claim is relevant regardless a misconduct of the supplier.

- 8.2. All our business-related or technical data the supplier is provided with have to be kept secret from third parties, unless proven to be known publicly. The supplier can only provide third parties with that data if they are crucial to the delivering process. The third party, then, is obliged to secrecy. Without our prior consent in writing these data can only be used for the purpose of delivery. Our entire data is immediately to be handed back or destroyed if so required. Data, plans, programs, skills, experience, know-how are regarded as data according to this agreement no matter the kind of record, saving or channeling and regardless the implicit or explicit mentioning of it being a secret.

9. Place of performance, place of jurisdiction, applicable law

- 9.1. Unless otherwise noted, the place of performance of delivery, payment and other contractual obligations is Pforzheim.
- 9.2. Place of jurisdiction for any legal dissensions arising from the origin or efficacy of the contract for both parties is the location of our business provided the customer is trader or legal entity by public law. If we so wish we can file a suit at the customer's location.
- 9.3. The contract is subject to German law only. It is not subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG).