

I. General

1. These General Terms and Conditions of Purchase shall apply to all our present and future orders for goods, supply of services and work performance in business with other companies, public persons or legal entity under public law. Contrary or deviating terms and conditions of the supplier are not recognized by us unless we have expressly agreed in writing that they apply. Our Terms and Conditions of Purchase apply even if we accept delivery without reservations in the knowledge of contrary or deviating terms and conditions of the supplier.
2. All orders, agreements, supplements or amendments must be in written form. This demand is also met in cases of telefax and e-mail transmissions.

II. Order confirmation; offer documents

1. Any offer made by seller will be free of charge and not binding us.
2. All documents which we make available to the supplier must be returned to us by the supplier only on our request as soon as they are no longer required for execution of the order.
3. The supplier is obliged to confirm our order promptly in writing.

III. Prices; payment terms; invoices

1. The price stated in the order is binding. In the absence of an agreement to the contrary, the price includes delivery carriage paid to the place of receipt stipulated by us DDP (Incoterms).
2. Value-added tax must be stated separately.
3. The invoice must be issued in duplicate immediately after dispatch of the goods and must state our order number. It may not be enclosed with the delivery consignments. Invoices which do not comply with the above stipulations will not cause a payment liability to fall due; the same applies if no delivery note is enclosed with the delivery. Unless otherwise agreed upon, payment will be effected 14 days after receipt of the invoice - or, if the goods are received later, on the 14th day following receipt of the goods - with 3% cash discount or net 30 days thereafter. We are entitled to make payment by bank transfer or check. The date of payment will have no influence on the supplier's warranty. Payment shall be deemed effected in due time when the check has been sent by mail on the due day or, as the case may be, the transfer been ordered with the bank on the due day.
4. We are entitled to offsetting and retention rights to the extent provided by the law; this also applies to any sale of payment rights to a factoring bank.

IV. Delivery; delivery time; force majeure

1. The terms and dates of delivery stated in the order are binding. We will not accept partial deliveries unless we have given our prior written express consent to them.
2. Unless otherwise agreed in writing, any contractual terms and dates of delivery shall be considered to be met only if and in so far as the merchandise has been handed over to us at such dates.
3. The supplier shall immediately inform us in writing if circumstances arise or become evident so that the agreed delivery time cannot be met. If and in so far as the supplier defaults in delivery, we shall be entitled to our statutory rights. In particular, we shall have the right to claim damages for non-performance if and in so far as the supplier fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to request delivery shall be executed only if the supplier has compensated us for our damages.
4. If delivery is made earlier without our consent, this will not affect the payment period tied to the original stipulated delivery date.
5. If, in the event of force majeure, strikes or lockouts, fulfillment of our contractual duty becomes impossible or is substantially hindered, we may partly or wholly rescind the contract or demand execution at a later date - without any rights against us thereby accruing to the supplier.
6. Delivery of the goods must be made carriage-paid to the place of receipt stipulated by us DDP (Incoterms).
7. The supplier is obliged to state our order number on all dispatch papers and delivery notes; if it fails to do so, delays in processing are unavoidable and we will not be held responsible for these. The supplier is liable for any resulting damage or losses.

V. Passing of risks

1. Until acceptance of the goods by the stipulated place of receipt, the supplier bears the risk of accidental loss or accidental deterioration of the goods. We are entitled to refuse goods delivered before the delivery date stipulated in the order, and to return them or store them at the supplier's expense and risk.
2. If, for any reasons outside of our control, we are hindered from accepting a delivery on the stipulated date, the date of acceptance will be deferred by the duration of the hindrance. If the period for removal of the hindrance is unforeseeable, both parties will - to the exclusion of other compensation claims - be entitled to withdraw from the contract.

VI. Inspection for defects; warranty

1. We are not obliged to carry out any statutory inspections or reports of defects until complete delivery or performance. The supplier accepts that we carry out our inwards inspection in an orderly manner by taking a reasonable number of samples promptly after delivery - and at the latest within 14 days - with regard to the identity of the object delivered and its weight, dimensions and appearance; we are not obliged to carry out technical function tests or other examinations. Defects which are revealed in the course of the aforementioned inspections must be reported by us promptly and at the latest within 14 days, and hidden defects in the delivery within 14 days after the hidden defect comes to our notice.
2. The supplier shall deliver the goods free of any material and legal defects. He will certify in particular that his deliveries and his services comply with the state of the art and with any contractual requirements and standards. In addition, he will certify that the goods comply with the regulatory and legal requirements, particularly the relevant workplace-protection and accident-prevention regulations, even in the case of items made specially to order.
3. In the case of delivery or performance which does not comply with the requirements in accordance with clause VI.2, we may exercise our statutory rights. If the supplier tries to repair the goods, such remedy is considered to have failed after the first unsuccessful attempt. Further claims as the result of defective delivery or performance in accordance with the legal and contractual provisions, particularly claims for compensation for damage or loss, remain unaffected.
4. Supplementary performance must if necessary be carried out by the supplier in multi-shift operations or through overtime or working on holidays if urgent business reasons on our side require this and if this can reasonably be expected by the supplier. The supplier must bear all costs of supplementary performance. Where the goods were already defective at the time the risk passed to us, we may claim from the supplier also those expenditures in connection with such defect, which we must pay to our customer.
5. Parts subject to complaint remain at our disposal until replaced and become the property of the supplier after defect-free replacement on site.

6. If the supplier is in default with the duty of supplementary performance or if supplementary performance is required immediately to protect our interests, we may - in the latter case after informing the supplier - carry out supplementary performance ourselves or arrange for this to be done by third parties. We may furthermore in any event, i.e. without the conditions stipulated in sentence 1, correct minor defects ourselves or arrange for them to be corrected; the supplier will receive a report on this from us after completion of supplementary performance.
7. Without prejudice to the sections 438 paragraph 1 N° 2, 634a paragraph 1 n° 2 and 3 of the German Civil Code (BGB), the limitation period for pursuit of warranty claims for the goods delivered by the supplier is 24 months after delivery of goods. The limitation period is extended by the period of supplementary performance by the supplier from receipt of our complaint until the supplier provides a written declaration of completion of the measure or a written refusal of further supplementary performance. In the case of supplementary performance by us in accordance with clause VI.6, the limitation period is extended by the period until completion of supplementary performance.
8. Towards the supplier we are entitled to the rights pursuant to sections 478 and 479 of the German Civil Code (BGB). This applies even if we have worked on or processed the goods supplied.

VII. Product liability; third-party insurance cover

1. If claims are pursued against us by our customers or third parties with regard to product liability for whatever reason and whether on the basis of domestic or foreign law, the supplier will indemnify us against such claims - including the related costs for legal defence under the condition that he has caused the damage or loss and he is responsible, if fault-based law applies. Within the parameters of this liability the supplier is also obliged to reimburse any expenses resulting from or in connection with any recall, warning or other measures which may be necessary for the avoidance of safety hazards and are carried out by us or a public authority; we will as far as possible and reasonably to be expected inform the supplier of the content and scope of the measures to be carried out and give it an opportunity to comment. Other legal and contractual rights remain unaffected.
2. On our request the supplier must take out product liability insurance and produce evidence of this.

VIII. Industrial property rights

The supplier ensures that we do not infringe third-party patents or property rights through contractually agreed use of the goods. He will indemnify us against all claims pursued against us for infringement of industrial property rights and will do everything which can reasonably be expected by him to place us in a position to continue the contractually agreed use without prejudice to third parties.

IX. REACH regulation

1. The supplier is obliged, to comply with all stipulations of the Regulation (EC) No. 1907/2006 ("REACH Regulation") as well as all subsequent completions and amendments and to fulfill all reporting requirements resulting from this Regulation.
2. If the delivered goods infringe upon the REACH Regulations at delivery (lack of registration, notification or administration) and if the goods are defective for this reason, we are obliged to return the goods within the limits of our compensation claims at the expenses of the supplier. Furthermore, the supplier is as well liable for damages and costs if the statutory requirements are fulfilled.

X. Retention of title; items supplied by the purchaser; tools; secrecy

1. The supplier has the right to the retention of title subject to the condition that the title of the goods shall pass to us on the date of payment for such goods and that we are entitled to resell the goods in the normal course of business. The overall and extended reservation of title are not valid.
2. If we supply parts to the supplier, we reserve title to these. Processing or transformation by the supplier is carried out on our behalf. Tools of all sorts (stamping or cutting tools, injection, diecasting or measuring moulds, chill forms, models, swages and similar) for which we pay tool costs as agreed pass into our ownership when purchased or produced by the supplier. In lieu of handover, the supplier keeps the tools for us without charge and with the due care of a prudent businessman and/or uses the tools solely for the purpose of producing parts to be supplied to us. The supplier is obliged at its own expense to take out replacement value insurance against fire and water damage and theft for tools which belong to us. At the same time the supplier hereby already assigns to us all compensation claims under this insurance; we hereby accept the assignment. The supplier is obliged to carry out in good time and at its own expense any necessary servicing work and all maintenance and repair work on our tools. Any malfunctions must be reported to us by the supplier immediately; if it culpably fails to do so, claims for compensation for damage or loss remain unaffected.
3. The supplier is obliged to maintain strict secrecy about all illustrations, drawings, calculations and other documents, tools and information received. They may be disclosed to third parties only with our express consent. The secrecy obligation also applies after winding up of the agreement; it lapses when and to the extent that the production know-how contained in the illustrations, drawings, calculations and other documents becomes generally known. The objects and tools must be stored with labeling to show externally that they belong to us and must also be identified thus in the business records. Access to third parties shall immediately be notified. Objects of the aforementioned type must be returned to us unsolicited if a contractual relationship does not come about or has ended. Products manufactured through the use of the above objects may not without our written consent be offered, supplied or otherwise be made known directly or in conjunction with other products of third parties.
4. The supplier of components intended for the manufacture of poresta products is obliged to supply follow-up orders for a period of eight years after the last order, for which purpose we will then ensure appropriate cooperation (documents, supplies, tools, etc.).

XI. Applicable law; place of jurisdiction; saving clause

1. All legal relations between the supplier and ourselves are governed by the laws of the Federal Republic of Germany supplementing these Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
2. The place of jurisdiction for all disputes is the competent court of our seat. We also reserve the right, however, to pursue legal action against the supplier in its general place of jurisdiction.
3. If individual contractual provisions should be ineffective, the other provisions will remain fully effective. The ineffective provisions will be deemed to be automatically replaced by a regulation which comes as close as legally possible to the economic intention in accordance with the sense and purpose of the ineffective clause.
4. In case of dispute, the German version of these Terms and Conditions of Purchase shall prevail.