GENERAL PURCHASING CONDITIONS

§ 1 Generalities – Scope
1. These General Purchasing Conditions are exclusively determining for our orders. We do not accept any supplier-related conditions, which are contrary to or deviate from our purchasing conditions, unless we have separately agreed to them in writing. Our purchasing conditions also apply when we accept the supplier’s delivery notes and any other documents. In any event, these conditions are contrary to or deviate from our purchasing conditions.
2. All transactions made between us and the supplier in order to execute this contract have to be recorded in this contract in writing.
3. The contractual relationship and all the other legal relationship-governed by the law which applies to our place of business. In accordance with the United Nations Commercial Code on the International Sale of Goods. Our purchasing conditions also apply to all future transactions with the supplier.
4. The English version of these General Purchasing Conditions shall be for convenience purposes only. In case of any inconsistencies, the German version shall prevail.
5. Any special agreements concluded with the supplier shall take precedence.

§ 2 Quotation –Documents
1. The contract is concluded when our order is accepted within a period of 2 weeks. The supplier undertakes to confirm the acceptance of this order in writing, referring the signing and returning a duplicate of this order, or electronically (e.g. EDI).
2. We reserve rights of ownership and copyright regarding photos, drawings and other documents, which are to be made accessible to third parties without our express written approval. They shall exclusively be used for the production on the basis of our order, provided we are informed on the execution of the order. They shall be kept secret from third parties.

§ 3 Prices
1. The price specified in the order is binding. Unless otherwise agreed in writing, the place of delivery is the place of business, under the exclusion of the United Nations Dangerous Goods regulations, all details required to be specified on the products and the respective shipping documents.
2. Furthermore, it has to be ensured that the pack-ages are marked according to the regulations.
3. If the shipment comes from abroad, the commercial invoice has to be also to be attached, which is taken for, we submit our Intradist declarations by ourselves.
4. Delivery can be taken only during the opening hours of our incoming goods area, which have to be enquired about in advance if necessary. It is necessary to reserve a time slot via the TRANSPORTREICH portal before delivery.

§ 4 Fault Testing – Liability for Material Defects
1. Upon receipt of the ordered goods, we shall immediately check, by means of the delivery note, whether they comply with our order in kind and quantity. Furthermore, we shall check the goods for any externally visible transit damage. If we find a fault or defect upon the above-mentioned inspection, we shall inform the supplier thereof and accept the goods only if the supplier rectifies the defects in case of hidden faults or defects, within 10 working days upon detection of the fault or defect. We are not obliged towards the supplier to return the faulty or defective goods, if we have failed to inform the supplier within the above-mentioned time.
2. We are entitled to demand any warranty claim without any restriction. Irrespective of that, we are entitled to demand at our own choice that the supplier removes any defects or provides replacement. In case of the latter, the supplier shall bear any expenditure arising from the replacement delivery or the removal of the defects. We expressly reserve the supplier for any claims for damages, particularly those for non-performance.
3. The limitation period is 36 months from the date of passing of risk.

§ 5 Product Liability – Indemnity
1. Insofar as the supplier is responsible for a product fault or defect, he shall release us from third party damage claims upon request, unless a damage is caused by our own fault or negligence. The supplier shall be responsible for all the consequences resulting from any failure to comply with this requirement.
2. If the supplier is in default of delivery, we are entitled to demand the price with 3% discount within 30 days upon receipt of goods and invoice, or net within 60 days upon receipt of invoice. Payment is deemed to have been made in due course if the bank has received the related money transfer note on time.
3. We are entitled to offset and retain, to the extent permitted by law.

§ 6 Delivery Time
1. The delivery time specified in the order is binding.
2. The supplier is not liable for delays in delivery, unless delays in processing. If the supplier makes any direct deliveries and delivers the goods in accordance with our order, order number, order position, number, reference number, quantity, weight.
3. We reserve the right to inspect the goods ("goods with preferential origin of EC") and, if applicable, selling them on internationally (e.g. regarding the EC Export Control List) and to inform and sell the shipments to the logistics centre in their valid version shall apply with precedence.
4. As a rule, the supplier has to provide us with a long-term supplier declaration confirming, in accordance with no. 1 above, the preferential status of the goods ("goods with preferential origin of EC") and, if applicable, selling them on internationally (e.g. regarding the EC Export Control List) and to inform and sell the shipments to the logistics centre in their valid version shall apply with precedence.
5. The goods shall be attached to the carrier as soon as possible. As a rule, the supplier has to provide us with a long-term supplier declaration confirming, in accordance with no. 1 above, the preferential status of the goods ("goods with preferential origin of EC") and, if applicable, selling them on internationally (e.g. regarding the EC Export Control List) and to inform and sell the shipments to the logistics centre in their valid version shall apply with precedence.
6. As a rule, the supplier has to provide us with a long-term supplier declaration confirming, in accordance with no. 1 above, the preferential status of the goods ("goods with preferential origin of EC") and, if applicable, selling them on internationally (e.g. regarding the EC Export Control List) and to inform and sell the shipments to the logistics centre in their valid version shall apply with precedence.
7. We reserve the right to monitor the goods and to sell the shipments in our ordinary course of business.

§ 7 Product Liability – Indemnity
1. Insofar as the supplier is responsible for a product fault or defect, he shall release us from third party damage claims upon request, unless a damage is caused by our own fault or negligence. The supplier shall be responsible for all the consequences resulting from any failure to comply with this requirement.
2. If the supplier is in default of delivery, we are entitled to demand the price with 3% discount within 30 days upon receipt of goods and invoice, or net within 60 days upon receipt of invoice. Payment is deemed to have been made in due course if the bank has received the related money transfer note on time.
3. We are entitled to offset and retain, to the extent permitted by law.

§ 8 Protective Rights
1. The supplier guarantees that rights of third parties are not violated in connection with his delivery within the European Union (EU).
2. If a third party file claims against us on the grounds of a violation of his above mentioned rights, the supplier shall release us from these claims upon first written request. We do not entitled to make any agreement for (particularly any kind of) settlement with the third party without approval from the supplier.
3. The obligation of the supplier to release us from claims applies to any expenditure, which necessarily arises to us from or is connected with the third party claim filed against us.
4. The limitation period for the claims is 10 years from the date of the conclusion of the contract.

§ 9 Origin, Preferences, International Sales
1. Unless the parties have agreed to the contrary, only goods having their origin under applicable customs law either within the EU or in the country of the seat of the supplier shall be accepted in accordance with the contract.
2. The supplier guarantees to us and all goods delivered to us, provide us with a long-term supplier declaration confirming, in accordance with no. 1 above, the preferential status of the goods ("goods with preferential origin of EC") and, if applicable, selling them on internationally (e.g. regarding the EC Export Control List) and to inform and sell the shipments to the logistics centre in their valid version shall apply with precedence.
3. The supplier shall verify his goods regarding applicable prohibitions, restrictions and/or requirements of approval when selling them on internationally (e.g. regarding the EC Export Control List). We require reports in accordance with US-American export and customs provision and, if applicable, accordingly make clear and unequivocal indications in its offers, order confirmations and all documents accompanying the goods citing verifiable criteria.
4. The supplier shall inform us any of the following:
   (i) substantial changes to production processes, materials or supplied components regarding the products or the services;
   (ii) changes to the company name and/or the seat of the supplier;
   (iii) changes to the company name and/or the seat of the supplier.

§ 10 Reservation of Title – Product and Services to be provided by the Purchaser – Secure
1. We hereby accept any rights of the supplier to retention of title, extended reservation of ownership or extended reservation of goods, which relates to defects at delivery to process, to reconstruct and to sell the shipments in our ordinary course of business.

§ 11 Data protection
1. We store, process and use our suppliers’ personal data for the purposes of contract fulfilment and internal use. We also store them in the context of the described purpose. In order to meet data protection regulations we have technical and organisational measures in place which ensure the safety of the datasets and data handling. The supplier shall be made aware of Article 3 and Article 32 of the GDPR. The employees assigned to handle the data protection are responsible to strictly adhere to all terms of the data protection regulations.
2. All handling of personal data is subject to our privacy policy.
3. The supplier shall inform all contractors, all suppliers are individually responsible for adherence to the applicable data protection legislation in their respective countries.

§ 12 Duties of Information
1. We shall request from the supplier’s representatives and any contractors, all suppliers are individually responsible for adherence to the applicable data protection legislation in their respective countries.

§ 13 Final Provisions
1. The legal venue is Munich / Germany, if the supplier has a registered office. However, we are entitled to sue the supplier at the court of his place of residence as well.
2. Unless otherwise agreed, the place of fulfilment is the place of delivery as specified in our order.
3. If individual provisions of the contract with the supplier including these General Purchasing Conditions are invalid or in whole or in part, the validity of the remaining clauses shall be unaffected. The wholly or partially invalid provision shall be replaced by a provision which economic success is related to the invalid one as closely as possible.

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