1. Applicable Terms

1.1 The legal relationship between the Purchaser and the Vendor shall be governed exclusively by these Purchase Conditions, provided however, that the Parties may agree on additional or deviating terms in writing.

1.2 These Purchase Conditions are applicable without reservation or of other services (in the following together “goods” or “delivered goods”) as well as any payment made without express objection by the Purchaser shall not be construed as consent to deviating or conflicting terms.

1.3 These Purchase Conditions shall also apply to all future legal relationships between the Purchaser and the Vendor.

2. Purchase Contract

2.1 All purchase contracts (orders and acceptances), call-offs of deliveries and all other declarations in connection with the respective delivery shall be made in writing. Call-offs of deliveries can also be made in text form (inter alia telex, email).

2.2 If the Vendor does not accept an order within one week of receipt thereof, the Purchaser may revoke his order. Call-offs of deliveries shall be confirmed with undue delay and shall be binding at the latest after the Vendor has not objected to them within one week of receipt.

2.3 In so far as this is reasonable for the Purchaser, the Vendor may demand changes to the goods with regard to cost and delivery date in case the consequences, in particular any increase and decrease of costs as well as delivery dates, shall be agreed upon in a reasonable manner.

2.4 The Vendor may use subcontractors for the entire or material parts of the production only with the express prior written consent of the Purchaser.

2.5 Instead of the agreements upon delivery schedules and/or quantity frameworks for the future, the Purchaser shall only be obliged to purchase the quantities scheduled for the respective following calendar month. This purchase obligation shall be fulfilled through orders according to Sec. 2.1. The Vendor may make arrangements for stockpiling, result from these delivery schedules and/or quantity frameworks for a maximum of six months. The Vendor shall automatically take into account changes to the delivery schedules and/or quantity frameworks in production plans and arrangements for stockpiling.

3. Prices, payments, assignment

3.1 The prices agreed upon are fixed prices and include all incidental services, unless expressly otherwise provided in writing.

3.2 Unless expressly otherwise provided in writing, all prices shall be “DDP” (incoterms 2010) to the Purchaser’s designated place or the agreed destination. Packages included in the price shall be sent under “DAP”. Should packages be delivered under “DDP”, the respective part of the price for once, Purchaser shall not be obliged to pay for remuneration for it. Vendor may ask for return of heat or its elements.

3.3 Invoices shall be executed in two copies and shall include the order number, Vendor number and Purchaser’s article number.

3.4 Unless otherwise expressly agreed in writing, payment shall be made upon receipt of satisfactory delivery as well as receipt of the invoice, at the Purchaser’s discretion, either within 14 days less 3 % discount or within 90 days without any deduction.

3.5 The assignment of Vendor’s payment claims and their collection through third parties require the prior written consent of the Purchaser which may not be unreasonably withheld.

4. Delivery

4.1 Unless expressly otherwise agreed in writing, deliveries shall be made “DDP” (incoterms 2010), i.e., the passing of risk occurs upon handing over at Purchaser’s designated place or the agreed destination.

4.2 In the case of this consequence, in particular any increase and decrease of costs as well as delivery dates, shall be agreed upon in a reasonable manner.

4.3 If delivery shall not be made within the time of due date, the Vendor shall be entitled to a penalty in the amount of 1 % of the delivery value per week commenced in which the Vendor is in delay with the delivery, provided that the maximum penalty shall amount to 5 % of the delivery value.

4.4 If the Vendor does not accept delivery without undue delay and shall be binding at the latest after the Vendor has not objected to them within one week of receipt.

4.5 In so far as this is reasonable for the Purchaser, the Vendor may demand changes to the goods with regard to cost and delivery date in case the consequences, in particular any increase and decrease of costs as well as delivery dates, shall be agreed upon in a reasonable manner.

4.6 The Vendor may use subcontractors for the entire or material parts of the production only with the express prior written consent of the Purchaser.

5. Delivery terms

5.1 Delivery times and dates agreed upon are binding. The receipt of the goods at the Purchaser’s plant or the agreed destination shall be relevant with regard to the compliance with delivery times and dates.

5.2 If the Parties do not agree on an “DDP” for deliveries, the Vendor shall prepare the goods for delivery in time in taking into account the usual times for loading and shipping.

5.3 The Vendor shall inform the Purchaser without undue delay in writing in case circumstances occur or become apparent due to which the agreed delivery dates and times cannot be met.

6. Delay of delivery, force majeure

6.1 The Purchaser is entitled to a penalty in a amount of 1 % of the delivery value per week commenced in which the Vendor is in delay with the delivery, provided that the maximum penalty shall amount to 5 % of the delivery value.

6.2 In the case of this consequence, in particular any increase and decrease of costs as well as delivery dates, shall be agreed upon in a reasonable manner.

6.3 If the Vendor does not accept delivery without undue delay and shall be binding at the latest after the Vendor has not objected to them within one week of receipt.

6.4 In so far as this is reasonable for the Purchaser, the Vendor may demand changes to the goods with regard to cost and delivery date in case the consequences, in particular any increase and decrease of costs as well as delivery dates, shall be agreed upon in a reasonable manner.

6.5 Unless expressly otherwise agreed in writing, payment shall be made upon receipt of satisfactory delivery as well as receipt of the invoice, at the Purchaser’s discretion, either within 14 days less 3 % discount or within 90 days without any deduction.

6.6 The Purchaser may claim a handling fee in the amount of EUR 100 for each warranty case. Purchaser may furthermore claim fixed charges per hour for other operating expenses. The Vendor may prove that the Purchaser’s actual costs of handling the warranty case exceed this amount.

6.7 The Vendor shall be liable for claims due to the violation of third party rights including claims for, and US-American export control regulations.

6.8 The Vendor is obliged to enter into a reasonable product liability insurance including coverage for product defects, if any, for the respective goods in his offers and bills. Such notes shall include particular but limited to the expert list number, according to Annex A1, to the German Foreign Trade and Payments Regulation (“Aussenwirtschaftsfreiwilligung”) as well as the respective ECN number according to the US Export Administration Regulations if US goods are concerned.

6.9 The Vendor hereby indemnifies the Purchaser internally against all damages which the Purchaser may suffer due to the Vendor’s violation of the foregoing obligations.

6.10 The Security of the International Supply Chain

6.11 The Vendor must be an Authorized Economic Operator and prove this through the AEO Certificate.

6.12 Insofar as the Vendor is not an Authorized Economic Operator he undertakes to ensure the requirements laid down in the Security Declaration (Annex A2) as well as to lodge his or her Security Declaration with the Purchaser. The Purchaser shall use the Security Declaration for the fulfillment of delivery contracts and shall handle them with the due care of a prudent business man, in particular the Vendor shall ensure Security Tools at his own cost against damages by fire, water, and theft, and shall carry out maintenance and inspection in due time.

6.13 Any time, upon Purchaser’s request for which he needs no reason, Production Tools shall be returned to the Purchaser without undue delay. The Vendor’s right of retention due to outstanding payments for Production Tools purchased or manufactured and/or transported remains unaffected.

6.14 Production Tools which remain with the Vendor after delivery of the last goods produced therewith may only be delivered after prior written consent by the Purchaser. The Vendor may demand that the Purchaser takes back the remaining Production Tools.

6.15 Export Control

6.16 The Vendor undertakes, vis-à-vis the Purchaser, to adhere to all as well as applicable European and US-American export control regulations.

6.17 Furthermore, the Vendor undertakes to renounce, with prior request, export approval requirements according to German, European and US-American law, if, for his respective goods in his offers and bills. Such notes shall include particular but limited to the expert list number, according to Annex A1, to the German Foreign Trade and Payments Regulation (“Aussenwirtschaftsfreiwilligung”) as well as the respective ECN number according to the US Export Administration Regulations if US goods are concerned.

6.18 The Security of the International Supply Chain

13.1 The Vendor is entitled to submit as an Authorized Economic Operator and prove this through the AEO Certificate.

13.2 Insofar as the Vendor is not an Authorized Economic Operator he undertakes to ensure the requirements laid down in the Security Declaration (Annex A2) as well as to lodge his or her Security Declaration with the Purchaser. The Vendor shall use the Security Declaration for the fulfillment of delivery contracts and shall handle them with the due care of a prudent business man, in particular the Vendor shall ensure Security Tools at his own cost against damages by fire, water, and theft, and shall carry out maintenance and inspection in due time.

13.3 The current version of the Security Declaration can be downloaded from the following website of the European Union:


14. Confidentiality

14.1 The Parties will maintain strict confidentiality for all non- evident operational and technical information exchanged between them.

14.2 Production Tools, drawings, outlines, construction data and similar objects may not be provided or otherwise made accessible to unauthorized third parties; they may only be provided to subcontractors after agreement on corresponding confidentially obligations. Copying such objects is only permitted within the scope of operating requirements and copyright law.

14.3 The Parties may only advertise their relationship to the respective other Party after prior written consent of the other Party.

15. Declaration of Compliance

15.1 The Vendor warrants the compliance with following principles:

- adherence to human rights,
- prohibition of child and enforced labor,
- observance of applicable laws about the protection of personnel, data, environment and occupational safety,
- prohibition of child and forced labor,
- observance of applicable laws.

15.2 Production Tools which remain with the Vendor after delivery of the last goods produced therewith may only be delivered after prior written consent by the Purchaser. The Vendor may demand that the Purchaser takes back the remaining Production Tools.

16. Final provisions


16.2 The “place of fulfillment” of delivery shall be the place of the Vendor’s performance in the case of delivery under an insured license within the European Union. Vendor may invoice and sell costs in a separate insurance contract. Proof of such insurance shall be provided by the Purchaser upon request. Any further claims of the Purchaser remain unaffected.

16.3 The statute of limitations for defects as to quality and defects of title is 24 months after passing of risk. For the US, Canada and Puerto Rico, the warranty period is 48 months or 60,000 miles (US), depending on which case results in the shorter term. At the end of the warranty period, the Purchaser retains title in the delivered goods until full payment of the delivery but permits further processing and sale within the course of ordinary business.

16.4 The Parties provided the Purchaser to for purpose of fulfillment of the contract (“Supplies”) remain in the Purchaser’s ownership and may only be used as contractually agreed.

16.5 The Vendor undertakes to enforce the requirements laid down in the Security Declaration (Annex A2) as well as to lodge his or her Security Declaration with the Purchaser. The Vendor shall use the Security Declaration for the fulfillment of delivery contracts and shall handle them with the due care of a prudent business man, in particular the Vendor shall ensure Security Tools at his own cost against damages by fire, water, and theft, and shall carry out maintenance and inspection in due time.

16.6 Any time, upon Purchaser’s request for which he needs no reason, Production Tools shall be returned to the Purchaser without undue delay. The Vendor’s right of retention due to outstanding payments for Production Tools purchased or manufactured and/or transported remains unaffected.

16.7 Production Tools which remain with the Vendor after delivery of the last goods produced therewith may only be delivered after prior written consent by the Purchaser. The Vendor may demand that the Purchaser takes back the remaining Production Tools.