



Terms of Purchase

Unless otherwise expressly agreed upon in writing, our orders are subject to the following terms and conditions:

1. Orders:

Orders are only valid if placed in writing; any oral agreement must always be confirmed in writing.

2. Prices:

Prices are fixed by agreement. If in exceptional cases the prices are not fixed by prior agreement, they shall be stated bindingly in the order confirmation; we reserve the right to withdraw or rescind the order.

3. Shipping:

- a) The supplier is liable for all consequences of incorrect declarations on the consignment note.
- b) A dispatch note shall be submitted immediately upon dispatch of every single shipment.

4. Invoicing:

Invoices shall be submitted separately immediately after delivery, i.e. they are not to be enclosed in the delivery. In case of monthly deliveries, invoices shall be submitted twice a month, and in particular no later than the 18th day of any month for deliveries made in the first half of a month, and no later than the 3rd day of the following month for deliveries made the second half of a month.

5. Freight and packaging:

Unless otherwise agreed, all deliveries shall be shipped free of all expenses for shipping, freight, and any eventual transport insurance. Transport of the goods shall be at the supplier's risk. Packaging shall only be paid for if payment for packaging has been expressly specified. The supplier is required to take back and dispose of the transport packaging and outer packaging at its own expense.

6. Acceptance:

Incoming goods shall be inspected for deviations in quality or quantity within a reasonable period of time after delivery has been made by the supplier. A notification of obvious defects shall be deemed to have been given in due time if it is received by the supplier within 12 working days after delivery of the goods; a notification of hidden defects shall be to have been given in due time if it is received by the supplier within 12 working days of their discovery.

7. Excess delivery or short delivery:

Deviations in terms of weights and quantities shall only be recognised if they are reported to us in good time and we expressly agree to them

8. Payment:

If no special payment agreement has been made, then payment shall be made within 14 working days after receipt of the invoice with a 3% discount or net within 60 days after receipt of the invoice or, if goods are received later, after receipt of the goods.

9. Delivery period:

If the delivery dates agreed with us are not met, then we shall be entitled, at our discretion, to demand a subsequent delivery and claim damages for non-performance of the purchase contract or, after expiration of a reasonable grace period with no result, to withdraw from the contract and claim compensation for damages. In cases of force majeure, which may occur for both contracting parties, mutual claims for damages shall not apply. The delivery period or delivery date we specify in our order is binding for the supplier.

10. Guarantees, representations, and warranties:

The supplier shall represent and guarantee that any and all deliveries of goods and provisions of services comply with the state of the art, the relevant legal requirements, and the rules and regulations of public authorities, employers' liability insurance associations, and professional associations. The warranty period shall be 2 years. The warranty period shall begin upon transfer of the deliverable to us or the third party named by us at the place of receipt specified by us. For spare parts, the warranty period shall be 2 years after commissioning and expires no later than 3 years after delivery.

Any defects in the goods/services reported during the guarantee period shall be eliminated by the supplier upon request without delay and free of charge, including any and all incidental expenses, at our discretion by means of rectification or delivery of a replacement. Rectification shall be deemed to have failed after the first unsuccessful attempt. In the event of a delay in delivery, we shall be entitled to claim a flat rate compensation for damages of 1% of the delivery value for each full week, but not exceeding 10%. The supplier shall be entitled to prove to us that no damage or a considerably less damage has been incurred as a result of the delay. If rectification or delivery of a replacement is not possible, is refused, or is delayed beyond a reasonable grace period specified by us, we shall be entitled to the statutory rights to rescind the contract or abate the price. Furthermore, we reserve the right to claim damages instead of performance of the contract.

11. Liability of the supplier:

If claims for damages are asserted against us by third parties due to product damage for which the supplier is responsible, the supplier shall indemnify us upon first request against all claims of third parties, including the necessary costs of defending these claims if the cause lies within the supplier's organization and sphere of control.

If we have to carry out a recall action due to a case of damage within the meaning of this section, the supplier shall be obliged to reimburse us for all expenses arising from or in connection with the recall action carried out by us. Insofar as we have the opportunity and a reasonable amount of time, we will inform the supplier of the content and scope of the recall action and request the supplier to state their position. This shall be without prejudice to any further claims on our part.

The supplier shall be required to take out and maintain a product liability insurance policy providing an amount of coverage that is appropriate for the object of the contract. This shall be without prejudice to any further claims on our part. If claims for damages are asserted against us by a third party because the goods delivered or services rendered by our supplier infringes upon an intellectual property right of the third party, the supplier shall undertake upon first request to indemnify us against the claims, including all necessary expenses incurred by us in connection with the claim for damages by the third party and by defending ourselves against the claim. We are not entitled to acknowledge the claims of the third party and/or to make agreements with the third party with respect to these claims without the written consent of the supplier. The limitation period for these claims for indemnification shall be three years starting from the date on which we become aware of the claim for damages by the third party.

12. Provision of material by the Friedr. Lohmann GmbH:

Materials provided by us shall be processed on our behalf and shall remain our property.

In the event of processing or mixing with other items not belonging to us, we shall be entitled to co-ownership of the newly produced item in proportion of the value of the material provided by us to the value of all items used in the production or mixing of the newly produced item as well as the expenses of the supplier for its processing. In this respect, the supplier shall store the newly manufactured or mixed item for us free of charge.

The supplier shall be liable for the loss of or damage to the materials, means of transport, packaging, equipment, etc., provided by us. The supplier shall inform us without delay of any such circumstances.

13. Drawings:

No drawings or designs provided by us to the supplier may be reused or transferred to a third party without our consent. All drawings and designs shall be returned to us in the event of non-use or when the order has been completed.

14. Declaration of conformity, occupational safety, and accident prevention

The supplier shall undertake to comply with the relevant applicable legislation on product safety and health requirements (e.g. EC Machinery Directive 98/37/EC) and to submit the required Declaration of Conformity and the related documentation.

In addition, all machines shall bear the CE mark, and the manufacturer shall assure that their products meet all safety requirements and are labelled with the GS or “Geprüfte Sicherheit” (Tested Safety) seal of approval.

All technical equipment shall comply with generally accepted good engineering practice and the occupational safety and accident prevention regulations and shall be equipped with the appropriate safety devices to prevent accidents and occupational diseases. In addition, all tools, components, machines, plants, structures, all operating supplies, and individual plant components shall be equipped in such a way that, to the extent that it is humanly possible to tell, accidents can be ruled out. If work is performed at our company or on our company premises, and in general with respect to the orders placed by us, the companies commissioned to perform this work shall be responsible for complying with the accident prevention regulations issued by the police and other authorities and organisations.

15. Work performed by third-party companies:

Work performed by third-party companies shall only be invoiced based on the wage documents approved by us. The materials used by the supplier for such work shall be indicated on a delivery note and shall be countersigned by the representatives authorised by us.

16. General information:

Terms and conditions deviating from these Terms of Purchase shall only apply if they are accepted by us in writing. Even if such deviating terms and conditions have been stated in the order confirmation, we shall not be bound by them without our express written consent.

17. Data protection:

Data produced in the framework of the contractual relationship will be stored for the purposes of data processing.

18. Place of performance and court of jurisdiction:

The place of performance for the deliverable shall be the shipping address specified by us. The place of payment and exclusive court of jurisdiction shall be Witten-Ruhr, Germany.

18. Severability clause:

Should individual provisions of these Terms of Purchase be or becomes invalid/impracticable, the remaining provisions shall remain in force. The parties shall be required to replace the invalid/impracticable provision from the beginning of its invalidity/impracticability by a provision that is as economically equivalent as possible to the invalid/impracticable provision.