

PURCHASING CONDITIONS

1. Application

- 1.1 Only the following purchasing conditions apply to our orders and contracts. Changes and additions as well as supplier's sales conditions that differ from the purchasing conditions below only apply if we expressly confirm these in writing. Otherwise terms to the contrary are expressly excluded. If special conditions are agreed in exceptional cases, then these purchasing conditions will apply in a subordinate and complementary manner.
- 1.2 These general purchasing conditions also apply to all future orders and contracts, even if no specific reference is made to them in some cases.

2. Offer

- 2.1 The offers must correspond to our enquiries in all points. Any discrepancies must be expressly pointed out in your offer. If drawings or specifications are passed onto the supplier for the purpose of submitting an offer or manufacturing an article, then these remain our property and must be given back on request.

The offer is made free of charge and without obligation for us. The use of our enquiries and purchase orders as well as the existing business relations for advertising purposes is only permitted with our written consent.

3. Purchase order

- 3.1 Only purchase orders sent in writing are binding. We are only bound by verbal agreements if they are confirmed in writing. The supplier must consider the full content of the purchase order as a trade secret and treat it confidentially. The supplier is liable for any losses incurred by us from a breach of the above-mentioned obligation.

4. Delivery

- 4.1 Part deliveries must be agreed to in any case.
- 4.2 The complete delivery must be made by the agreed deadline, which is binding. Delivery delay begins automatically after the agreed deadline expires. If the agreed deadline is not kept due to circumstances for which the supplier is responsible, we are entitled, without prejudice to further statutory claims, to choose to withdraw from the contract or ask for compensation due to non-performance. The supplier must compensate for all additional costs or other losses incurred by late deliveries or performances. The acceptance of late delivery or performance does not waive our right to compensation.
- 4.3 In case of repeatedly missed deadlines and repeatedly defective delivery or performance, we are entitled, without prejudice to our further claims, also with regard to deliveries not yet due or not yet made from successive delivery contracts or from other agreements, to fully or partly withdraw from the contract.
- 4.4 Foreseeable missed deadlines and their causes shall be advised to us in good time before the delivery time expires.
- 4.5 Operating problems, strikes and other unforeseeable circumstances, as well as cases of force majeure, release us from the obligation to accept delivery and entitle us to withdraw from the contract.

5. Inspection / deadline monitoring

- 5.1 In each case we reserve the right to check the production status and carry out a quality inspection at the manufacturer's premises, even if this is not expressly noted in the purchase orders. Each party bears its own costs. If one party asks for an impartial third party to be involved, then it must bear the costs for this.

6. Payment terms

- 6.1 Payment is made by the method agreed with the supplier.
- 6.2 If warranty claims are notified against the supplier within the time allowed for payment, the time allowed for cash discount begins once the replacement delivery or repaired goods are received.
- 6.3 This applies in the same way for deliveries subject to complaint, as well as faulty or late received material and inspection certificates and other documentation.
- 6.4 In case of early delivery, the invoice will be made out for the agreed delivery date.

7. Guarantee

- 7.1 The supplier guarantees that its delivery or service has the ensured properties, meets the accepted regulations and latest technology, is not afflicted with faults that outweigh or reduce the value and the capability for normal use or the use assumed when the purchase order was placed.
- 7.2 The guarantee period is 24 months and starts on the day of acceptance or when the delivery is received by us.
- 7.3 Notices of defects are deemed to be raised in time if externally visible defects are notified within two weeks of receipt of the delivery/service, other defects within two weeks after being discovered by us or advised by our customers.
- 7.4 Likewise, the supplier must rectify hidden defects, particularly those occurring within 24 months in cast products, at its own costs or replace the work piece.
- 7.5 The supplier must immediately rectify defects, for which it is liable, at its own costs.
- 7.6 If the supplier, particularly in cases of late delivery, does not meet its guarantee obligations straight away, for the purposes of limiting our loss we are entitled, instead of redhibition or price reduction, to replace or repair faulty parts at the supplier's expense.
- 7.7 If the supplier is ultimately unable to rectify the defect after a reasonable period has expired, we can demand redhibition and/or compensation.

8. Order documents / means of production

- 8.1 All documents such as drawings, plans, calculations etc., as well as means of production such as models, samples, gauges etc., which are provided by us or produced by the supplier according to our specifications, must not be passed onto third parties nor sold or pledged to these, or used for third party orders.

9. Inspection certificates and documentation

- 9.1 The inspection certificates and documentation stipulated in the purchase order are fixed parts of the contract. The contract is only finally fulfilled once these documents are completely submitted and meet the DIN or order specifications in all points.

10. Shipping

- 10.1 Shipping must be done by the most cost-effective shipping method, as long as nothing else is agreed. The supplier bears the risk of conveyance irrespective of the pricing terms.
- 10.2 Transport insurance is taken out by the supplier, as long as nothing else is agreed.

11. Product liability

- 11.1 The supplier indemnifies us from all claims that are brought against us by our customers, as long as they rely on the terms of the product liability law and relate to goods delivered to us by the supplier.

12. Property rights / patents / copyrights

- 12.1 The supplier is liable for any breach of patents or third party property rights caused by the delivery and use of the objects offered. It must indemnify us from possible third party claims in this respect.

13. Place of performance and jurisdiction

- 13.1 The place of performance for deliveries/services is the place of reception nominated by us, for payment it is Mülheim an der Ruhr.
- 13.2 The place of jurisdiction for both contractual parties is Mülheim an der Ruhr.
- 13.3 Only internal German law applies therefore, as is the case between German contractual partners. The uniform law on the sales of international goods does not apply.

14. Final condition

- 14.1 If individual parts of the above conditions are ineffective or excluded by a special agreement, this shall not infringe on the effectiveness of the remaining conditions.

We only accept visits by representatives after making an appointment in advance.

Destination station for piece goods / express goods by railway:

Mülheim an der Ruhr Hbf

Delivery by truck:

45478 Mülheim an der Ruhr, Ruhrorter Straße 45

Goods entries accepted:

Monday to Thursday 7.30 am – 3.30 pm

Friday 7.30 am – 1.00 pm