

General Conditions of Purchase

§ 1 order

(1) This order was created electronically and is legally valid without a signature. For the further processing of the transferred data, the supplier must ensure that the data content is correctly transferred.

§ 2 payment

(1) Payments made do not mean that the delivery is recognized as being in accordance with the contract.
(2) In the event of defective delivery, the customer is entitled to withhold payment pro rata until it has been properly fulfilled. He is also entitled to offset claims of the supplier against debit advice or credit notes.

§ 3 ban on assignment

(1) Without the prior written consent of the customer, which must not be unreasonably refused, the supplier is not entitled to assign his claims against him or to have it collected by third parties. The purchaser is entitled to refuse his consent to the assignment of the supplier's claims unless the assignee does not explicitly confirm to him in writing that the assignee, too, can exercise all rights of offset and retention that the purchaser has against the supplier. If the supplier assigns his claim against the customer to a third party contrary to these provisions without the customer's consent, the assignment is ineffective. § 354a HGB (German Commercial Code) remains unaffected.
(2) The purchaser's offsetting against claims other than those recognized or legally binding is excluded.

§ 4 notification of defects

The purchaser must notify the supplier in writing of obvious defects in the delivery within 5 days as soon as they are determined in the ordinary course of business. If quality assurance agreements have been made, their content takes precedence over the regulations made here.

§ 5 delivery dates and deadlines

(1) Agreed dates and deadlines are binding. Goods that are not delivered on time can be rejected without a separate declaration by the customer. Unless otherwise agreed, the supplier delivers "DDP - Delivered Duty Paid" destination (Incoterms® 2020 rules by the International Chamber of Commerce).
(2) If an order is not accepted in writing by the supplier within 3 working days after receipt, it is considered confirmed. The customer is entitled to withdraw the order.
(3) The timeliness of the delivery depends on the time of receipt of the goods at the delivery address specified in the order. The opening hours of the customer's goods receipt must be observed. If in doubt, these must be requested from the supplier.
(4) If circumstances arise that are likely to prevent the supplier from delivering on time, the supplier will immediately notify the customer in writing.

§ 6 delay in delivery

If the agreed dates and deadlines are exceeded, the supplier is in default without setting a further deadline. The supplier is obliged to compensate the customer for the damage caused by the late delivery even without setting a grace period within the framework of the statutory provisions.

§ 7 force majeure

(1) Force majeure, in particular industrial disputes, riots, official measures and other, unforeseeable, inevitable events that cannot be controlled by the respective contractual partner release the respective contractual partner from the performance obligations for the duration of the disruption and the extent of their effect. If a force majeure event lasts longer than thirty calendar days or if it is foreseeable that it will most likely continue for more than thirty calendar days, the other contractual partner is entitled to withdraw from the contract and this also applies if there is an event force majeure after its occurrence should show that it will last longer than originally assumed.
(2) In cases of force majeure, the contracting parties are obliged to provide the necessary information immediately and within reasonable limits and to adapt their obligations to the changed circumstances in good faith.

§ 8 termination

The customer can terminate the contractual relationship at any time if there is a factually justified reason for this. In such a case, the supplier will be reimbursed the costs incurred up to that point for the manufacture / procurement of the ordered products. The termination does not give rise to any further claims by the supplier.

§ 9 quality and documentation

(1) The supplier is obliged to introduce, document and maintain a quality management system. The customer has the right to request copies of the quality management documents from the supplier at any time and to check compliance with the agreed quality assurance measures by means of an audit and inspection.

(2) The supplier is obliged to check the material made available by the customer within reasonable limits to ensure that it is in perfect condition. In the event of any errors, processing may only take place with the express written consent of the customer. If additional quality assurance or environmental protection agreements or special agreements regarding the respective delivery item are made between the customer and the supplier, these agreements become part of the contract.

§ 10 information, inspection

The customer has the right to inspect the product and all materials and parts received from the supplier for the manufacture of the product at any time and from time to time including the acceptance test of the product at the supplier's factory or at the place of delivery. The supplier hereby agrees to hand over the documents to the customer for unrestricted use.

§ 11 technical data and safety regulations

(1) In connection with the recording of safety data, the supplier agrees to attach a corresponding safety data sheet for all components that contain hazardous substances to the initial sample test report, which corresponds to the European specifications valid at the time of delivery. This also applies to all materials used for surface protection.

(2) Each delivery must contain the following documents and information: address of the customer, shipping address (if this differs from the order address), delivery note date, delivery note number, name and address of the sender, ZIM supplier number, ZIM order number and position, ZIM commission number (if available), ZIM part number (not the supplier's part number or the drawing number) with index / description, delivery quantity with details of the unit of measure, number and type of packaging container, shipping method, information about the forwarder, shipping conditions, CoC (certificate of conformity), test reports, Acceptance test certificate / CoC (Certificate of Conformity) and hazardous substance data sheet.

§ 12 liability for defects

(1) In the case of delivery of defective goods, the purchaser can request the following if the respective legal and the requirements listed below exist and unless something else has been individually agreed:

a) Before the start of production (processing or installation), the purchaser must first give the supplier the opportunity to sort out and remedy the defect or to provide a (replacement) delivery. If the supplier does not comply with this immediately, the customer can withdraw from the contract without setting a further deadline and return the goods at the risk of the supplier. In urgent cases, after notifying the supplier, he can procure replacements to the extent necessary to maintain his production, rectify the defects himself or have them carried out by a third party. The supplier bears the resulting costs.

b) If, despite observing the obligation, the defect is only determined after the start of production, the customer can choose - according to § 439 (1), (3) and (4) BGB (German Civil Code) - to demand supplementary performance, or - reduce the purchase price, or - withdraw from the contract, or - demand compensation or reimbursement of expenses if the legal requirements are met.

(2) The parts to be replaced must be made available to the supplier on request and at his expense by the customer, unless the parts concerned have already been delivered, installed or the customer is unable to surrender them for other reasons.

(3) Products must be repaired by the supplier within a maximum processing time of ten calendar days. The processing time begins when the supplier receives the products to be repaired and ends when they are ready for dispatch. If the supplier does not meet the processing time, he agrees to pay 5% of the order value per day of processing time exceeded as reasonable compensation as a reasonable estimate, but not more than 20%, as a reasonable estimate of the damage suffered by the customer (and not as a contractual penalty).

§ 13 liability

(1) Unless a special liability regulation has been made elsewhere in these conditions, the supplier is obliged according to the legal provisions to compensate for the damage that the buyer directly or indirectly as a result of a faulty or defective delivery, due to violation of safety regulations or other legal reasons attributable to the supplier arise. A limitation of liability of the supplier to intent and gross negligence is ineffective towards the customer. The following provisions apply in particular:

(2) If the purchaser is asserted by third parties due to non-mandatory legal norms due to no-fault liability, the supplier shall act towards the purchaser to the extent that he would be liable to the third party concerned instead of the purchaser. The principles of § 254 BGB apply mutatis mutandis to compensation for damage between the purchaser and supplier, even in the case of strict liability. This also applies in the event of a direct claim against the supplier.

(3) The supplier shall be liable for measures taken by the purchaser to avert damage (e.g. recall campaign) insofar as such measures appear reasonably necessary due to circumstances, defects, errors, etc. attributable to the supplier, or if the purchaser is legally or officially or legally obliged to do so.

§ 14 retention of title

The purchaser accepts a simple reservation of title declared by the supplier. Extended or expanded retention of title, in particular group retention, will not be recognized.

§ 15 general provisions

(1) These general conditions apply exclusively. General terms and conditions of the supplier apply only to the extent that the customer has expressly agreed to them in text form.

(2) Insofar as a separate framework agreement has been agreed between the parties, which deviates from the present terms and conditions of purchase, the regulations of the framework agreement take precedence. The same applies in the event that there is a quality assurance agreement between the parties.

(3) If the supplier ceases to make payments or if insolvency proceedings are requested for his assets or an out-of-court settlement procedure, the customer is entitled to withdraw from the contract for the unfulfilled part or to terminate the contract.

(4) Should a provision of these conditions or the other agreements made by the parties be or become ineffective, unenforceable or unenforceable, this shall not affect the validity of the rest of the contract. The contracting parties are obliged to replace the ineffective, unenforceable or unenforceable provision with a provision that comes as close as possible to the economic result.

(5) The place of performance is the seat of the respective plant that is the recipient of the delivery.

(6) German law applies to all legal relationships between the supplier and the customer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. However, the customer reserves the right to call the courts responsible for the location of the supplier.

(7) The place of jurisdiction is the place of business of the customer.