

Terms and Conditions of Purchase



1 Application

These Terms and Conditions of Purchase (these "Terms") are exclusive. Additional, contrary or different terms shall be deemed rejected except if expressly accepted by us. These terms shall govern even if we accept the goods delivered in knowledge of contrary or different terms of the Supplier.

2 Offer

The Supplier shall accept our offer within reasonable time not exceeding 10 working days.

3 Price, Terms of Payment

The price stated on the reverse side hereof includes delivery to our designated place of delivery and all services necessary to complete performance by the Supplier of all of Supplier's obligations under the contract including packaging, insurance, freight, assembly, initiation of operation, and approval.

Payment is due within 14 days, with 3 % discount and 30 days (net) from the date of delivery.

4 Place and Time of Delivery

Delivery shall be effected to the place specified in our offer.

The delivery date specified in the purchase order, as well as any other specified or agreed upon dates and times (e.g. for assembly, final approval, etc.) shall be binding. No demand notice shall be necessary for the Supplier to be in default. The delivery date is met if the goods are delivered to the designated place of delivery on the delivery date.

Without limiting the foregoing, the Supplier shall notify us immediately if he becomes aware of circumstances that could cause delay of delivery.

All our legal rights and remedies for the case of default are reserved, including, without limitation, the right to cancel the contract after lapse of a reasonable period of time, the right to cover by purchase from a third party, and the right to claim damages for non-performance. Supplier has the right to defend against a claim for damages for non-performance by proving himself that the Supplier is not at fault.

5 Documents

Upon delivery, the goods shall be accompanied by all necessary and usual documentation. All documents shall refer to our purchase order number. The Supplier shall be responsible for all and any delays caused by Supplier's non-compliance with this paragraph.

6 Spare Parts

The Supplier shall supply us with spare parts for a minimum period of 10 years after delivery. The Supplier shall maintain sufficient inventory of spare parts at all times during this period. This includes spare parts supplied by third parties. In addition, in case of spare parts supplied by third parties, the Supplier shall disclose to us such third party suppliers and all necessary information to enable us to directly order spare parts from such third party suppliers.

7 Warranty

7.1 Defects of Quality

The Supplier warrants that all goods delivered and services performed hereunder shall (a) comply with all specifications and descriptions contained in the purchase order as to the goods and their performance, (b) meet the current state of technology, and (c) comply with all applicable laws, statutes, regulations, directives, guidelines, and provisions promulgated by any government agency or professional or commercial association.

We reserve all legal rights and remedies for breach of warranty including, without limitation, the right to cancel the contract and the right to claim damages. Without limiting the foregoing, we especially reserve the right, at our option, to demand repair, exchange of non-conforming parts or delivery of conforming goods by the Supplier.

If, in our opinion, there is imminent danger or need for imminent action, we reserve the right to immediately rectify defects ourselves or through third parties at the Supplier's costs.

7.2 Defects of Title

The Supplier warrants that the performance of the contract does not infringe on any right of any third party.

The Supplier shall, upon first request, indemnify us from any such claim brought against us by third parties. This indemnification extends to all necessary expenses incurred by us in connection with such claims.

Claims for defects of title may be filed within 5 (five) years from the date of the contract.

7.3 Warranty Period

The warranty period begins with the proper delivery of goods or completion of services, respectively. It expires, in case of quality defects, within 3 (three) years and, in case of defects of title, within 6 (six) years.

7.4 Product Liability, Recalls, Insurance

The Supplier shall, upon first request, indemnify us from damage claims by third parties insofar as such damages are caused by circumstances within the Supplier's sphere of control and the Supplier would be directly liable to third parties.

In the context of product liability, the Supplier shall reimburse us for any expenses incurred by us through recalls. Further legal rights and remedies are reserved.

The Supplier shall, at all times during this contract and during any applicable warranty period, maintain product liability insurance with reasonable limits (minimum: € 5 million) for damage to property and persons. Further claims for damages are reserved.

8 Environmental Certification

The Supplier acknowledges that we are certified under Environmental Certification DIN EN ISO 14001 and EMAS II. Accordingly, the Supplier agrees that he has reviewed our environmental declaration (available in our download area) and shall comply with such certification and all applicable environmental laws and regulations at all times while present on our premises in connection with performing this contract.

9 Non-disclosure

The Supplier shall treat all information of any kind received from us with utmost secrecy. The Supplier may disclose such information to third parties only upon our prior expressly written consent.

10 Special conditions for deliveries and the provision of services to the customer

The supplier agrees to comply with the applicable regulations and safety instructions for third party companies, employees and agents.

If the Supplier is not familiar with or does not have a copy of these regulations and instructions, they are available in our download area.

If the Suppliers is required to work on our premises, we assume that they will be able to provide proof of their qualifications and training to the staff concerned promptly and at all times.

11 Final Provisions

In the event that any provision shall be invalid, every other provision shall remain in full force and effect. The parties shall replace the invalid provision by a valid provision, which is as close as possible to the legal and economic goals of the invalid provision.

This contract shall be governed by German law; the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

Munich shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract.