

## 1. General – Scope of validity

**1.1** Our conditions of purchase apply exclusively: we shall not recognise conditions of the Supplier which conflict with or deviate from our conditions of purchase unless we have explicitly approved their validity in writing. Our conditions of purchase shall apply even if we unconditionally accept the Supplier's delivery while being aware of conditions of the Supplier which conflict with or deviate from our conditions of purchase.

**1.2** All agreements reached between us and the Supplier for the purpose of the execution of this Agreement must be put into writing in this Agreement.

**1.3** Our conditions of purchase only apply with respect to companies.

**1.4** All orders, particularly those made orally, will be confirmed by an SAP order form.

## 2. Tender – Tender documentation

**2.1** The Supplier is obligated to accept our order within a period of one week by sending a confirmation.

**2.2** We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written permission. They may only be used for manufacture based on our order; after processing the order they must be returned to us without further request. During a prolonged ongoing business relationship, the drawings can remain with the Supplier because we expressly point out that we are entitled to demand their return at any time. They must be kept secret from third parties; the provision under Section 9, No.4 applies additionally in this respect.

## 3. Prices – Terms of payment

**3.1** The price stated in the order is binding. In the absence of written agreement to the contrary, the price includes delivery „free domicile“, including packaging. The return of packaging requires a separate agreement.

**3.2** The statutory value added tax must be declared.

**3.3** We can only process invoices if, in accordance with the guidelines in our order, they state the order number, item number, etc. quoted in our order, as well as all subsequent deductions, e.g. cash discount, rebate and other dispositions. Invoices must comply with the statutory requirements. In particular, the Supplier must state the country of origin of the goods delivered. All information required by law must be present in particular. Otherwise, we shall reject invoices. The Supplier shall be responsible for all consequences emerging as a result of failure to comply with this obligation, unless it proves that it is not responsible for them. In particular, we are entitled to compensation by way of credit notes.

**3.4** Unless agreed otherwise in writing, we shall pay the purchase price within 14 days, counted from delivery and receipt of invoice, with 3% cash discount or within 30 days from receipt of invoice net.

**3.5** We are entitled to set-off rights and rights of retention to the extent permitted by law.

## 4. Delivery time

**4.1** The delivery time stated in the order is binding.

**4.2** The Supplier is obligated to inform us in writing without delay if circumstances occur which result in the delivery time being unable to be met or become apparent to it.

**4.3** In cases of delays in delivery, we are entitled to the statutory claims. If the Supplier falls behind schedule with the delivery, we will charge 20% of the net order value of the non-delivered goods per calendar week or part thereof as a contractual penalty. The assertion of further claims for damages remains unaffected. The contractual penalty shall be set off against any claims for damages. In particular, we are entitled to claim damages in place of performance and withdrawal after an appropriate time limit has expired without results. If we claim damages, the Supplier also has the right to prove that it is not responsible for the breach of obligation.

**4.4** If we accept a delayed delivery without reservation, this shall not be interpreted as a waiver of the above claims.

## 5. Delivery

**5.1** Unless otherwise agreed in writing, delivery shall take place free domicile. Unless otherwise agreed, the Incoterms 2010 DDP shall apply.

**5.2** The Supplier is obligated to quote our order number accurately on all shipping documents and delivery notes; if it fails to do this, we shall not be responsible for delays in processing.

## 6. Investigation of defects – Liability for defects

**6.1** We are obligated to check the goods within an appropriate period for possible quality or quantity deviations; the notification of a defect is regarded as being on time if it is received by the Supplier within a period of five working days, counted from receipt of goods or, in the case of hidden defects, from discovery.

**6.2** We are entitled to the statutory claims for defects without restrictions; in any case we are entitled to demand remedy of the defects or delivery of a new item from the Supplier, at our discretion. The right to compensation for damages, in particular for damages in lieu of performance, remains expressly reserved.

**6.3** We are entitled to remedy the defect ourselves, at the Supplier's expense, if there is imminent danger or if there is a particular requirement for urgency.

**6.4** The limitation period is 36 months, counted from the transfer of risk.

## 7. Product liability – Release – Liability insurance

**7.1** If the Supplier is responsible for a product defect, it is obligated to release us from third-party claims for damages at the first request.

**7.2** Within the scope of its liability for cases of damage according to Section 1, the Supplier is also obligated to reimburse any expenses which result from or in connection with a product recall carried out by us in accordance with §§ 683, 670 BGB (German Civil Code) and in accordance with §§ 830, 840, 426 BGB. We will inform the Supplier about the content and extent of the recall measures and give it the opportunity to comment, as far as this is possible and reasonable. Our other statutory claims remain unaffected.

**7.3** The Supplier is obligated to take out product liability insurance with a sum insured of € 5 million per personal injury or damage to property, payable as a lump-sum; if we are entitled to other claims for damages, these remain unaffected.

**7.4** The Supplier assures that the delivered goods comply with all legal requirements and, for example, meet the requirements of the REACH regulation.

## 8. Industrial property rights

**8.1** The Supplier is responsible for ensuring that no third-party rights are infringed in connection with its delivery within the European Union and the United States of America.

**8.2** If claims are made against us by a third party for this reason, the Supplier is obligated to release us from these claims at the first written request; we are not entitled to make any arrangements with the third party, particularly by coming to a compromise, without the approval of the Supplier.

**8.3** The Supplier's release obligation relates to all expenses necessarily incurred by us through or in connection with the claim by a third party.

**8.4** The limitation period is ten years, counted from conclusion of the Agreement.

## 9. Reservation of title – Provision – Tools – Non-Disclosure

**9.1** We reserve the title to parts which we provide to the Supplier. Conversion or alteration by the Supplier is carried out for us. If our reserved goods are converted or altered with other objects not belonging to us, we shall acquire the joint ownership to the new item in the proportion of the value of our item (purchase price plus VAT) to the other converted or altered objects at the time of conversion or alteration

**9.2** If the item provided by us is inextricably combined with other objects not belonging to us, we shall acquire the joint ownership to the new item in the proportion of the value of the reserved item (purchase price plus VAT) to the other combined objects at the time of combination. If combination takes place in such a way that the Supplier's item is to be regarded as the main item, it applies as agreed that the Supplier shall assign proportional joint ownership to us; the Supplier holds the sole ownership or the joint ownership for us.

**9.3** We reserve the title to tools; the Supplier is obligated to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier is obligated to insure the tools belonging to us at replacement value against damage from fire, water and theft. At the same time, the Supplier hereby assigns all claims for damages from this insurance to us; we hereby accept the assignment. The Supplier is obligated to carry out any necessary maintenance and inspection work, as well as all servicing and overhauling work promptly and at its own expense. It must immediately notify us of any malfunctions; should it culpably fail to do so, then claims for damages remain unaffected.

**9.4** The Supplier is obligated to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. It may only disclose them to third parties with our express permission. The non-disclosure obligation also applies after execution of this Agreement; it expires if and to the extent to which the manufacturing knowledge contained in the relinquished illustrations, drawings, calculations and other documents has become generally known.

**9.5** If the security interests to which we are entitled in accordance with para. (1) and/or para. (2) exceed the purchase price of all of our reserved goods which have not yet been paid by more than 10 %, we are obligated to release the security interests at the Supplier's request at our discretion.

## 10. Place of jurisdiction – Place of performance – Applicable law

**10.1** If the Supplier is a trader, our place of business is the place of jurisdiction; however, we are also entitled to bring claims against the Supplier in the court at its place of domicile.

**10.2** Supplier in the court at its place of domicile. Unless stated otherwise in the order, our place of business is the place of performance.

**10.3** The legal relationship is governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN CISG).

## 11. Miscellaneous

**11.1** The Supplier assures that its delivery or other services are consistent with international law and the United Nations Charter and in particular that production does not take place using child labour or in another exploitative way. If the Supplier acts contrary to its assurance, we are entitled to declare our withdrawal from and/or termination of the Agreement with immediate effect.

**11.2** Should one or several of the above conditions be or become ineffective or contain a loophole, the remaining conditions shall remain unaffected. In such a case, the contracting parties shall be obliged to replace an ineffective condition with an effective condition which most closely reflects the economic purpose of the ineffective condition. This shall also apply to the filling of any unintentional loopholes.

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☎ +49 (0)23 57 9 07-0  
☎ +49 (0)23 57 9 07-1 89  
info@alberts.de  
www.alberts.de