



General Terms and Conditions of Purchase

1. Scope of application

Unless otherwise agreed in writing, our orders shall be governed by the following terms and conditions. Other conditions shall only be deemed applicable if confirmed by us in writing. Our terms and conditions of purchase shall not be rendered inapplicable if a quotation or order confirmation contains other terms and conditions or if an order confirmation is accompanied by other terms and conditions.

2. Orders

Orders, agreements and amendments shall only be binding if issued or confirmed by us in writing. Quotations shall be submitted free of charge and without obligation for us.

3. Shipment

Unless expressly agreed otherwise, consignments shall be shipped by rail, post or a recognised logistics company. You shall bear the risk of shipment. Compliance with our shipment specifications shall be mandatory. A notification of despatch shall be provided in duplicate for each individual consignment to the respective delivery address on the day of shipment. The order number and any other information requested in our order shall be indicated on the notifications of despatch, bills of lading and packing labels. You shall bear the consequences of any despatch papers that are incorrect, incomplete or received late.

4. Delivery periods, delivery deadlines

In the event that you become aware that you will be unable to adhere to the agreed delivery periods or deadlines, you shall notify us immediately in writing with indication of the reasons and the probable length of the delay. In the event that you are responsible for the delay, we shall be entitled to cancellation without any prior notice period.

5. Prices

Prices shall be free reception point, including packaging and freight. In the event that a price is agreed "ex factory", "ex warehouse" or "excl. packaging" in exceptional cases, we shall only pay the cheapest freight costs and/or the packaging at cost.

6. Invoicing and payment

Invoices shall be submitted separately for each order in duplicate with indication of the order number. Invoices that do not indicate the order number shall be deemed not to have been issued. Payment shall be effected in line with the terms and conditions agreed in the order.

7. Assignment

You shall not transfer your contractual claims to any third parties in part or in whole without our written consent.

8. Liability and material defects

You shall assume liability for ensuring that the delivered goods comply with the guaranteed properties, reflect accepted standards of technology and do not have any defects that impair the value or suitability for use for the usual purpose or – given the respective circumstances – the presumed purpose.

Your liability shall be governed by statutory provisions. In the event of a material defect, we shall be entitled to choose the procedure for subsequent performance (repair or substitute delivery of non-defective merchandise). We shall also be entitled to transfer the choice of procedure for subsequent performance to you.

The limitation period shall be governed by statutory provisions. Limitation periods shall, however, not commence until the date of transfer and – in the event that acceptance has been agreed – from the acceptance of the delivered goods.



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Once any defects or damages have been rectified, the limitation period shall commence anew for the repaired or replaced part following acceptance of the same.

The limitation periods for reserve parts that are ordered in conjunction with the main merchandise and specifically marked as reserve parts shall not commence until these parts are commissioned, unless we have not properly stored them, at the latest however six months following transfer and/or acceptance.

Our notifications of defects shall be deemed to have been submitted in time if they are filed within two weeks, starting from the transfer of the delivered goods in the case of obvious defects, and from the detection of the defect in the case of concealed defects.

Upon receipt of the goods, we shall verify their compliance with our order based on the accompanying shipping documents. Furthermore, we shall examine the goods for any defects that are detectable by simple visual inspection (e.g. measuring and weighing). Our inspections shall only be performed on random samples. We are under no obligation to perform inspections that require the removal of packaging, separation of individual parts of a packaging unit, the application of chemical or physical inspection methods, sample processing, or similar procedures, nor to measure or test moulds, tools and other fixtures or equipment components; defects that are thus detected shall be deemed to be concealed defects. To the extent that legal provisions or customary trade practices stipulate more stringent requirements in respect of the notification of defects in good time than those contained in this clause, you shall waive any right to objection on grounds of the late notification of defects.

9. Transfer of risk

Risk shall not be not transferred to us until the delivery has been accepted in full at the agreed reception point, even if the costs of delivery are borne by us; in the case of deliveries that include installation or assembly, risk shall not be transferred until the day of commissioning at our premises or following successful test operation, if agreed.

10. Place of performance, court of jurisdiction, applicable laws

The court that is generally responsible for the reception point shall be deemed the place of performance and court of jurisdiction. We are, however, entitled to instigate legal action against you before your general court of jurisdiction. Our legal relationships with you shall be governed by the laws of the Federal Republic of Germany; the United Nations Convention on the International Sale of Goods dated 11 April 1980 is excluded.

11. Severability clause

These terms and conditions shall remain fully valid even if individual clauses shall prove to be legally ineffective. This shall not apply if adherence to the contract would represent unreasonable hardship for one of the parties. Amendments and addition to the contract and to these terms and conditions shall only be valid if stipulated in writing; this shall apply equally to any partial or complete waiver of this clause specifying the written form.