

I. General information, scope of contract

1. Our conditions for purchasing shall apply exclusively, we do not accept contractors' conditions contrary or differing from our conditions for purchasing unless their validity is expressly agreed to in writing. Our conditions for purchasing shall apply as well if we should accept contractors' delivery unconditionally and fully aware of conditions contrary or different.
2. All agreements concluded between our company and contractor in order to fulfil this contract have to be put into writing within this contract.
3. Our conditions for purchasing shall apply only to contractors according to § 24 AGBG.
4. Our conditions for purchasing shall apply also for all future contracts with the contractor.

II. Bidding, bidding documents

1. The contractor is bound to accept our order within a period of fifteen days.
2. We reserve intellectual property right and copy right of illustrations, designs, calculations and other documents, access to third parties is restricted unless we consent in writing explicitly. All these documents are to be used exclusively for manufacturing based on our order. After processing of order account, all documents have to be returned to us without request or delay. The contractor is subject to non-disclosure against third parties, hereto § 9.4 shall apply amendatory.

III. Prices, terms of payment

1. The price shown in the order is binding. For want of written agreement notwithstanding the price includes free delivery including packing. Returning the packing has to be agreed upon separately.
2. The price includes legal sale taxes.
3. Invoices should clearly indicate – according to the specification of our order – the disclosed order number, otherwise we shall not be able to handle it. The contractor is responsible for consequences in case he breaks this condition unless the demonstrates being not responsible for it.
4. The price will be paid by us within fourteen days less 2 % cash discount, effective from delivery and invoice receipt, or within 30 days from invoice receipt net, if not agreed upon otherwise in writing.
5. We are entitled to rights of charging and deduction on legal scale.

IV. Time of delivery

1. Time of delivery is binding as specified within the order.
2. The contractor has to inform us in writing without delay if altering circumstances should occur or if it can be foreseen by the contractor, that he shall not be able to meet the delivery date.
3. We are entitled to claims under law in case of delaying of delivery, in particular we are entitled to claims of damages for non-performance after having conceded to an effect less extension of time,.

V. Transfer of perils, documents

1. Delivery has to take place free to the door if not agreed upon otherwise in writing.
2. The contractor has to indicate exactly our order number on all shipping papers and bills of delivery. We are not responsible for delays in handling arising of the contractors' neglect as to indicating the order number.

VI. Analysis of defects, warranty

1. We are bound to check differences of quality and quantity of the contracted goods within a reasonable period. Notice of defects at contractor's receipt is considered reasonable within five working days ex goods received. Notice of hidden defects is considered to be in time ex discovery.
2. We are entitled to legal warranty claims without cuts. Independent of legal warranty claims, we are entitled to claims of remedy of defects or to compensation delivery at our own option. In this case the contractor is responsible for all necessities regarding remedy of defects or compensation delivery. Explicitly right is reserved to claims of damages, especially of damages for non-performance .
3. Warranty period shall be 24 months ex transfer of perils.

VII. Product liability, release, third party liability insurance

1. As far as the contractor is responsible for product defects, the contractor is bound to release us of claims of remedy of third parties on first demand insofar the liability originates in the contractor's domain of organisation and the contractor has to sustain exterior liability himself.
2. Within the liability for damages under 1. the contractor is bound to reimburse any expenses resulting from a call-back according to §§ 683, 670 BGB (German law)

as well as according to §§ 830, 840, 426 BGB (German law). We will inform the contractor of content and range of implementing a call-back as far as possible and reasonable in order to allow the contractor to comment. Other legal claims will remain unaffected.

3. The contractor bounds himself to keep a product liability, contractual amount covering € 5 Mio. per bodily injury/property damage– flat. The right to additional compensation claims remains unaffected.

VIII. Trademark rights

1. The contractor is responsible that in connection with contractor's delivery any rights of third parties will not be violated within the range of Federal Republic of Germany.
2. The contractor is bound to release us of claims of third parties against us under (1.)on our first written demand. We are not entitled to make agreements with third parties on that account without consent of the contractor, in particular we are not entitled to make a compromise.
3. Contractor's liability to release refers to all expenses necessarily resulting from or related with claims of third parties.

IX. Retention of title, Supply, Tools, Secrecy

1. Supply of tools to the contractor does not affect our retention of title. The contractor provides processing and modification for us. We acquire joint ownership of modified goods in relation to the value of our parts(purchase price plus legal sales taxes) against the value of the other parts during processing. if our goods under retention of title are processed together with items not owned by us..
2. In case of the item supplied by us being mixed inseparably with parts not owned by us, we acquire the joint ownership of the new item in relation to the value of the item under retention of title (purchase price plus legal tax sales) against other mixed parts at the time of mixing. In case the item of the contractor is to be regarded as main issue by the way of mixture, it is agreed upon that the contractor transfers the right to joint ownership to us pro rata; the contractor shall keep the right of property or the right of joint ownership for us.
3. We reserve the retention of title for tools. The contractor is bound to apply the tools exclusively for the manufacturing of items ordered by us. The contractor is liable to effect insurance for replacement value of tools owned by us against fire, water and crime. Concurrently the contractor transfers the title to insurance benefits to us by now, we hereby accept the transfer. The contractor is responsible to attend to, to inspect, to maintain and to repair our tools if necessary, in time and at his own expense. The contractor has to notify us of possible incidents. We reserve damage claims at wilful non-disclosure.
4. The contractor is bound to strict secrecy regarding all illustrations, designs, calculations and other documents and information. Disclosure against third parties needs our explicit assent. Obligation of secrecy shall apply even after processing of this agreement, it shall expire if and as far the Know-How of surrendered illustrations, designs, calculations and other documents has become common knowledge.
5. Should security interests under Abs. 1 and/or Abs. 2 exceed the purchase price of all our goods under retention of title over 20% , we are obliged to release security interests at contractors' request at our own option..

X. Place/Court of jurisdiction, place of performance

1. The contractor being merchant who has been entered as such in the commercial register, our business location is Place/Court of jurisdiction. We are entitled to sue the contractor at his own location as well.
2. Place of performance is our location of business if not agreed upon otherwise within the order.