

1. Conclusion and general content of a contract.

1. These terms and conditions of purchasing apply solely to our purchases and other contracts with suppliers and contractors. We do not approve any business conditions opposing or deviating from our terms and conditions of purchasing of the contractor, even if we do not object to them and accept the delivery or service unconditionally.
2. Our terms and conditions of purchasing apply only to business people, if the contract pertains to the operation of their commerce.
3. The ordering customer is authorized to make amendments to the structure even after the commencement of services. Amendments and extensions causing additional costs are to be implemented on request of the ordering customer according to the conditions as contracted (standard prices).
4. The rights of the contractor from the contract are transferrable only with the consent of the ordering customer.

2. Prices, shipment, packaging.

1. The listed prices are fixed prices, which will not be changed even by the fluctuation of material prices or wages, etc.
2. The prices are charges for the complete contractual services performed, including all necessary ancillary services.
3. Excess quantities or shortage of quantities do not affect the standard prices.
4. If there is no agreement to the contrary the shipment and packaging costs, customs duties, charges and other expenses are the responsibility of the contractor. When quoting prices ex factory or ex warehouse, the contractor is obligated to ship according to the most favorable conditions in each case.
5. The contractor must attach packing lists or delivery notes specifying the content, order number and other order characteristics to every shipment.

3. Deadlines and contract penalties.

1. The contractor must meet exactly the agreed deadlines. *Vis major* and circumstances beyond the contractor's control absolve him only when he is able to communicate with the ordering customer. By neglecting to make this report, or in the case of a culpable missed deadline, the ordering customer, subject to his other legal rights after the expiration of an adequate grace period set by him, is entitled to withdraw from the contract or to claim compensation by reason of noncompliance.
2. If the stipulated deadline for completion is exceeded, then the contractor must pay a penalty for each started week in violation of the contract amounting to 0.5% (up to 5.0%) of the total price. The contract penalty does not apply when the missed deadline is based on circumstances beyond the contractor's control. Further legal requirements remain intact. An accumulation of contract penalties and damage compensation does not take place, however.

4. Acceptance, passing of risk.

1. Acceptance has only taken place if the ordering customer confirms in writing to the contractor the provision of complete and defect-free services. This confirmation of acceptance leaves unaffected all entitlements of the ordering customer by reason of unidentified defects.
2. Payment, use or an official acceptance are not considered as an acceptance. With an acceptance the risk of accidental loss or deterioration falls upon the ordering customer.

5. Warranty.

1. The services of the contractor are to be carried out according to the generally recognized rules of the technology and trade. In particular, the regulations for accident prevention and industrial safety are to be observed, so that users or third parties are protected in best way against dangers of all kinds to life, health and property in accordance with regulations of use.
2. The ordering customer inspects the services of the contractor within an appropriate term for possible variations in quality and quantity. With goods deliveries, a notice of defects – in regards to open defects from the moment of receipt of goods, referring to hidden defects from the moment of detection – is considered punctual if it is received by the ordering customer within a term of five business days.
3. If nothing different is agreed upon, the warranty period constitutes one year. It begins on the day of acceptance, or if it is not prescribed, one month after receipt of delivery at the factory of the ordering customer. When a warranty is carried out for a certain time, then the statute of limitations begins only after the expiration of the warranty term. The period of warranty is naturally extended in each case for the period of time between the notice and correction of defects.
4. The contractor is obligated immediately on first notice by the ordering customer to correct all defects occurring within the term of warranty at his expense. If the correction of defects is delayed, or if it or if the fault rectification does not bear to best judgment of the ordering customer, then the ordering customer is entitled, though not obligated, to carry out the correction of defect at the contractor's expense by himself or through a third party. The legal rights belonging to the ordering customer remain intact.
5. The contractor is also responsible for damages caused culpably to the ordering customer or a third party while carrying out his work.

6. Liability according to the product liability law

If the ordering customer is bound by a third party under the product liability law, then the contractor is obligated to exempt the ordering customer from such claims, when a defect in the supplied products is the cause of damage.

7. Liability insurance, transportation insurance

1. The contractor is obligated to the acquisition and maintenance of adequate liability insurance.
2. If nothing else is agreed upon, the contractor accepts the costs of the transportation insurance.

8. Liability of ordering customer

The legal requirements are valid for the liability of the ordering customer. The customer is not liable for the services and actions of third parties, even if they are assigned by him – unless these companies are subcontractors of the ordering customer and act deliberately or gross negligently.

9. Diagrams and designs

1. Diagrams, designs, calculations and other documents, such as samples or models, which are provided by the ordering customer or produced in accordance with his information, remain and become the property of the ordering customer. They must not be used by third parties. They are to be returned to the ordering customer upon completion of the order or at his request.
2. Upon violation of the prohibition against unauthorized usage or the nondisclosure liability, the ordering customer can withdraw from the contract or demand compensation for non-performance without prejudice to additional rights, as the contract has not yet been fulfilled.

10. Property rights of third parties

The contractor is liable for the fact that patents or industrial property rights of third parties will not be violated within the Federal Republic of Germany. If the contractor is claimed by third parties for this reason, the consignee will excuse the contractor from any claims upon the first written request. The contractor incurs any possible license costs.

11. Reservation of proprietary rights, chattel mortgage

1. The contractor reserves for himself the ownership of the material supplied by him for the completion of the order. The contractor carries out any necessary preparation or processing for the ordering customer. If the contractor prepares, processes, attaches or mixes the material with other parts not belonging to the ordering customer, the customer acquires co-ownership of the new items with respect to the value of the other goods. The contractor keeps the new things for the ordering customer with commercial diligence.
2. If the ordering customer makes a prepayment or a partial payment, the contractor is thus obligated to use this payment for manufacturing ordered products required by third parties. He immediately transfers the ownership of these things to the ordering customer, so that ownership goes to the ordering customer from the moment of receipt of the items or at the latest with the completion of payment to third parties by him. The contractor surrenders his remainder and his claim to procuracy of the property, so far as the ownership of these things was not already transferred, to the ordering customer.
3. If there occurs the co-ownership or sole ownership by the contractor through preparation, processing, bonding, mixing or blending of the materials required for manufacturing of the ordered product belonging to a third party, the contractor must transfer it over immediately to the ordering customer. The contractor keeps the new materials safe for the purchaser with commercial diligence.
4. The ordering customer is obligated to release any securities entitled to the contractor, at his request, when the realizable value of his securities exceeds the claims which can be secured at more than 20%; the selection of the securities to be released belongs to the ordering customer.

12. Invoices, payments, cession

1. Invoices are to be issued at the earliest on the date of dispatch and must be sent in duplicate to the ordering customer.
2. Invoices are to be paid after the unconditional acceptance of services at the ordering customer's discretion within 14 days at a 3% discount or within 30 days net. Down payments may be requested only if they are agreed upon in particular. The discount deduction can also be applied to down payments and by charging with counter claim.
3. The ordering customer can make a payment with payment means of his choice. By paying with bills of exchange or promissory notes with a duration of up to 3 months, the ordering customer carries the discount of the German Central Bank, calculated from the day of release for the bill of exchange.
4. The contractor is not entitled to assign a claim to third parties without agreement of the ordering customer. The agreement of the ordering customer may be denied only for an important reason.

13. Work in the factory of the ordering customer

1. Before beginning all work at the factory with flammable substances or before work that could be associated with initiation of flame, sparks or heat, the approval of the managing director must be obtained. The liability of the contractor will remain unaffected by this approval. The same applies to work at the factory near electric currents, work in closed areas without explosion-proof devices and for earthwork.
2. Access to the factory is permitted only with the authorization of the managing director. No other factory facilities except construction areas may be entered. Moreover, the managing director must be informed of how many workers for the contractor is engaging.
3. Employees employed by the contractor are to be made aware of these agreements before beginning any work.

14. Place of fulfillment and jurisdiction

1. The place of fulfillment for all obligations resulting from the contract is the location of the ordering customer.
2. The jurisdiction is, at the discretion of the ordering customer, the location of the ordering customer or of the contractor and, for payment claims, also the place of payment. The ordering customer also has discretion over the material jurisdiction of the regional court as well as the jurisdiction of the district court as agreed. German law decides for the rest concerning the contractual relationship.