

Terms of Purchase

1. Validity

1.1 The following Terms of Purchase apply to all contracts, deliveries and other services, unless these are modified or excluded with our express permission. The Terms and Conditions of the supplier also do not apply even if we do not expressly object.

2. Placing Orders and Order Acceptance

2.1 Orders, their modifications and additions are only valid if we put these in writing.

2.2 The supplier shall confirm the order/modification immediately. If within 10 days - calculated as of order/modification receipt - we do not receive a proper confirmation, we have the right to cancel the order without the supplier deriving any claims from this.

3. Delivery and Acceptance

3.1 Agreed delivery deadlines are binding. Arrival of the shipping at our factory is decisive for observance of the deadline.

3.2 The delivery deadline is extended appropriately in the case of force majeure, industrial action, unrest and other unforeseen and serious events for the duration of the disruption and the scope of its impact. This also applies if the events occur during an existing delay. The supplier shall inform us of the beginning and end of the aforementioned disruption immediately.

If the aforementioned disruption occurs at our place of business, the same applies to our purchase obligation.

3.3 The supplier shall state our order number and our computing number of the product ordered in its entire correspondence with us.

4. Price and Payment

4.1 Prices stated apply ex works including packaging.

4.2 Payment shall be made by bank transfer or cheque after contractually compliant goods receipt and receipt of the proper and verifiable invoice, to be paid within 14 days with a 3% discount or within 30 days net. Payment periods shall not begin before the agreed delivery date.

4.3 In the case of a defect covered by warranty, we have the right to withhold an appropriate proportion of the payment until the defect has been removed correctly.

5. Transfer of Risk

5.1 The risk is transferred to us when the shipping has been duly delivered to our factory.

6. Packaging and Shipping

6.1 The goods to be delivered shall be packaged according to packaging regulations in standard packaging. If we require special packaging, we shall assume the costs for this if they exceed the usual reasonable costs.

6.2 Unless provisions exist to the contrary, the supplier shall select the most inexpensive type of shipping.

6.3 The supplier shall observe the regulations of the respective carrier, freight company or haulier. The supplier is liable for damage arising due to insufficient packaging.

6.4 The shipping documents and shipping notes shall contain our business reference. After the goods have been dispatched by the supplier, duplicate shipping notes shall be sent to us containing the exact identification, amount, weight (gross and net), type and packaging of the goods or product. If the required shipping documents are not delivered in a timely fashion or the aforementioned information is not included in the shipping documents and shipping notes, we shall store the goods at the cost and risk of the supplier until the required documents or complete information arrives.

7. Invoice

7.1 The invoice shall be sent in duplicate to our address as stated. The invoice may not be enclosed with a shipping.

8. Warranty

8.1 Warranty obligations on the part of the supplier are based on legal regulations, unless a provision to the contrary is stated hereinafter. We have the right to demand gratuitous supplementary performance or delivery of defect-free goods, as we desire. In urgent cases, we have the right to remove the defect ourselves, allow a third party to perform this or procure a replacement in a different manner, if the supplier agrees. The work shall be invoiced to the supplier. The same applies if the supplier falls into arrears with its warranty obligations.

8.2 The warranty period has a duration of 15 months as of the transfer of risk.

8.3 We shall report faulty delivery to the supplier immediately, insofar as the faults can be established during the normal course of business. In this respect, the supplier shall renounce its claim of delayed notification of defects.

9. Safety Regulations

9.1 If the order contains machines, appliances, vehicles and similar constituent parts, order execution must meet the valid accident prevention regulations. Required safety devices shall be delivered, as required by the valid accident prevention regulations, without a specific order or reference to this being necessary.

10. Third Party Property Rights

10.1 The supplier is liable for ensuring that the use of the goods it delivers does not contravene domestic or foreign property rights, neither directly nor indirectly. Furthermore, it is liable for ensuring that use does not contravene other rights that do not enjoy special legal protection and relieves us and our purchasers from all claims arising from this. Moreover, the supplier is liable for all other direct and indirect damages arising from contravention of such rights. This does not apply if the supplier manufactures goods according to our drawings and models only, and does not know or necessarily know that manufacturing these goods represents a rights violation in the aforementioned sense.

11. Materials Provided

11.1 Materials provided remain our property. Materials provided shall be stored separately and clearly marked as our property. These shall be sufficiently insured at the supplier's cost against fire, water damage and theft, and may be only used for their intended purpose.

12. Samples, Drawings, Production Materials

12.1 All types of documents such as samples, drawings, models or production materials that we provide the supplier with shall remain our property. These shall be returned to us free of charge, without prompting, as soon as they are no longer required to execute the order. They shall not be made available to third parties in any way, or used in their interest or on their behalf. The same applies to documents or production materials manufactured or developed by the supplier according to our information or based on our involvement.

13. Other Provisions

13.1 The laws of the Federal Republic of Germany apply only, insofar as nothing to the contrary is compulsorily prescribed by law or agreed.

13.2 The supplier may only use our business relationship for publicity purposes subject to our prior written agreement.

13.3 We have the right to process data about the supplier, received with regard to the business relationship or as part of this, regardless of whether this data originates from the supplier itself or from third parties, as part of the Federal Data Protection Act.

13.4 Place of performance for all deliveries and services is our company headquarters.

13.5 Place of jurisdiction is the court responsible for our company headquarters; however, we also have the right to take legal action at the court responsible for the company headquarters of the supplier.

13.6 If individual parts of these Terms of Purchase should become legally invalid, the effectiveness of the remaining provisions shall remain untouched.

IWB Industrietechnik GmbH