I. Scope

1. The conditions of purchase below shall be exclusively applicable to orders. The Supplier's terms and conditions deviating from or supplementing the terms of purchase shall be non-binding on the Purchaser even if the Purchaser fails to object or if the Supplier states that it is only willing to supply under its terms and conditions. Even if supplies or services are accepted without express objection, this shall not alter the Purchaser's recognition of, or consent to, the Supplier's terms and conditions. If the Supplier is not in agreement with the above handling, it must immediately point this out in a special letter. We reserve the right to rescind the contract in such case.

2. Deviations from these conditions shall require the express written consent of the Purchaser, confirmation or execution of the order without any objections shall be deemed acknowledgement of these Terms and Conditions of Purchase.


II. Conclusion of Contract, Amendments

1. Enquiries and offers shall always be free of charge and non-binding for the Purchaser; otherwise relevant notification must be made prior to preparation.

2. Orders shall require written form. Oral agreements shall only be binding if they are confirmed in writing by the Purchaser.

3. The Purchaser may request compensation if the Supplier fails to provide the goods or services in accordance with the contract after fruitless attempts at delivery. The Purchaser shall be entitled to lump-sum compensation in the amount of 1 per cent of the purchase price, at the maximum 5 per cent of the total price. The Supplier shall be free to prove that no losses were incurred or not incurred in that amount.

4. Further-reaching claims of the Purchaser on grounds of the delay in delivery or on grounds of any deviations from the contract shall remain inalienable. In particular, the postulation of a certain claim for lump-sum compensation claim shall not be ruled out by the lump-sum compensation if the compensation claims exceeds the amount of the lump-sum compensation. The lump-sum compensation will be set off against all claims of the Supplier against the Purchaser.

5. The Supplier may then also request the lump-sum compensation if it fails to expressly reserve the right to it when accepting the goods.

VI. Title

1. The Supplier shall be obligated to transfer title in the contractual goods to the Purchaser at handover, at the latest upon payment of the relevant delivery. Any extension or enlargement of possible res- toration of title declared by the Supplier shall be contrary to the contract and shall oblige the Supplier to compensation.

2. The Purchaser shall always exclusively undertake to finish and process the delivered goods for itself, if applicable, also in the event of a restoration of title on the part of the Supplier.

VII. Prices and Terms of Payment

1. The prices shall be binding, delivered at our premises and shall in- clude packaging, transport and insurance costs. Payment dead- lines at the Purchaser's choice - within 30 days after receipt of in- voice with 3 per cent cash discount, within 60 days after receipt of invoice with 2 per cent cash discount or net after 90 days.

2. Payments shall be effected at the Purchaser's choice by sending a crossed cheque or by transfer to Supplier's bank or postal account. The post office or bank outgoing stamp shall be definitive for timely payment.

3. As soon as and if a claim of Supplier's is justified against a due but unpaid invoice and an offset shall be carried out at the latest, taking account of the cash discounts pursuant to Clause 1. Such set-off shall bring about termination of the mutual claims in the amount of the set-off and, if applicable, of the cash amount.

4. The Purchaser shall be entitled to rights of retention in the statutory amount.

VIII. Warranty

1. In accordance with the customary practice, the Purchaser shall ex-amine the goods immediately on delivery. Any defects found must be notified to the Supplier within 3 days after receipt of the goods. The Purchaser's claims for the goods or services delivered with the defective goods or services shall be limited to replacement of the defective goods or services or repair of the defective goods.

2. If a defect is detected by a later examination of the goods, the Purchaser's claims shall be limited to the replacement of the defects or the repair of the defective goods. In the case of defects, the Purchaser is entitled to cancel the purchase contract and to demand a refund of all expenses incurred in connection with the goods and to compensate for any losses suffered.

3. Claims of the Supplier against the Purchaser may only be assigned to the extent that the cause is in the Supplier's sphere of control and it was caused by the Supplier's negligence.

X. Assignment

1. In case of breach of contract, the Supplier is to inform us of the Supplier's assignment to us immediately; otherwise, we shall not be liable for any assignment of the Supplier.

II. Delivery in Accordance with Information, Drawings and Models of the Purchaser

1. If the ordered goods are manufactured in accordance with infor- mation, drawings or models provided by the Purchaser, the follow- ing shall be applicable:

a. The Purchaser is entitled to take delivery of the goods as ordered and to inspect them according to the drawings or models provided.

b. The Purchaser's claims for defects in the ordered goods may only be asserted if the Supplier has been informed of the defects in the ordered goods or if the Purchaser is released from notification of defects by the Supplier.

2. The Supplier is obliged to assign the models, patterns, drawings or technical documentation of any kind which shall remain the property of the Purchaser and must be kept secret. They may only be used for the processing of our order and by wish of the Supplier to the Purchaser, or by third parties acting for the Purchaser. They are further not to be used by the Supplier or by third parties acting for the Supplier for the processing of our order and may not be delivered to third parties.

3. The Supplier may only deliver the procurement relating to the procurement for which they have been engaged to the Purchaser.

4. The Supplier shall have the right to keep the models, patterns, drawings or technical documentation of any kind which shall remain the property of the Purchaser and must be kept secret. They may only be used for the processing of our order and by wish of the Supplier to the Purchaser, or by third parties acting for the Purchaser. They are further not to be used by the Supplier or by third parties acting for the Supplier for the processing of our order and may not be delivered to third parties.

5. The Supplier shall have the right to keep the models, patterns, drawings or technical documentation of any kind which shall remain the property of the Purchaser and must be kept secret. They may only be used for the processing of our order and by wish of the Supplier to the Purchaser, or by third parties acting for the Purchaser. They are further not to be used by the Supplier or by third parties acting for the Supplier for the processing of our order and may not be delivered to third parties.