

I. General - Scope

1. Our Terms and Conditions of Purchase shall apply exclusively; we hereby expressly object to any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless they have been expressly agreed to in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
2. All agreements made between us and the supplier for the purpose of executing a contract shall be set down in writing in this contract.
3. Our Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs pursuant to § 310 (1) of the German Civil Code (BGB).
4. Our Terms and Conditions of Purchase shall also apply to future business in the event of continuous business relations without direct reference.
5. Should individual provisions of these Terms and Conditions of Purchase be or become invalid or unenforceable, the contract as a whole and the remaining provisions of these Terms and Conditions shall remain effective. The contracting parties are obliged to replace the invalid and/or unenforceable provision from the beginning of the invalidity/unenforceability with a provision that is as economically similar as possible, taking into account the interests of both parties. The same shall apply to omissions.

II. Tender Documents

1. Orders and commissions are only binding if they are placed or confirmed by us in writing.
2. The supplier is obliged to accept our order in writing within a period of 5 working days. An acceptance of an order within this period shall be deemed to be a new offer, the acceptance of which we expressly reserve the right to make.
3. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested to do so. They must be kept secret from third parties; in this respect the provisions of paragraph XII shall apply in addition.

III. Prices - Terms of Payment

1. The price stated in the order is binding. The prices "delivered duty paid" (DAP-Delivered at Place including customs clearance) to the place of destination apply.
2. The statutory value-added tax, if any, shall be shown separately.
3. We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
4. Unless otherwise agreed in writing, we shall pay the purchase price within 45 days calculated from delivery and receipt of invoice with 3% discount or within 30 days with 4% discount or 60 days net after receipt of invoice.
5. We shall be entitled to rights of set-off and retention to the extent provided by law.
6. Claims arising from agreements made with us may only be assigned with our written consent.
7. If a contracting party ceases to make payments or if insolvency proceedings are instituted against its assets or out-of-court composition proceedings are applied for, the other contracting party shall be entitled to withdraw from the part of the contract that has not been fulfilled.

IV. Delivery dates - Deadlines

1. The delivery date specified in the order is binding. Agreed dates, deadlines and times are binding. The receipt of the delivery is decisive for compliance with the agreed delivery dates, deadlines and times.
2. The supplier is obliged to inform us in writing without delay if circumstances arise or become apparent to him which indicate that the agreed delivery date cannot be met.
3. In the event of a delay in delivery, we shall be entitled to the statutory claims. Furthermore, we are entitled to demand damages instead of performance and withdrawal after the fruitless expiry of a reasonable period. If we demand compensation, the supplier shall be entitled to prove that he is not responsible for the breach of duty.
4. Partial deliveries and advance deliveries are only permissible if they have been expressly agreed in writing. Even after express written agreement, these do not oblige us to issue a partial credit note as well as a corresponding payment or to issue a credit note or payment before the agreed delivery date.

V. Delivery - Transfer of Risk - Place of Performance

1. Deliveries, including packaging, shall be made free to the respective named place of destination. Unless otherwise agreed, this shall be Wörnitz/Germany. The INCOTERMS 2010 agreed with the supplier shall apply and if no other agreement exists, INCOTERMS 2010 DAP (place of destination) shall apply in principle. The costs of packaging and insurance, and in particular also for transport for all export, import and customs formalities including all customs duties and similar charges, for official permits and for other documents shall be borne by the supplier. The same applies to the costs of test certificates and the necessary quality and test marks.
2. We shall acquire ownership of the delivered item at the latest upon fulfilment of the supplier's purchase price claim arising from this order. Any extended or expanded retention of title is excluded.
3. The place of performance for all deliveries and services is the destination named by us. In the event that no other agreement has been made, our registered office in Wörnitz shall be the place of performance.

VI. Information - Duty of Documentation

1. The supplier is obliged to state exactly our order number as well as all information relevant under customs and export control law on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for any delays in processing.
2. The supplier is obliged to inform us in its business documents of any authorization requirements for (re-)exports of its goods in accordance with German, European, US, export and customs regulations as well as the export and customs regulations of the country of origin of its goods. For this purpose, the supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant goods items:
 - the export list number according to Annex AL to the German Foreign Trade and Payments Regulation or comparable list items of relevant export lists,
 - for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
 - the trade and preferential origin of its goods and components, including technology and software,
 - whether the goods were transported through the US, manufactured or stored in the US, or manufactured using US technology,
 - the statistical goods number (HS code) of its goods, and
 - a contact person in his company to clarify any queries from us.Upon our request, the supplier shall be obliged to notify us in writing of all further foreign trade data relating to its goods and their components

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and to inform us in writing without undue delay (prior to delivery of corresponding goods affected thereby) of all changes to the above data.

3. All information and documentation shall be made available to us free of charge.

VII. Quality

1. The supplier guarantees that his deliveries comply with the recognized rules of technology, the safety and other regulations, the statutory regulations (e.g. ElektroG, RoHS Directive 2005/95/EC), including DIN standards, the agreed technical data (including national and international standards) and the warranted characteristics. Changes to the delivery item and the production process require our prior written consent.
2. For the initial sample inspection, we refer to the VDA document "Assuring the quality of deliveries, supplier selection - quality agreement - production process and product release - quality assurance in series production - declaration of ingredients", VDA Volume 2, current version. Irrespective of this, the supplier must constantly check the quality of the delivery items.
3. We reserve the right to conclude an additional quality assurance agreement (QAA) with suppliers. In this case, the QAA shall be an integral part of the contract.

VIII. Defects and Costs

1. Notwithstanding any further-reaching express agreements, the supplier warrants that the goods have the agreed quality, that they are free from defects and that they comply with the applicable safety regulations.
2. We are only obliged to inspect incoming goods to the extent that obvious defects such as transport damage, quantity discrepancies, non-compliance with orders and with accompanying documents are detected and become apparent during our quality control in the random sampling procedure. In all other respects, we shall notify defects immediately as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the objection of delayed notification of defects.
3. We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance. The costs incurred for the purpose of inspection and rectification, including the costs of installation and removal, travel, work, material and transport costs, shall be borne by the supplier. We shall only be liable for these costs if we recognized or were grossly negligent in not recognizing that there was no defect.
4. We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or special urgency.
5. Our contractual partner undertakes to strictly comply with the house rules applicable at the unloading point as well as the instructions of the employees and to expressly draw the attention of the vicarious agents and persons employed by him to their compliance. In the event of culpable violations of the house rules and/or instructions of the employees by our contractual partner's vicarious agents or persons employed in performing an obligation, our contractual partner, in addition to its vicarious agents / persons employed in performing an obligation, shall be jointly and severally liable together with the vicarious agents / persons employed in performing an obligation commissioned by it for the damage incurred, irrespective of whether our contractual partner is at fault for causing the damage by the vicarious agent / person employed in performing an obligation commissioned by it.
6. The limitation period is 36 months, calculated from the transfer of risk.

IX. Product Liability - Indemnification - Liability Insurance Coverage

1. Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organization and it is itself liable in relation to third parties.
2. Within the scope of its liability for cases of damage within the meaning of paragraph (1), the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB resulting from measures carried out by us or third parties to avert damage (e.g. recall campaigns). We shall inform the supplier without delay of the content and scope of the measures to be taken - insofar as this is possible and reasonable - and give him the opportunity to comment. Other legal claims remain unaffected.
3. The supplier undertakes to maintain a product liability insurance with a lump sum coverage of € 5 million per personal injury/property damage; if we are entitled to further claims for damages, these shall remain unaffected.

X. Property rights

1. The supplier guarantees that no rights of third parties are infringed in connection with his delivery.
2. If a claim is made against us by a third party on account of this, the supplier is obliged to indemnify us against these claims on first written demand; we are not entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.
3. The supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
4. The limitation period is ten years, beginning with the conclusion of the respective contract.

XI. Retention of title - Provision - Tools

1. Insofar as we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
2. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall keep the sole ownership or the co-ownership for us.
3. We retain ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
4. Insofar as the security interests to which we are entitled pursuant to para. (1) and/or para. (2) exceed the purchase price of all our goods subject to retention of title which have not yet been paid for by more than 10 %, we shall be obliged to release the security interests at our discretion at the request of the suppliers.

XII. Secrecy

1. The contracting parties undertake to treat all non-obvious and technical details of which they become aware through the business relationship as business secrets. (This includes illustrations, calculations, drawings, models, templates, samples, data sheets, software and similar items; they may only be passed on within the scope of the contractually intended purposes. The reproduction of such items is only permitted within the scope of operational requirements and copyright provisions.)
2. Employees and subcontractors are to be committed accordingly.
3. The contracting parties may only advertise their business relationship with prior written consent.

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XIII. Social Responsibility - Sustainability

1. The Supplier undertakes to align its business processes with the guiding principle of sustainable development and to comply with internationally recognized, fundamental standards for occupational safety, health and environmental protection, labour rights and human rights in the light of the German Supply Chain Duty Act (Lieferkettensorgfaltspflichtengesetz). Furthermore, it undertakes to establish and maintain measures to avoid violations of the prohibitions listed in § 2 paragraph (2) and paragraph (3) LkSG. To this end, the Supplier shall set up and further develop a management system in accordance with ISO 14001 within the scope of its possibilities. Furthermore, the Supplier shall observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption.
2. The supplier is obliged to encourage its indirect and direct suppliers to comply with the standards referred to in paragraph 1.
3. We reserve the right to check the supplier's compliance with the standards mentioned in paragraph 1 at irregular intervals. The supplier agrees to provide corresponding information at our request or to carry out a self-audit and to submit the results to us.

XIV. Place of Performance, Law, Place of Jurisdiction

1. In the absence of any express agreement to the contrary, the place of performance for all services and payments shall be our registered office in Wörnitz.
2. German law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and the application of German conflict of laws is excluded.
3. The place of jurisdiction for all direct or indirect disputes arising from the contractual relationship shall be our registered office in Wörnitz, unless otherwise agreed or mandatory statutory provisions conflict with this. However, we shall also have the right to bring legal action against a supplier at the supplier's general statutory place of jurisdiction.

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