

CONDITIONS OF PURCHASE**I. Scope of Application; Conclusion of Contract**

1. These general terms and conditions of purchase are valid for deliveries and performance of the supplier insofar as no other agreements have been made. Other general terms and conditions of business, in particular general terms and conditions of the supplier do not apply, even if in individual cases they have not been explicitly denied or goods/services have been accepted unreservedly.
2. The following apply in this order:
 - a) Order
 - b) Confirmation of order
 - c) Framework contract
 - d) Our general terms and conditions of purchase
3. Orders and acceptance must take the written form.
4. Oral agreements of any kind are valid only in conjunction with our written confirmation. The written form is acceptable as letter, e-mail and fax.
5. If the supplier does not accept the order within three working days from delivery, we are entitled to cancellation without costs.

II. Delivery; Consequences of Missed Deadlines

1. Agreed deadlines are binding. We must be informed immediately of circumstances which make their adherence impossible or delayed. Decisive for meeting delivery/performance deadline is receipt of the goods or completion of performance on our premises or at the location named in the order ("place of fulfilment").
2. In case of delay with agreed date of delivery/performance, we can - insofar as not explicitly agreed otherwise - require without verification of damages, an inclusive amount for each completed week of delay of 0.5 %, max. 5 % of the total value of the order. Furthermore our legal rights apply. Acceptance of the delayed delivery of goods or performance does not imply waiver of compensation. This must also be paid where no expressed reservation has been given at receipt.

III. Prices; Terms of Payment; Transfer of Risk

1. The price shown in the order is binding. If no extra agreement has been made, the prices include freight costs to the address given in the order and include packaging. The legally required value added tax is not included.
2. Invoices can only be processed if – in accordance with that given in the order – they contain the order number shown as well as any other identification data; the supplier is responsible for all consequences arising from failure to fulfil this obligation unless he verifies that he is not at fault.
3. Insofar as not otherwise agreed, we will pay the purchase price within 14 days of receipt of the goods and invoice with 2% discount or within 30 days net.
4. The supplier bears the risk of accidental destruction and accidental deterioration of the goods up until they are received by us or by our authorised persons at the location where the goods are to be delivered according to order.

IV. Acceptance

In case an official inspection or acceptance of the delivered goods and/or performance of parts of them is stipulated, this shall be done at the facilities of the supplier insofar as no other agreement has been made.

V. Dispatch

1. Notification of dispatch must be given at latest when the consignment leaves the supplier's factory. Consignment notes and package addresses, our destination address, the order number including item number must be given in notifications of dispatch. Consignments for which we are fully or partially liable for freight costs, must be sent using the most favourable freight rates or according to our transport instructions. The transport instructions, particularly the location where the consignment is to be delivered, must be given in the order.
2. To avoid damage in transit due to missing or inadequate securing of the load, the supplier must have the load secured by the carrier when being collected.

VI. Packaging

The supplier is obliged to dispatch the goods manufactured or processed by him only in packaging which in type, form and size are environmentally friendly and which conform to the packaging regulations in their present form as well as all other regulations applicable to packaging of his goods.

CONDITIONS OF PURCHASE**VII. Notification of Defects**

1. Quality and quality deviations are deemed to be notified in any case if we notify the supplier of them within 15 working days from our receipt of the goods. Concealed material defects are in any case deemed to be notified in time if the supplier receives the notification is received within 15 days after the defect has been discovered.
2. Acceptance or approval of patterns or samples does not imply our waiver of guarantee claims.
3. The supplier shall forgo objection on the grounds of delayed notification of defects.

VIII. Liability for Defects

1. The supplier is liable for ensuring that the goods or services are free from material and legal defects at the time of transfer of risk.
2. In case we notify the supplier of the purpose and location of use of the goods he is to deliver, the supplier guarantees the suitability of his goods and services for this use/location.
3. Where a material or legal defect exists, the legal claim based on defects applies in the full form, insofar as no other agreement has been made.
4. We reserve the right in principle to choose the manner of subsequent fulfilment. Should the supplier, after we have requested subsequent fulfilment of contract, not begin with subsequent fulfilment immediately, that is with the correction of defects or replacement delivery, we reserve the right in urgent cases, in particular for averting dangers or for the purpose of avoiding damages, to undertake this ourselves or to assign the undertaking to a third party in the chosen manner of subsequent fulfilment of the contract at the cost of the supplier. We reserve the same right in case of failure or denial of correction of defects or replacement delivery.
5. In case a third party makes claims against us on the grounds that the goods/services of the supplier have infringed his rights, the supplier is obliged to indemnify us from these claims on the initial written demand. The obligation of the supplier to indemnify applies to all expenditure we necessarily incur relating to the claim by a third party.
6. Claims for defects expire – except in cases of fraud – after 60 months, calculated after the date of transfer of risk insofar as no other agreement has been made. In case the supplier fulfils his obligation of subsequent fulfilment by means of replacement delivery, the term of expiry begins again from the date of arrival of the replacement delivery.
7. The supplier is obliged in cases whereby costs are incurred for installation and dismantling as well as for transport to and from the workplace due to defects, to bear these costs, where the defective delivery/service proves to be the cause of these costs.

IX. Documentation

We reserve the right of use of documentation with the performance data where it is part of the delivery and necessary for the contractual use and/or to the legally permissible extent (paragraphs 69 ff copyright laws).

X. Quality Assurance

1. The supplier is obliged to guarantee permanent quality assurance of his goods by application of a suitable quality assurance system, e.g. DIN EN ISO 9001 ff or equivalent and to perform quality inspections and controls as given by us or other equivalents during and after manufacture of his goods. He shall create documentation on these controls.
2. We reserve the right to require verification of the quality assurance system of the supplier and to assure ourselves of the manner of implementation of controls on site and, where applicable also with subcontractors, and to perform an audit in the supplier's company.
3. The supplier is obliged to notify us immediately of any changes in design of his goods or services. Changes require our written agreement.

XI. Requirements for Marketing of Products; Product Liability

1. In case of supply of products which are subject to the application area of the EU internal market directive for initial marketing such as EMV directive etc., the supplier undertakes to observe the decisive health and safety protection requirements and procedures. Insofar as this is required, the supplier must provide a conformity declaration for these products and apply the CE mark.
2. Insofar as the supplier is responsible for damage outside of the goods or services supplied and we are held legally responsible, the supplier is obliged at the first request to indemnify us insofar from claims of a third party for damages, since the cause of the damages lies in the area of responsibility of the supplier and he himself is liable towards third parties.
3. Within the scope of his liability conforming to section XI.2 the supplier is also obliged to reimburse any costs which result from or are associated with a warning or recall action implemented by us. We shall notify the supplier - as far as possible and reasonable - on the content and extent of the action to be undertaken and/or coordinate this with him. Other legal claims regarding production liability remain unaffected.

CONDITIONS OF PURCHASE**XII. Work Safety; Environmental Protection**

1. The supplier must assure that his deliveries and services conform - insofar as we have informed the supplier on the corresponding regulations at this location - to applicable environmental protection, accident prevention and working protection as well as other safety-relevant technical regulations, so that adverse effects on persons and the environment are avoided or reduced. For this purpose the supplier shall install and develop further a management system, e.g. conforming to DIN EN ISO 14001 or equivalent. We have the right, if necessary, to require verification of the management system operated by the supplier as well as to perform an audit on the company's premises.
2. Furthermore, the supplier shall comply with the relevant regulations for disposal of waste and residues and notify us of any product treatment, storage and disposal requirements.

XIII. Confidentiality

1. All business or technical information made available by us (including characteristics which are referred to in provided items, documents or software and other knowledge or experience), insofar as this is not verifiably in the public domain, must be kept confidential toward third parties and access in the supplier's own facilities shall be given only to such persons who must necessarily be involved for supplying us and who are also sworn to confidentiality; they remain exclusively our property. Such information must not - apart from information required for supplying us - be duplicated or used commercially without our written consent. All information originating from us (where applicable including copies or drawings) and items lent or provided by us must be returned to us or destroyed immediately on our request.
We reserve all rights to such information (including copyrights and the right to register commercial property rights, such as patents, utility samples, semiconductor protection etc.). Insofar as we are given access to these by a third party, this reservation of rights applies also in favour of this third party.
2. Products manufactured according to documents created by us such as drawings, models and similar items or according to our confidential data or with our tools or tools made as copies, must be neither used by the supplier himself nor offered to or supplied to a third party. This applies correspondingly to our printing orders.

XIV. German Federal Data Protection Act

We have the right in conformity with paragraphs 28 ff BDSG (German Federal Data Protection Act) to store, send, use, process and delete personal data of the supplier in the course of business transactions. The supplier is hereby informed of this in conformity with paragraph 33 (1) BDSG.

XV. Export Control

1. On request the supplier is obliged to submit supplier declarations which comply with regulation (EG) 1207/2001. He shall provide these in a timely manner, at the latest with acceptance of the order. If long term supplier declarations are used, the supplier must notify us without our request of any changes to the originating status with acceptance of the order. The actual country of origin must in any case be named in the delivery papers, even if no entitlement to preferences exists.
2. The supplier is obliged to notify us of any confidentiality obligations in case of (re-)export of his goods in conformity with German, European, US and other applicable export and customs regulations. For this, the supplier shall give, insofar as this is not already included in his offer, when receiving an order and on every delivery note at the corresponding item position the following information:
 - the AL no. (export list number) as shown in Appendices I and IV of the EG Dual Use Regulation no. 428/2009 in each valid version of Part I of the export list (Appendix AL of German Foreign Trade Regulations),
 - the ECCN (Export Control Classification Number) in accordance with US export law,
 - the trade policy place of origin of his goods and the composition of his good including technology and software,
 - whether the goods have been transported through the USA, manufactured or stored in the USA or manufactured with the aid of US American technology,
 - the statistical goods number (HS code) incl. weight of his goods and
 - a contact person in his company for clarifying any issues we may have.
3. On request the supplier is obliged to notify us in writing of all further foreign trade data associated with the goods and their composition, and to inform us immediately in writing of all changes to the data described in item XV.2.
4. In case of omission or incorrect reporting of the above-mentioned information we have the right to withdraw from the contract irrespective of any other claims.

CONDITIONS OF PURCHASE**XVI. Insolvency of the Supplier**

In case the supplier suspends his payments or application is made by the supplier or one of his creditors for an insolvency procedure on his assets or an equivalent procedure for settlement of debts, we reserve the right, irrespective of our other legal or contractual rights, to cancel the contract with immediate effect, to withdraw from the contract and/or to enter into contracts of the supplier with his subcontractors.

XVII. Compliance

1. The supplier is obliged to comply with each legal regulation on behaviour towards his employees, environmental protection and work safety and to make efforts in his work to reduce negative impact on persons and environment. For this the supplier shall, within the limits of his possibilities, establish and further develop a management system conforming to ISO 14001.
2. In case a supplier repeatedly and/or in spite of a corresponding notification, disobey the law and does not verify that the illegality has been corrected as far as possible and suitable measures have been taken to prevent such disobedience in future, we reserve the right to withdraw from the contract or to terminate it without notice.

XVIII. General Provisions

1. Assignment of claims is excluded unless we have given expressed approval in writing.
2. German law applies to this contract, even for orders given in another country. Application of the UN Sales Convention is excluded.
3. Notwithstanding the destination to where the delivery is dispatched by the supplier, the place of jurisdiction for both parties is the court responsible for our headquarters. We may also litigate at the headquarters of the supplier.
4. In case individual provisions of these General Terms and Conditions of Purchase should be or become completely or partially invalid, the effectivity of the remaining provisions remains unaffected.