

General Terms and Conditions for Purchases and Orders

These General Terms and Conditions for Purchases and Orders shall be an integral part of all our contracts concluded with our suppliers and contractors (hereinafter uniformly referred to as 'Supplier') and apply to both our current and future business relations. Any deviating agreements, particularly contradictory terms and conditions of our suppliers and ancillary agreements shall require our express consent in each specific case to become an integral part of the contract.

1. Quotations and Conclusion of Contracts

The Supplier shall submit quotations free of charge to us. In the quotations, the Supplier shall comply with our enquiry in terms of quantity, quality and design and shall expressly point out in writing if there are any deviations. The preceding sentence analogously applies to the Supplier's order confirmations.

2. Prices

2.1 Prices quoted to us by the Supplier or agreed with us shall be fixed prices exclusive of VAT.

2.2 The prices shall include the remuneration for all deliveries and services with which the Supplier is entrusted (including but not limited to any required certificates, drawings, valuations, etc. in the German and English languages) and all ancillary costs (including but not limited to the transport, the insurance, customs clearing and the packaging) and the terms of delivery shall be free of charge to the place of use specified by us.

2.3 We shall only pay for deliveries / services not included in a contract in cases where we have expressly ordered them from the Supplier before the delivery was made or before the service was rendered.

2.4 The values ascertained during the goods receiving inspection shall be decisive for invoicing based on quantity, dimensions or weights.

3. Periods and Dates

3.1 The periods and dates stated in our purchase order shall be binding on the Supplier.

3.2 In each case where the Supplier expects to exceed a delivery period or deadline, the Supplier shall immediately notify us of the reason and the expected duration of the delivery delay.

4. Contractual Penalty

4.1 If the Supplier exceeds the agreed delivery date due to delayed performance, the Supplier shall pay to us a contractual penalty of 0.1% of the net contract price for each working day of the delivery delay. The amount of the contractual penalty shall be limited to a maximum of 5% of the net contract price.

4.2 The reservation of the contractual penalty may be asserted until final payment. Payment of the contractual penalty shall not release the Supplier from the fulfilment of its contractual obligations nor from any further liability for damages, particularly those based on delay.

5. Shipment, Passing of Risk and Insurance

5.1 Delivery items shall be shipped by our Supplier to the place of use specified by us, at which place the risk of accidental loss or accidental deterioration of the delivery items shall pass to us. Samples, catalogues and printed matters shall always be sent to us under separate cover and not together with the delivery items.

5.2 On the day of shipment of each consignment, the Supplier shall send us a notice of dispatch (in duplicate) specifying our purchase order number, the quantity and the exact description of the goods, failing which we shall be entitled to refuse to take delivery of the consignment at the Supplier's expense.

5.3 The Supplier shall insure all delivery items at their replacement value and at the Supplier's expense until their delivery to us (acceptance of deliverables) against accidental loss (including but not limited to fire and theft) and accidental deterioration.

5.4 We reserve the right to refuse to take delivery of / accept partial deliveries, excess deliveries or short deliveries unless otherwise agreed.

5.5 We can refuse to take delivery of a delivery item for as long as a force majeure event or other circumstance beyond our control (including labour disputes) makes it impossible or unreasonable for us to take delivery. In such a case, the Supplier shall store and insure the delivery item at its own cost and risk until we take delivery of the delivery item.

5.6 In cases where we agreed with the Supplier that delivery shall be made to a third party instead of us, the Supplier shall prove the delivery to such third party by providing a confirmation of receipt from such third party.

6. Provision of Material, Documentation and Accident Prevention

6.1 The Supplier shall be liable for the loss of or damage to items (materials, substances, etc.) provided by us to the Supplier. If items provided by us get lost, damaged or defective, the Supplier shall immediately stop the processing and immediately notify us of such.

6.2 Items provided by us shall be processed and treated on our behalf and remain our property throughout all stages of such processing and treatment. In cases where our items are processed with other items not belonging to us, we shall acquire co-ownership of the new item at a ratio of the value of the items provided by us to the total value of all items used for manufacture and the Supplier's processing expenses. The Supplier shall keep the items in safe custody at no cost to us. That shall analogously apply if our ownership of the items provided by us is lost due to a combining or mixing.

6.3 All documents and data we make available to the Supplier shall only be used for the processing of the quotation and the performance / rendering of the ordered delivery / service. The Supplier shall keep them in safe custody, protect them from access by third parties (confidentiality) and, without being explicitly asked to, return them to us together with all transcripts or copies thereof, immediately after the processing of our enquiry or after performance / rendering of the ordered delivery / service.

7. Invoices and Payments

7.1 The Supplier shall submit its invoices, in triplicate and for each delivery separately, after performance / rendering of the contract-compliant delivery / service, and state therein the purchase order number and enclose a confirmation of receipt if applicable (see clause 5.6). The Supplier shall separately show VAT at the applicable statutory rate in its invoices.

7.2 The Supplier's payment claims against us shall become due for payment 30 days after receipt of the delivery / acceptance of the service and submission of the associated documents and verifiable invoices pursuant to clause 7.1, but not earlier than the contractually agreed delivery / completion date. If we pay within the aforementioned 30 days, the Supplier shall grant us a cash discount of 3%.

8. Set-off and Retention

8.1 The Supplier shall only be entitled to set off its claims against us if such counter-claims are undisputed or res judicata.

8.2 The Supplier shall not withhold any delivery items or services because of any counterclaims the Supplier may have from previous transactions or other transactions within an existing business relationship.

9. Defects

9.1 The Supplier shall ensure that the delivery item / rendered service is of the quality agreed with us, conforms to the state of art in terms of science and technology and has no inherent defects that eliminate or reduce its value, fitness for a typical use or fitness for a particular use as specified in the contract concluded with us. The Supplier shall also ensure that no rights of third parties, including but not limited to patents or industrial property rights, are infringed through the use of the delivered item / rendered service.

9.2 If the delivery item or rendered service is defective, we shall be entitled to assert the statutory warranty claims and rights – without limitation – provided that the time limit for the notice of defect pursuant to Section 377 of the German Commercial Code (HGB) is at least eight working days. In the case of hidden defects, particularly those that do not become apparent until the processing or commissioning of such item, the time limit for the notice of defect shall not start before the discovery of the defect.

9.3 If we have checked products and/or general technical specifications on the basis of drawings sent to us and approved samples of the delivery item / rendered service for series production, such does not release the Supplier from the performance of its obligations under the contract. Our check does not cover sufficient dimensioning or the correct selection of the used materials.

10. Liability

10.1 Claims for damages and reimbursement of expenses (hereinafter referred to as Claims for Damages) of the Supplier against us, regardless of the legal basis, shall be excluded unless they are based on the provisions of the Product Liability Act, a wilful or grossly negligent breach of our contractual or statutory obligations, injury to the health or bodily injury/death of the Supplier caused by a breach of duty for which we are responsible, our warranty of quality or our breach of material contractual obligations. Material contractual obligations are obligations, the fulfilment of which is material to the proper performance of our principal obligation and the compliance with which the Supplier relies on or may rely on. In the case of a breach of a material contractual obligation by us, the claims for damages asserted by the Supplier against us shall be limited to foreseeable damage / loss that is typical for such contract unless we are liable for a wilful or grossly negligent breach of obligations, injury to the health or bodily injury/death of the Supplier or our warranty of quality. A damage or loss is of a material nature or foreseeable if its incurrance can be typically expected on the basis of the breach of the respective material contractual obligation. Any breach of obligation by our legal representative or vicarious agent shall be deemed to constitute a breach of obligation by us. The above provisions shall not imply a reversal of the burden of proof to the disadvantage of the Supplier.

10.2 The Supplier shall observe the state of the art in terms of science and technology in the development and manufacture of the delivery item / rendered service and comply with all mandatory statutory provisions, perform a thorough functional and quality inspection before delivery and adequately document all measures taken for the fulfilment of these obligations. Such documents shall be kept for 11 years and made available to us or a third party named by us for viewing upon request at any time.

10.3 If a third party asserts claims for damages based on a product defect against us, the Supplier shall indemnify us against such claims if and to the extent that the damage was caused by the raw materials, components or the goods / services delivered / rendered by the Supplier.

The Supplier shall also be obliged to reimburse us for any expenses and loss arising from or in connection with our product recall campaign. We shall inform the Supplier about the content and scope of the recall measures to be taken – as far as possible and as may be reasonably expected from us – and give the Supplier opportunity for comment. The Supplier's liability in accordance with the statutory provisions remains unaffected.

11. Data Privacy

We shall be entitled to electronically store the required data on the Supplier and each contract with the Supplier within the scope of the business relationship and process and use such data for our business purposes in accordance with statutory provisions.

12. Place of Performance, Place of Jurisdiction and Applicable Law

12.1 The place of performance for all goods to be delivered and services to be rendered by the Supplier shall be the place of use specified by us.

12.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship between us and the Supplier – including but not limited to matters arising from deeds / documents, bills of exchange and cheques – shall be Bremen (The Courts of the City of Bremen). We shall, however, remain entitled, at our discretion, to also sue the Supplier before courts having jurisdiction at the Supplier's place of business.

12.3 The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

12.4 If these Terms and Conditions are translated into a language other than German, the German text of these Terms and Conditions shall be decisive in cases of doubt about interpretation.

13. Severance Clause

Should individual provisions of a contract concluded with a Supplier for the supply of goods or services, of which these General Terms and Conditions for Purchases and Orders are an integral part, be or become invalid, the effectiveness of the remaining provisions of the respective contract shall remain unaffected. Together with the Supplier, we shall agree on a legally effective provision that fully reflects the economic intent of the ineffective provision or, if such is not possible in a legally effective way, a legally effective provision that comes as close as possible to the economic intent of the ineffective provision.