

# VD-67 EKB\_EN

VD erstellt: F. Heusler, QMB  
VD freigegeben: O. Heck, EK

## General Terms and Conditions of Purchasing and Ordering

### § 1 Scope

These General Terms and Conditions of Purchasing and Ordering shall only apply to entrepreneurs within the meaning of § 14 German Civil Code (BGB), legal entities under public law and special funds under public law within the meaning of § 310 (1) BGB. These Terms and Conditions form an integral part of all contracts that we conclude with our suppliers and contractors (hereinafter referred to together as the "Supplier").

Contradictory or supplementary conditions of the Supplier shall not be recognised without express written consent and shall require our express written consent in each individual case in order to become valid and become part of the contract.

This shall also apply if we accept the delivery without reservation in the knowledge of opposing or contradictory or supplementary conditions of the Supplier.

### § 2 Offer and conclusion of contract

If we make the Supplier an offer within the meaning of § 145 BGB, the Supplier may accept this offer within one week of receipt of the order in writing.

After this period, we shall no longer be bound by the offer.

Late acceptance shall constitute a new offer and shall require our approval.

Our orders shall only be binding if expressly marked by us as such.

All agreements made between us and the Supplier for the purpose of implementing the contract must be concluded in writing in full.

Our employees are not authorised to make verbal promises that go beyond the scope of the written contract or deviate from it.

### § 3 Prices and payment

1. The price stated in the order shall be binding. Statutory VAT is shown separately.

In the absence of a written agreement to the contrary, the price shall include free delivery, including packaging, as well as all ancillary costs for transport, insurance etc.

2. Unless otherwise agreed, invoices shall be settled by us within 14 days of receipt of the goods and a verifiable invoice with a 3% discount or within 30 days of receipt of the goods and invoice.

### § 4 Delivery

1. The deadlines and dates specified by us in our order shall be binding for the Supplier.

If circumstances arise that hinder timely delivery or if such circumstances become apparent to the Supplier, the Supplier is obliged to notify us in writing without undue delay of the expected delay.

2. In the event the Supplier defaults, we shall be entitled to a lump-sum for damages caused by the delay in the amount of 0.5% of the delivery value per completed week but no more than 10% of the net delivery value.

The Supplier shall be entitled to prove that damages were not incurred or were only incurred to a lesser extent. Our right to demand higher compensation for damages if proof is provided shall remain unaffected.

3. The statutory provisions shall apply to the occurrence of default of acceptance on our part whereby, in any case, a written request by the Supplier shall be required.

### § 5 Technical regulations

1. The deliveries and services must comply with the general technical regulations of the Federal Republic of Germany (e.g. DIN, VDE etc.) and of unified Europe (EN), in particular the safety regulations (e.g. EMC directive).

2. The machines and assemblies must comply with the valid EU regulations and may only be supplied with a declaration of conformity/installation declaration and CE marking.

### § 6 Right of retention/offsetting/assignment

Offsetting with claims against us by the Supplier is only effectively possible should the claims of the Supplier be undisputed or legally established.

The Supplier may not withhold deliveries or other services due to possible counterclaims of the Supplier against us from previous or other transactions.

The Supplier shall not be entitled to assign claims against us to third parties.

Any assignment contrary to this shall be invalid.

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Otherwise, we shall be entitled to statutory offsetting and retention rights.

### § 7 Documents provided

We reserve the right of ownership and copyright to all documents provided to the Supplier in connection with placing the order, such as calculations, drawings etc.

These documents may not be made accessible to third parties, unless we give the customer our express written consent to do so.

### § 8 Transfer of risk on shipment

Unless otherwise agreed, delivery shall be provided free of charge to the location specified in our order. The specified destination shall also be the place of performance.

The risk of accidental loss or accidental deterioration of the goods/the delivery item shall be transferred to us in cases where the delivery has been properly transferred at the specified destination and has been accepted by us. For quantities, dimensions and weights of a delivery, the values determined by us at the inspection upon receipt shall be decisive.

### § 9 Retention of title

Ownership of the delivered goods shall be transferred to us when payment is complete.

Extended or expanded retention of title by the Supplier is expressly excluded.

We shall be entitled to further process or resell the goods.

### § 10 Warranty and notice of defects

1. In accordance with the statutory provisions, the Supplier shall be liable for ensuring that the delivered goods are of the agreed quality. The product description as well as the requirements communicated to the Supplier shall constitute an agreement on the product condition.

The Supplier guarantees that the delivery item is free from legal or material defects upon delivery to us. We shall have full statutory warranty rights.

If supplementary performance by way of replacement delivery or removal of defects by the Supplier is not feasible or not reasonable for us, we shall be entitled to carry out the supplementary performance ourselves after a reasonable deadline has passed unsuccessfully. The costs incurred in this way shall be borne by the Supplier. The warranty period is three years.

2. We are only obliged to inspect the delivery for obvious, externally visible defects (in particular, identifiable transport damage, incorrect deliveries and quantity deviations) and to provide notification thereof within a period of 5 working days.

Other defects will be reported within 5 days as soon as they are identifiable for us during the course of our standard business activities.

In the case of hidden defects, in particular those which are only shown during processing or commissioning, the time limit for complaints and notification shall only begin on discovery of such defect.

### § 11 Copyright/third-party rights and product liability

1. The Supplier guarantees that the use of the delivered goods does not infringe any third-party property rights. The Supplier shall indemnify us in this respect from claims by third parties so that the goods may be used or sold without infringement of third-party rights.

In addition, the Supplier shall be liable for any further direct or indirect damage arising from a violation of such rights. The indemnification by the Supplier shall also apply to all expenses incurred by us or which arise in connection with a third-party claim..

2. The Supplier shall be obliged to indemnify us from claims for damages by third parties relating to personal injury or property damage which are based on defects in the delivered items which are in the domain of control and organisation of the Supplier and for which the Supplier is liable in relation to third parties.

### § 12 Choice of law/place of fulfilment/place of jurisdiction

1. This contract and the entire legal relationship between the parties is subject to the formal and substantive law of the Federal Republic of Germany, to the exclusion of the applicability of CISG (UN Sales Convention) and regulations Rome I and II.

2. Place of performance for all deliveries and services to be provided by the Supplier shall be the order location specified by us. In the event that the customer is a merchant within the meaning of the German Commercial Code (HGB).

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**3.** If the purchaser is a merchant within the meaning of the HGB, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office, Wittlich District Court or Trier Land Court. However, we shall be entitled to instigate proceedings against the Supplier at its general place of jurisdiction.

### **§ 13 Severability clause**

Should individual provisions of this contract be or become invalid or should there be an omission from this contract, this shall not affect the remaining provisions.