

1) General

1. All orders and purchases are made solely according to these Terms and Conditions of Purchase. We only recognise any conflicting or deviating terms and conditions of purchase of our suppliers unless we have expressly approved these in writing or exceptions are permitted in these Terms and Conditions of Purchase.
2. For the contractual terms, the text of our order and, in addition, these Terms and Conditions of Purchase, have exclusive authority. For the public national or international standards listed in the order text, the respective valid version of the standard is to be applied.
3. Verbal agreements of any kind, including subsequent amendments and supplements to our Terms and Conditions of Purchase, are only binding following written confirmation by us.
4. The written requirement is also satisfied by email or fax.

2) Orders and contracts

1. If our orders are not accepted by the supplier in writing or by fax with a binding confirmation of delivery date within 5 business days of receipt, we are entitled to withdraw the order.
2. We may demand changes to the delivery item also after conclusion of the contract, provided this is feasible for the supplier. Given such a change in contract, the effects for both parties are to be taken into account appropriately, in particular with regard to additional or reduced costs and delivery dates.

4) Packaging, transport and insurance

- 1) The goods are to be safeguarded against damage by means of suitable packaging and appropriate transport accepted by us.
- 2) We take out the transport insurance ourselves. The costs for the forwarding insurance are not paid by us. We are a waiver customer for SVS-RVS.
- 3) The risk transfers at the receiving point designated by us.

5) Transport regulations

1. Hazardous materials in accordance with the regulation on carriage of dangerous goods by sea (GGVS) and the regulation on carriage of dangerous goods by rail (GGVE) (ADR, RID) are generally free carriage.
2. The INCOTERMS 2000 apply to all trade terms.
3. The delivery condition DDP is to apply exclusively to all purchases, whereby the destination, mode of transport and means of transport are prescribed by our purchasing department for each delivery.

6) Quality and guarantee

1. For his goods and services, the supplier is to observe the recognised codes of practice, the safety regulations and the agreed technical data. The standards are to be applied in their current version. Faultless quality and dimensions are to be ensured by the supplier by means of thorough final inspections. Changes to the delivery item and the delivery quantities require our prior written consent. Pending other proof, the values ascertained by us during the incoming goods inspection are authoritative for quantities, weight and dimensions.
2. Acceptance is carried out subject to verification that the delivery is free of defects, in particular with regard to correctness, completeness and suitability. We are entitled to examine the goods insofar as and as soon as is feasible within the due course of business. We give notice of any defects immediately upon discovery. In this regard, the supplier waives any claims regarding delayed notice of defects.
3. The limitation period for claims for defects begins with the delivery of the goods or the acceptance of service and amounts to two years for claims based on or in connection with the delivery of goods. Where, according to their normal use, these are employed in a building, these amounts to five years. In all other regards, the statutory terms apply.
4. At our option, we may demand either the elimination of the defect or replacement delivery free of defects. The supplier may refuse the type of performance chosen by us if it is only possible subject to disproportionate costs. In case of supplementary performance, the limitation period for replaced and repaired parts starts again. The expenses incurred through supplementary performance include those expenses incurred by our customers.
5. If, after receiving our claim for rectification, the supplier does not start immediately with the elimination of the defect, in urgent cases, especially to ward off acute danger or prevent major damage, we are entitled to effect rectification ourselves or have it effected by a third party at the supplier's expense.
6. If, as a result of defective delivery, we incur costs – in particular transportation, handling, labour or materials costs, or costs which exceed the usual scope of an incoming goods inspection - then these are to be borne by the supplier.

7) Product liability

1. If the supplier is responsible for product damage, he is obliged to release us from any third party claims for damages upon first request.
2. In this context, the supplier is also obliged to reimburse all expenses incurred by us or in connection with a product recall.
3. The supplier is to take out an appropriate level of insurance cover against all product liability risks, including the risk of a product recall, and provide us with a copy of the insurance policy on request.
4. The supplier is to carry out quality assurance of an appropriate type and extent in line with the latest technological standards, and is to provide us with evidence of this upon request.

8) Protective rights

1. The supplier guarantees that the delivery or use of the delivered goods does not violate any rights of third parties, particularly industrial property rights.
2. The supplier releases the purchaser and his customers from any claims arising from the use of such protective rights.

9) Payment

1. Unless agreed otherwise, payments are to be made within 14 days with a 3% discount or net within 30 days, each starting from receipt of the invoice, but not before receipt of the goods, or, in case of services, not before their acceptance, and if documentation inspection certificates (e.g. test reports) or similar documents are included in the scope of service, not before these are submitted to us as per agreement.
2. In case of defective delivery, we are entitled to withhold payment appropriately, whilst retaining our discount entitlement, until due performance is provided.
3. Assignment of a claim is only possible with our written consent.
4. Payment is subject to invoice verification.

10) Force majeure

1. Force majeure, labour disputes, riots, official measures and other unavoidable occurrences release us from the duty of timely acceptance for the duration of the interruption and to the extent of its effect. During such occurrences, and for 14 days afterwards, irrespective of our other rights, we are entitled to withdraw from the contract in whole or in part to the extent that such occurrences are not of insignificant duration and our requirements are considerably reduced due to the need for alternative procurement.

11) Tools / equipment costs and means of production

1. The tools and equipment required for manufacturing the goods ordered, as well as their maintenance and replacement, are fundamentally at the supplier's expense. We have the right to purchase and dispose of such tools, equipment or forms against payment of the cost price and taking into account wear and tear and amortisation.
2. Any tools, equipment or other means of production or templates and other data which are paid for or made available by us remain or become our property. They may only be used for deliveries and services to third parties with our prior written consent. The means of production in our possession are to be kept for us by the supplier carefully and free of charge, and submitted to us immediately on request at any time.

12) Property and provision of materials

1. Provisions in the supplier's delivery conditions concerning his reservation of title are recognised by us. We agree to assignments on the basis of an extended retention of title from the outset subject to the reservation of all rights against the assignee which we would have held against the supplier had the assignment not taken place.
2. Goods provided by us remain our property. They may only be used as intended. The supplier is to undertake an incoming inspection to verify that the goods provided are correct, and inform us of the results. For the processing of our goods by the supplier, we are deemed the manufacturer, without any obligations arising from this for us, and we acquire ownership of the newly formed product. If processed together with other materials, we acquire co-ownership in relation of the invoice value of our goods to that of the other materials. In case our goods are combined or mixed with one of the supplier's items, and this is to be viewed as the main item, the ownership of the item transfers to us according to the ratio of the invoice value of our goods to the invoice value (or in the absence of this, the market value) of the main item. In this case, the supplier is deemed the custodian.

13) Subcontracts

1. For subcontracts by us, in addition, the supplier is to inspect the subcontracted goods immediately upon receipt for any transport damage, obvious material defects, wrong deliveries and shortages, and to inform us directly of any objections.
2. The supplier may only process and manufacture subcontracted goods that are free of defects. He is to proceed appropriately, so that the designated purpose of the subcontracted goods is neither impaired nor endangered by the processing or manufacturing.

14) Place of performance and jurisdiction

1. The place of performance is the place where, as per order, the goods are to be delivered or the service performed.
2. If the supplier is a merchant, a corporate body under public law or a special fund under public law, the place of jurisdiction for all legal disputes arising directly or indirectly from contractual relations based on these Terms and Conditions of Purchase is Bochum. At our option, we are further entitled to sue the supplier at the court of his principal office or his branch office or at the court of the place of performance.

15) Statutory provisions, applicable law

1. Provided this is not stipulated otherwise above, the statutory provisions of the law of the Federal Republic of Germany apply exclusively to the contract and its implementation, excluding application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980.
2. If any provision of these Terms and Conditions of Purchase or the other agreements concluded is or becomes invalid, this does not affect the validity of the rest of the contract. The parties undertake to replace the invalid provision with a provision which represents the economic success as closely as possible.