

Unless otherwise agreed in writing, deliveries and services of any kind made by a contractor or supplier (AN for short) to Carl Dillenius Metallwaren GmbH & Co. KG (AG for short) shall, in addition to the conditions separately agreed in the order terms and conditions of these General Terms and Conditions of Purchase and Delivery (hereinafter EKB). Insofar as there are no provisions in the order and in the EKB, only the German law shall apply. Regardless of offers made, orders are always concluded with content of written order. Conditions of sale and delivery of the seller are only valid if this has been expressly agreed in writing.

1. ORDER

Orders are only binding if they have been issued by us in writing. Only our conditions apply. Changes or additions to our order and / or conditions require our written confirmation to be valid. Contrary conditions of the AN we hereby expressly disagree. Acceptance of delivery does not imply agreement with the conditions of the AN. If deliveries are made according to these conditions of purchase, they are also binding for the following orders. As soon as the AN becomes aware of any circumstances that call into question the fulfillment of the contract, the AN must inform the AG immediately in writing about these circumstances and about the intended measures for compliance with the contract.

2. TRANSFER OF ORDERS TO THIRD PARTIES

The transfer of orders to third parties without written consent of the AG is inadmissible and entitles the AG to withdraw wholly or partly from the contract and to demand compensation.

3. SUPPLY OF MATERIALS

Supplies of materials remain the property of the AG and are free of charge separately stored and properly stored, labeled and managed. Their use is only permitted for orders of the AG. In the event of impairment or loss, the AN must provide compensation. This also applies to calculated transfer of order-based material.

4. CONVERTING/TRANSFORMATION

Converting or transformation of the material takes place for the AG. The AG becomes the immediate owner of the new or transformed thing. If this is not possible for legal reasons, AG and AN agree that the AG becomes the owner of the new item at any time during conversion or transformation. The AN keeps the new item free of charge and properly (including insurance) for the AG with the care of a proper businessman.

5. CONFIRMATION OF THE ORDER

If the AG has no written order confirmation within 5 working days - calculated from the date of the order - the AG is entitled to revoke the order. The AG is entitled to demand changes in terms of design, delivery quantity and delivery time for orders that have not yet been fully or not yet fully fulfilled. In doing so, the effects, in particular excess or reduced costs as well as changes in the delivery dates, must be adequately taken into account. Unless otherwise agreed, delivery schedules become binding if the AN does not object within 5 working days.

6. DELIVERY DATE, DELAY

Agreed delivery periods and delivery dates are binding at the AG or its specified delivery address. If it becomes apparent to the AN that he can not meet the agreed delivery deadlines and delivery dates, he must notify the orderer in writing without delay, stating reasons and expected duration of the delay. The responsibility of the AN for timely performance of contract is not affected. In the event of a delay in delivery, the AG may, after the fruitless expiry of a reasonable grace period set by AG, either withdraw from the order or demand compensation for non-performance or obtain replacement from a third party; Any additional costs incurred must be replaced by the AN. On normal business days deliveries are accepted at the AG: Monday - Thursday from 7.30 am to 16.00 pm, Friday from 7.30 am to 11.30 am and by appointment.

7. PRODUCTION RELEASE

If samples are requested by the AG, the AN may only commence series production if a written model approval has been issued by the AG.

8. PRICES

Unless otherwise agreed, the prices are in Euro and free of charge at our place of receipt, insured, including packaging and other expenses, public or private charges.

9. INVOICE AND PAYMENT TERMS

Invoices are to be issued in Euro currency and must be submitted separately, stating the order number, invoice number and the other complete order data, description, unit price, quantity per delivery as well as the number and date of the delivery note. Invoices may not be attached to the goods. The AG is entitled to return invoices unprocessed that do not comply with the regulations or agreements.

Payments are made within 14 days with a deduction of 3% discount or within 30 days net. Place of payment is Pforzheim. The payment period begins at the earliest with the date of receipt of the proper invoice, but not before receipt of defect-free and tested goods. The assignment of payment claims against us to third parties is excluded without our prior written consent. The payment does not mean recognition of regularity of delivery / service and thus no waiver of performance, warranty, damages, contractual penalties, liability, etc. The AG is entitled to withhold payments at any time if the AN fails to meet his obligations, or as long as the AN does not eliminate deficiencies.

10. OFFSETTING, RETENTION RESPECTIVELY ASSIGNMENT

An offsetting against claims of the AG from the business relationship is only permitted if the AN can offset with a legally established or with an explicitly recognized by the AG claim. The same applies to assertion of rights of retention.

11. CORRESPONDENCE

All documents must state an order number of the AG. Documents and invoices must be sent to the billing address stated in order.

12. DISTRIBUTION

The delivery must correspond to the execution, scope and classification of an order. The goods accompanying documents of the supplier must contain order number, article data and reference number of an orderer. If required during an order, eg quality certificates, certificate 3.1, CoC, serial number of each delivery must be enclosed. If applicable, the EC safety data sheet is to be supplied. Used packaging must comply with the requirements of packaging regulations as amended.

13. QUALITY ASSURANCE

The AN must ensure compliance with agreed specification through a quality assurance system. The AN must set up and maintain the state-of-the-art quality assurance system. He must keep records, particular of his quality inspection, which he has to make available to the orderer upon request. The AN undertakes to archive quality records ten years after delivery and to protect them against loss / damage. Before destroying quality records, a corresponding clearance must be obtained from the AG.

14. WARRANTY AND DEFECTS

Insofar as an object to be delivered by the AN is required for export, the AN is obliged to provide the necessary written explanations of the delivery item in good time before the first delivery (eg: country of origin, HS code, export number, supplier declaration, movement certificate, etc.) and if necessary, to inform the AG about subsequent export restrictions. A change of origin is to be reported to the AG immediately and unsolicited in writing and to obtain a approval from the AG.

The AN warrants that goods or services have stated characteristics and that they do not show any defects affecting their use, consumption or operation. The conformity of the supplied raw materials or finished goods with all applicable legal regulations in the Federal Republic of Germany is guaranteed. The AN is obliged to pay particular attention to the conformity of delivered goods with respectively valid legal requirements. The supplier assumes the warranty for hidden defects for a period of 12 months after use or use of the delivery or the products made from it. In addition to the rights to which the AG is entitled by statute, the AG may, at its discretion, demand elimination of the defect or delivery of faultless goods, or withdraw from the contract after fruitless expiry of a reasonable period of time calculated from the time of our exercise of the law. In urgent cases or if the AN is in default of rectification or defect-free replacement delivery, the AG can remedy the defects himself at the expense of the AN or otherwise cover us with goods free from defects at his expense. This does not affect the right to compensation. For complaints of defects, the statutory period of notice is extended by one month.

15. LIMITATION

The statutory period of limitation for warranty claims begins at the time when the AN finally declares to the complaint made by us.

16. PRODUCT LIABILITY, PRODUCT RECALL AND GENERAL LIABILITY POLICY

If the AG is claimed by product liability under domestic or foreign law by a victim, the AN is obligated to indemnify the AG insofar from claims for damages on first request, as the cause is set in his domination and organization and he is liable in the external relationship itself.

Within the scope of his liability for damages, the AN is also obliged to reimburse any expenses according to §§ 683, 670 BGB and §§ 830, 840, 426 BGB (German Civil Code), which result from or in connection with a recall carried out by the AG. The AG will inform the AN as far as possible and reasonable about the content and extent of the recall measures to be carried out and give him the opportunity to comment. Other legal claims are disregarded.

17. ENVIRONMENTAL PROTECTION AND SAFETY

The AN is obliged to comply with the relevant regulations (in particular environmental protection, occupational safety and health, security screening act). The AG is entitled to check compliance with this regulation through a corresponding audit. The AN shall be responsible for ensuring that goods or services to be delivered and any assembly to be performed by AN at the works of the AG comply with the existing official safety regulations, in particular the accident prevention regulations of the employer's liability insurance coverage as well as the special regulations issued by the manufacturer for the protection of companies - if the latter have been brought to his attention by general or specific advice. Persons who carry out work in our company in fulfillment of your delivery contract are subject to the provisions of our company regulations; The regulations for entering our factory are to be observed. For accidents that occur to these persons on the property of the AG or in the factories of the AG, the AG is only liable for gross negligence.

If the subject matter of the contract is a substance or preparation which has dangerous properties within the meaning of the Hazardous Substances Ordinance, or if these properties only arise when handling with the subject matter of the contract, the AN is obliged to place the subject matter of the contract in accordance with the provisions of the Hazardous Substances Ordinance applicable at the time of delivery, to package and label accordingly. During the initial sampling as well as during the first series delivery, a current dated safety data sheet in German, as well as in English, is to be sent with reference to the location and intended use. The safety data sheet must be sent unsolicited at every change of the substance / preparation as well as at each revision of the safety data sheet by the AN. By the way, this also applies within a period of three years. Insofar as special rules on handling apply, the AG must be informed separately in writing and advised in necessary extent in the use of the substance / preparation, taking into account local conditions and local handling at the AG. Otherwise, other statutory provisions binding on the supplier remain unaffected.

18. REGULATION ON COMPLIANCE WITH MINIMUM WAGE LAW

The AN guarantees to comply with the legal requirements of the minimum wage law and indemnifies the AG from all claims of third parties resulting from violation of the minimum wage law. Furthermore, in the case of culpable violation of the minimum wage law, the AN undertakes to pay a contractual penalty, which is subject to the discretion of the AG, and which must be reviewed by the competent court in case of dispute.

19. RIGHT OF ACCESS

For the AG, authorities, public institutions and other institutions, the AN assures an unrestricted right of access - in the context of placing the order.

20. COPYRIGHTS, PATENTS

The AN warrants that copyrights, patents or other proprietary rights of third parties are not infringed by delivery and / or use of goods. The AN is responsible for ensuring that the use of items delivered by him does not violate any domestic or foreign property rights or patent applications and releases the AG or his buyer from all claims arising therefrom. If the occupation on the agreed work leads to an invention that is patentable and licensable, the AN must immediately inform the AG of this and transfer exploitation rights to the AG. At the agreed price, the purchase of all legal protective rights, in particular of licenses and patents, is compensated to the extent that such acquisition is necessary for the AG to use and resell the goods for free.

21. ORDER DOCUMENTS

Tools, shapes, patterns, models, profiles, drawings, standard sheets, artworks and doctrines provided by the AG as well as manufactured goods afterwards may not be passed on to third parties or used for other purposes than those of the contract without the written consent of the AG. It must be secured against unauthorized inspection or use. Subject to further rights, the AG may demand its surrender if the AN violates these obligations. Information obtained by the owner will not be made available to third parties by the AN unless they are generally or otherwise legally known to him. Insofar as the AG has consented to a transfer of orders to third parties, the subcontractor must confirm these conditions of purchase in writing.

All drawings and other documents which the AG leaves to the AN or which the AN prepares according to our instructions may not be used, duplicated or made accessible to third parties for other purposes than the execution of our order. These are to be returned unsolicitedly to the AG together with all reproductions immediately after execution of the order. If it does not come to the delivery the AN likewise has to return all documents to us as soon as this is certain. If the AG assumes tool costs, a separate agreement will be made.

22. PRIVACY

The AG is entitled to process the data relating to the business relations or in connection with this, via the AN, whether these originate from himself or from third parties, within the meaning of German Data Protection Act. The AN undertakes to confidentially keep all information obtained in carrying out the order unless the AG releases the AN in whole or in part in writing from this obligation. The AN undertakes to delegate this duty of confidentiality to all other persons assigned to AN for the purpose of performing the contract.

23. RIGHT OF SPECIAL TERMINATION

If the AN discontinues his payments, a provisional insolvency administrator is ordered or insolvency proceedings over the assets of the AN are initiated, the AG is entitled to withdraw from the contract in whole or in part. In the case of withdrawal the AG may use the existing equipment or previously performed deliveries and services of the AN for the continued performance of the work in return for reasonable compensation.

24. PLACE OF PERFORMANCE AND TRANSFER OF OWNERSHIP

The title retention extends to new products resulting from processing. In this case, the AG is considered as manufacturer. When connecting or mixing with materials not supplied by the AG, the AG acquires co-ownership in accordance with §§ 947, 948 BGB; § 951 BGB (1) sentence 2 excluded.

Place of fulfillment is the work of the AG in Pforzheim. The ownership of delivered goods is transferred to the AG upon delivery to place of performance.

25. JURISDICTION AND LEGAL APPLICATION

Jurisdiction is the place of performance. The AG is also entitled to sue in a court having jurisdiction for the domicile or branch of the supplier. The applicability of applicable law of the Federal Republic of Germany is agreed under exclusion of the UN Sales Convention.

26. CE- AND/OR VDE-IDENTIFICATION

The AN is obliged to carry out the corresponding CE and / or VDE marking and conformity declaration for all deliveries within scope of his order. In case of doubt, the provisions of the ZVEI apply.

27. GENERAL

Should individual provisions be or become ineffective, this will not affect the validity of the remaining provisions of this EKB. In this case of ineffectiveness of a provision, an effective provision that comes closest to economic intent is deemed agreed.