I. Scope
1. The conditions of purchase below shall be exclusively applicable to orders. The Supplier's terms and conditions deviating from or supplementing our terms and conditions shall be nonbinding to the Purchaser even if the Purchaser fails to object or if the Supplier states that it only willing to supply under its terms and conditions. Even if supplies or services are accepted without express objection, this shall only have effect as a reservation of title, the Supplier 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 our departmental comment and the item code/material number. If any requirement to set a deadline if the Supplier seriously and consequently carried out, prior to their execution. They shall require written approval of the Purchaser. If the Supplier's goods and/or services do not conform to the order or if the Supplier has procured the delivery.


II. Conclusion of Contract, Amendments
1. Enquiries and offers shall always be free of charge for and non-binding on 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. The Supplier's place of business shall be decisive according to the scope and type of delivery. The Purchaser must be issued with an order confirmation without delay subsequent to receipt of such order.

3. Changes are necessary, notably in the manner of composing the processed material or in the execution of the design compared with former similar supplies or services and compared with the placed order, they must be notified to the Purchaser prior to commence- ment of fabrization or, in the case of amendments to be subse- quently carried out, prior to their execution. They shall require written confirmation. The Purchaser shall not be obliged to examine supplies and services for similarity subsequent to receipt.

III. Delivery, Delivery Documentation and Passage of Risk
1. Deliveries shall be effected at the Supplier's costs, free of ex- penses, to the stipulated shipping address unless otherwise ex- pressed agreed. Unless otherwise requested by the Purchaser, the Supplier shall release the purchased goods for itself, if applicable, also in the event of a reservation of title on the part of the Supplier.

2. The risk shall only pass to the Purchaser at acceptance at the ship- ping address.

IV. Delivery Dates, Delay in Delivery
1. The agreed delivery dates shall be binding. Receipt of the goods at the stipulated shipping address shall be definitive for determining whether or not the delivery date has been observed. Information on delivery times without a delivery date shall not be expedient for the Purchaser because they fail to constitute a sched- uling basis. The Purchaser shall therefore request information on delivery dates at least three weeks prior to delivery.

2. The delivery period shall only be reasonably extended if the Sup- plier is obstructed in the performance of its obligations due to force majeure. As soon as the Supplier can see that it will be unable to comply with the delivery period or the agreed delivery date, it must inform the Purchaser in writing without delay of the grounds and the anticipated duration of the delay. If the Supplier is in breach of its duty to furnish information, it must compensate the Purchaser for the damage incurred in this case. In all other respects, the Purchaser shall reserve all rights concerning the delay.

3. In the event of a delay in delivery, the Purchaser may rescind the contract after fruitless 'lapse of an additional period. There shall be no grounds for rescission if the Supplier seriously and con-clusively refuses performance, if compliance with the delivery pe- riod is material for the Purchaser (business to be settled on a fixed date) or if - weighing up mutual interests - other circumstances are shown to exist that justify immediate rescission. In addition, the Pur- chaser may request compensation if the Supplier fails to provide verification to the former that it is not responsible for the overrun of the delivery period. The Purchaser may keep partial deliveries and in all other respects rescind the contract.

4. In case of lack or inadequacy of performance, the Purchaser shall have the right to rescind the contract. Any waiver of such claims shall be deemed in the assumption of delayed delivery or performance.

V. Fixed Compensation
1. In the event of delay on the part of the Purchaser, for each week of too-late delivery, the Purchaser shall be entitled to lump-sum com- pensation 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.

2. Unless otherwise requested by the Purchaser, on grounds of the further-ready or if the Supplier on grounds of the delay in delivery shall remain unaffected, in particular, the assertion of a compensation claim shall not be ruled out by the lump-sum com- pensation if the compensation claims exceeds the amount of the lump-sum compensation. The compensation will be set off against a possible compensation claim.

3. The Purchaser 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 entitled 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- ervation of title declared by the Supplier shall be contrary to the contract and shall obligate the Supplier to compensation.

2. The Purchaser shall always exclusively undertake to finish and pro- cess the delivered goods for itself, if applicable, also in the event in the scope of its域ions of the Supplier.

VII. Prices and Terms of Payment
1. The prices in the contract of purchase are to be understood to be fixed in the present version of the candidate list issued by the European Chemicals Agency (ECHA) – known as ‘substances of very high concern’ (SVHC) – in concentrations of over 0.1 mass percent. Without being requested to do so the supplier shall provide the purchaser with safety data sheets by attaching them to the rel- evant quotations. The purchaser must be immediately informed on any transgressions of substance restrictions and delivery of prohib- ited chemicals. Additionally, the provisions of the EU Directive 2011/65/EU (RoHS Directive) relating to the restriction of certain hazardous substances in electrical and electronic products and components shall be observed.

X. Assignment
1. Claims of the Supplier against the Purchaser may only be assigned with the consent of the Purchaser.

XI. Liability
1. In case of breach of contractual, statutory or regulatory provisions, the Supplier shall be responsible for intent and any kind of negli- gence, also in terms of its vicarious agents.

2. The Purchaser is entitled to make any compensation, damage, it shall be obliged to release the Purchaser from compensation claims of third parties to the extent that the cause is in the Supplier's sphere of control and organisation and that it, itself, is liable vis-à-vis third parties.

XII. Industrial Property Rights
1. The Supplier shall be liable to non-infringement of industrial property rights through shipment and use of the purchased goods.

2. If this obligation is breached, the Purchaser shall be entitled to the statutory warranty rights. If the Purchaser asserts claims for com- pensation, the Supplier shall be obligated towards the Purchaser, notably to indemnify the latter from claims of third parties unless it proves that it is not responsible for the breach of duty.

XIII. Delivery in Accordance with Information, Drawings and Mod- els of the Purchaser
1. If the ordered goods are manufactured in accordance with infor- mation, drawings, models provided by the Purchaser, the follow- ing shall be applicable:

- The goods ordered by the Purchaser and the special facilities, ma- terials, and the like used for their manufacture may only be used for the processing of our order and may not be delivered to third par- ties. This also shall be applicable if the Supplier has procured the special facilities, materials and the like at its own costs or if the Pur- chaser has refused acceptance of the goods due to delayed or de- fective delivery or if the Purchaser refrains from further orders de- spite having been notified of the breach of contract.

If improvements at the Supplier's originate in connection with exe- cution of the orders, the Purchaser shall have a costless, non-ex- clusive right of use for commercial use of the object of improvement and any relevant property rights (Clause 1 shall also be applicable in this case). The right of disposition relating to contract- ution and any relevant property rights (Clause 1 shall also be applicable in this case). The right of disposition relating to contract- ution and any relevant property rights (Clause 1 shall also be applicable in this case). The right of disposition relating to contract- ution and any relevant property rights (Clause 1 shall also be applicable in this case). The right of disposition relating to contract-

2. Material provided by the Purchaser shall remain the property of the Purchaser.

XIV. Place of Performance, Place of Jurisdiction, Applicable Law
1. The place of performance for all deliveries and services shall be at our registered seat, unless a different place to which the goods are to be delivered is agreed.

2. The court at our registered seat shall be solely competent for all disputes arising from and in connection with this contract. How- ever, we shall also be entitled to file claim at any other legal place of jurisdiction.


XV. Miscellaneous
1. If one or more than one provision of these Terms and Conditions of Purchase should or be or become invalid, this shall not affect the va- lidity of the other provisions. The same shall also apply in the case of jurisdiction.

2. These Terms and Conditions of Purchase in their German version shall be definitive unless a different language is the contractual lan- guage. This shall also be applicable if a translation of the Terms and Conditions of Purchase in another language was used in addi- tion to the German-language conditions.

3. Unless other terms have been set via specific contract, the supplier's goods and/or services – presuming an order has been placed – are subject to the regulations set forth in the most current version of the relevant legal stipulations, in particular those of the German “Kreislaufwirtschaftsgesetz (KfWGV)” recycling management and waste law, as well as its subordinate regulations, such as regional and local waste disposal laws.

Effective as of July 24, 2019