

Section 1 - Application

1. The conditions at hand are only applicable with regard to entrepreneurs within the meaning of Sect. 310 German Civil Code (BGB).
2. The conditions at hand are applicable to all our contracts, orders, supplies and other services purchased by our company unless they are modified or excluded subject to our express, written approval. They particularly also apply if our contractual partner effects deliveries or renders services at differing conditions and our company is informed in this respect. Different or supplementary conditions of our contractual partner only apply if we confirm them in writing.
3. Our conditions also apply to all future contracts and orders with our contractual partner even if their validity in the context of the respective contract conclusion or order is not communicated to our contractual partner anew.

Section 2 - Offer and conclusion

1. If our contractual partner does not accept our order within 10 days from the date of receipt, we are no longer bound by the order.
2. All our orders, additional arrangements and commitments shall only be binding if given in writing.
3. All agreements between our company and our contractual partner shall be recorded in writing upon contract conclusion. All arrangements - even if only made at a later date - shall only become effective upon our written confirmation; the power of attorney granted to our employees or representatives is restricted in this respect.
4. Commercial letters of confirmation of our contractual partner do not lead to the conclusion of a contract with a content differing from our order and our other written declarations even if we do not object them.

Section 3 - Written form

If the conditions at hand stipulate the written form, it is also adhered to by communicating the respective declarations via fax or e-mail. A written agreement shall also be deemed concluded if our company and our contractual partner submit written declarations with the same content.

Section 4 - Prices, payment

1. The agreed price includes the value-added tax, packaging and delivery free domicile. We are only obliged to return the packaging upon special agreement.
2. We only pay upon receipt of an invoice stating the order number indicated on our order or order confirmation letter.
3. We pay within 14 days after receipt of delivery and proper invoice with a cash discount of 3% or within 30 days from receipt of delivery and invoice without any deductions.

Section 5 - Shipping, documents, goods labelling

1. Unless otherwise agreed, the deliveries of our contractual partner shall be effected free domicile or free destination. Additional remuneration for transport or insurance may only be charged to our company if expressly agreed.
2. Our contractual partner shall immediately provide a shipping advice stating the number of units and weight in duplicate for all consignments.
3. Our contractual partner is obliged to state the order number indicated on our orders or order confirmation letters on all shipping documents, delivery notes and letters.
4. Unless otherwise agreed, our contractual partner shall submit the CE marking, CE declaration of conformity, a technical documentation as well as an operating manual with regard to the delivery of machines, devices or plants. If our contractual partner fails to comply with this obligation or does not fully comply with this obligation, his duty to deliver/perform shall be deemed unfulfilled.

Section 6 - Delivery and passing of risk

In any case, risks concerning the performance and price are only transferred to our company upon receipt of the deliveries and services at our company or a receiving point named by our company.

Section 7 - Delivery dates, delivery schedules, call-offs

1. Agreed delivery dates and periods are binding. The receipt of the goods or services at our company or the receiving point named by our company is decisive for their compliance. Delivery periods start upon receipt of our written order.
2. Our delivery call-offs are binding if our contractual partner does not object them within 10 days after receipt at the latest.
3. If a delivery schedule has been agreed for the delivery of products/parts, our contractual partner shall have available a supply of finished products/parts for a minimum demand of two weeks. Regardless thereof, the quantities to be delivered to our company according to the delivery schedule shall be binding for the period of one month. Furthermore, the quantities stated in the delivery schedule for another two months only constitute planned quantities for our company but they are binding for our contractual partner.
4. Our contractual partner shall notify our company about imminent delivery or service delays stating the reason and expected duration in writing as soon as he has to expect a delay of delivery/service.
5. If the delivery is delayed by more than one month as a result of force majeure, we may withdraw from the contract after the unsuccessful lapse of another period of grace of at least two weeks set by our company.
6. If our contractual partner effects delivery earlier than agreed, we are entitled to return the goods delivered at the expense of our contractual partner. If we decide to keep the goods delivered prematurely, our contractual partner shall bear the risks concerning the performance and price for these goods until their agreed delivery date unless our company is responsible for their loss, destruction or damage. Furthermore, we are entitled to charge our contractual partner storage charges for the goods delivered prematurely and kept by our company to an extent that is customary and adequate among commercial warehouse keepers.

Section 8 - Documents, drawings, illustrations

1. In any case, illustrations, drawings, calculations, technical instructions and other documents provided to our contracting partner for the preparation or execution of a contract remain our property and may not be provided or otherwise made accessible to third parties without our written approval. They shall only be used for production on the basis of the contractual relationship with our company and shall be returned without further request after fulfilment of the contract. They shall be kept secret with regard to third parties.
2. Our contractual partner shall oblige possible subcontractors verifiably and in writing with regard to the preceding No.1.

Section 9 - Quality of goods, quality assurance, obligation to inspect and give notice of defects, liability for defects

1. If our contractual partner is in doubt about the requested quality, dimensions or other characteristics of the delivery or service, he shall immediately get in touch with our company and consult our company in this respect. If our contractual partner is or has to be concerned about the absence of defects and functionality of the planned design, he shall immediately notify our company in writing and consult our company. Deviations from the agreed specifications are only permissible insofar as they have been approved in writing by our company.
2. All deliveries and services of our contracting partner shall comply with the respectively agreed specifications, the state of the art of science and technology, relevant European and German standards, relevant legal regulations and guidelines of authorities, professional associations and trade associations. Deviations thereof are subject to our written approval.
3. We may request modifications of the delivery items pertaining to their construction and execution to the extent reasonable for our contractual partner; consequences with regard to additional or reduced costs as well as delivery dates and periods shall be adequately determined in accordance with Sect. 315, 316 German Civil Code (BGB).
4. Our contractual partner is obliged to inspect the material to be delivered for defects with customary means as part of a delivery check. Consequently, he is responsible for quality assurance.
5. The following is agreed for the restriction of the provisions stated in Sect. 377 German Commercial Code (HGB):

Our obligation to inspect and give notice of defects is limited to checking the goods upon delivery for defects that are obvious and visible on the basis of the delivery notes without further examination, and to give notice of defects identified during such an examination to our contractual partner within a period allowed of 10 working days.

6. In case of faulty delivery or service, our contractual partner shall reimburse the removal and re-assembly costs beyond our legal claims required in order to remove the defective parts after installation and to re-assemble the parts that are free from defects if and when the installation implemented corresponds to the use as intended in the contract and the costs do not constitute costs that would also have been incurred additionally in case of delivery free from defects. We are not only entitled to this claim if we assert claims for defects assuming a fault by the contractual partner but also if we assert supplementary performance, reduction or reimbursement of expenses or withdraw from the contract.

Section 10 - Assignment of claims against third parties

Our contractual partner assigns his claims for performance and his rights and claims against third parties, suppliers or subcontractors due to defects in connection with the production, delivery or service to our company already now. Our contractual partner's own obligations and liability are neither excluded nor limited due to this assignment. However, we are obliged to reassign the respective claims to our contractual partner if and when our contractual partner fulfils the obligations towards our company. We are at any time obliged to make the statements required or reasonable or to offer the required or reasonable cooperation with regard to the assertion or reservation of the assigned claims upon request of our contractual partner towards third parties, suppliers or subcontractors of our contractual partner.

Section 11 - Claims for damages against our company

In any case, claims for damages against our company - regardless for which legal cause - only exist if we or persons whose conduct is attributable to our company are wilful or grossly negligent. This restriction shall not apply in case of the loss of life, physical injury or damage to health and if substantial contractual obligations are violated.

Section 12 - Product liability, liability insurance

1. Our contractual partner shall indemnify our company from all claims for damages that third parties assert against our company on the basis of regulations for unlawful acts, product liability or by virtue of other regulations due to faults or defects with regard to products manufactured or supplied by our company or our contractual partner if such claims would also have been founded against our contractual partner or are only no longer enforceable due to their meanwhile limitation. Under these conditions, our contractual partner shall also indemnify our company from the costs of legal disputes filed against our company due to such claims. If the claims asserted against us are founded or only no longer enforceable due to their meanwhile limitation, a pro-rata indemnification claim of our company against our contractual partner exists, whose extent and amount is determined in accordance with Sect. 254 German Civil Code (BGB). Our possible legal indemnification, expense and damage claims remain unaffected by the preceding provisions.
2. Within the scope of his liability for damage events according to the preceding No. 1, our contractual partner is also obliged to reimburse possible expenses of our company for damage prevention, damage control, damage minimisation or damage repair, particularly for expenses incurred due to or in connection with a product recall. We shall inform our contractual partner about the content and extent of a product recall to be implemented - if possible and reasonable - and give him the opportunity to make a statement. Other legal claims remain unaffected.
3. Our contracting partner shall maintain an adequate liability and product liability insurance for the deliveries and services owed to our company. The minimum amount covered shall be a lump-sum of 6 million euro per personal damage/material damage. The insurance shall also cover the costs and expenses for possible product recalls.

Section 13 - Property rights, non-disclosure

1. Our contractual partner shall guarantee that no rights of third parties, particularly patents, utility models, other property and copy rights are not violated by the goods supplied by him. He shall indemnify us from third-party claims resulting from the possible violation of such rights. Furthermore, he shall bear any costs incurred for our company due to the fact that third parties enforce their claims with regard to the violation of such rights and we defend our company. If we have made a contribution to the violation of such rights, a pro-rata indemnification claim of our company against our contractual partner exists, whose extent and amount shall be determined in accordance with Sect. 254 German Civil Code (BGB).
2. Our company and our contractual partner shall be mutually obliged to treat any commercial and technical details, illustrations, drawings, calculations and other documents, information and data becoming known due to the cooperation and not publicly known in the same way as own trade secrets and to maintain secrecy with regard to third parties. The obligation to maintain secrecy shall also apply after the termination of the respective contractual relationship. Commissioned suppliers and subcontractors shall be accordingly obliged verifiably and in writing.

Section 14 - Conduct of third parties in our enterprise

If employees or agents, suppliers or subcontractors of our contractual partner act in our enterprise in connection with the contractual relationship, our contractual partner shall urge them to comply with the legal professional association and company-related accident prevention regulations as well as the recognised safety-related and occupational health rules as well as our general and special work rules - particularly the smoking and drinking ban. Furthermore, our construction site regulations shall be observed for construction and installation orders. The coordinator for the professional association-related interests stated in our order is in charge during the execution of orders in our plant. If he is prevented, our contractual partner shall request his representative.

Section 15 - Advertising with the business relation

Mentioning our company name or the contractual relationship for advertising purposes, on business letters, customer lists, advertising brochures and other publications is only permissible with our prior written approval.

Section 16 - Customary trade clauses

Customary clauses such as fob, cif etc. apply in accordance with the INCOTERMS of the International Chamber of Commerce in the version valid at the time of contract conclusion.

Section 17 - Data processing

The consent of our contractual partner to process personal data in connection with the business relationship in the data centres of our group of companies in Germany and abroad is considered given upon the conclusion of the contract.

Section 18 - Place of performance, jurisdiction, applicable law

1. The place of performance for all obligations resulting from and in connection with the contractual relationship is Wuppertal, unless otherwise agreed.
2. The exclusive jurisdiction is Wuppertal, however, we are also entitled to take legal action against our contractual partner with any other competent court.
3. The business relationship between us and our contractual partner is exclusively governed by the law applicable in the Federal Republic of Germany excluding the international sale of goods law, particularly the UN Convention on Contracts for the International Sale of Goods and other international agreements on the sale of goods law.