

General Terms and Conditions of Purchase

I. Order Confirmation

The order is to be confirmed straight away and it is to be accepted as we have placed it. If the Seller has terms and conditions of supply which contradict our terms and conditions of purchase his terms and conditions of supply shall not apply.

II. Price basis

Goods have to be supplied at the prices agreed beforehand. If, in exceptional cases, the prices have not been agreed and fixed when an order is placed, we are to be notified of them immediately. In this case we shall reserve the right to confirm an order on a final basis. All prices are to be invoiced carriage-free and free of incidental charges. Consignments must be sent to us postage paid. Packing must not be charged. If the Seller expressly requests that the packing is returned, we shall return it freight forward and free of charge for us. Parcel post packing is to be included in the price.

III. Delivery period

Very close attention is to be paid to the prescribed delivery dates. Noncompliance with the delivery dates shall entitle us to withdraw from the purchase contract, as far as it is fulfilled, without setting a subsequent period, and to be more precise, even in those cases in which we have previously accepted a late delivery without reservation. On the other hand, we shall still be entitled to a delivery or to compensation for damages without a separate declaration to this effect being required. We are to be notified immediately of delays occurring once the Supplier becomes aware of them. He must notify us of the reasons for, and the probable duration of, the delay. Additional freight costs and expenses incurred as a result of a late delivery shall be charged to the Supplier. Any rescheduling which may become necessary for unit quantities which have been ordered has to be taken into account and obeyed, in particular in those cases in which conditions in the market or economy or other unforeseen conditions force us to make changes. We shall in each case reserve the right to make a decision about acceptance or rejection of early deliveries or over-deliveries.

IV. Dispatch

The order number is to be quoted in the shipping documents, invoices and all correspondence. In addition to this they must state whether the consignment is a part consignment or outstanding deliveries. A completed delivery note with precise information is to be sent out in advance of every consignment.

V. Warranty and Acceptance

A full warranty is to be furnished that the goods will be in perfect condition (The Supplier cannot refuse to accept liability for subsequent damage). Should we incur costs for refinishing work as a result of the work not being carried out properly, we shall consequently have to invoice the Supplier for them. Units which are not in perfect condition are to be replaced or returned for a credit as we choose. The Supplier shall have to bear any costs incurred as a result. This shall also apply in particular for goods in which any defects there may be cannot be identified immediately or if their proper serviceability cannot be determined immediately following delivery. The goods shall only be taken over after it has been ascertained that they comply with the statutory requirements. We shall not accept any set periods of time within which we are supposed to lodge a complaint. In other respects the statutory regulations shall apply.

VI. Terms of payment

Within 10 days to qualify for a discount of 3%, within 30 days straight net unless agreed otherwise.

VII. Place of fulfillment and place of jurisdiction

The place of fulfillment for delivery and payment shall in both instances be Schorndorf.

VIII. Special terms and conditions

The models, dies, punches, tools drawings etc. required to carry out our orders may only be used for deliveries to us. They must not be passed out to third persons without our consent for view or for disposal as they see fit.

IX. Safety regulations

The parts and plant supplied to us must comply with the accident prevention regulations, safety at work regulations, generally recognized and occupational health regulations.

Furthermore all laws applicable in Germany must be followed. This includes too the unrestricted abidance of the minimum wage law which came into effect on January 1st, 2015.

Preferential terms

The Supplier shall undertake to grant us the most preferential treatment for all consignments with regard to price and all other preferential treatment, in such a way so that the Supplier shall have to grant us the same low prices and preferential conditions for the same type of supplies, regardless of the quantity to be supplied, as agreed with third parties. To this end the Supplier shall have to notify us without being requested to do so of the most preferential price costings and terms and conditions in each case. The preferential treatment shall apply irrespective of the agreements made with us at that point in time, when they shall apply for the third party.

XI. Consignments supplied by sub-suppliers

The order is only placed subject to the condition that upon request by us sub-suppliers supply us direct with spare parts and accessories and that the Seller does not gain any advantage directly or indirectly from such transactions between ourselves and the sub-suppliers.