

1. Application

We purchase deliveries and performances of any kind exclusively under these Purchasing Conditions and any other special conditions notified to the Supplier.

General conditions of business of the Supplier apply only if we explicitly confirm them in writing. Neglected contradiction, payment or acceptance of the goods does not imply that we acknowledge third party conditions of business.

2. Orders

We are only bound by written orders. The Supplier is obligated to confirm our order without delay.

3. Prices, conditions of payment, settlement

The agreed prices are understood as fixed prices including packaging. The respectively applicable statutory VAT is not included in the price.

Payment is made after receipt of the proper invoice and delivery or performance – the period begins with the respective later date – within 14 days with 2% discount or within 30 days net. Our payments do not imply that we acknowledge the performance as being contractual or the billing as being proper.

We are entitled to settle claims the Supplier has against us with claims we have against the Supplier.

4. Delivery period, contract disruptions

The delivery time stated in the order is binding. Promptness of delivery is determined by arrival of the goods at us. If the Supplier is unable to supply a binding delivery date, then he is obligated to name an earliest and latest delivery date.

The Supplier is obligated to notify us immediately in writing if circumstances arise or become recognisable to him that will foreseeably render punctual delivery impossible.

Operating disruptions, energy or commodities scarcities, traffic disruptions, inasmuch as such occurrences were unforeseeable, as well as strikes, lockouts, official decrees and cases of force majeure release the affected party from the obligation to deliver or accept for the duration of the disruption and in the scope of its effects. If this delays the delivery or acceptance by more than one (1) month, then either party is entitled to withdraw from the contract with regard to the quantity affected by the delivery or acceptance disruption under exclusion of all further claims.

5. Passage of risk

Risk passes in accordance with the agreed conditions of delivery. If no such conditions are agreed, the risk passes to us with delivery of the goods at the agreed place of reception. The risk in case of machines and technical facilities does not pass to us until after confirmation that a function test has been successful.

6. Quality, complaints of defects, warranty

The Supplier warrants that his deliveries and performances satisfy the statutory and contractual quality requirements and are free from defects.

We are entitled to the statutory rights in case of defective delivery or performance or other breach of contract. The deficiency complaint is raised in good time if it is made within 2 weeks from handover in case of open defects and from discovery in the case of concealed defects.

The liability of the Supplier for defects is not affected in that we accept deliveries and performances or approve submitted specimens or samples.

We carry out function tests shortly after we receive the notice of readiness for operation. We reserve 30 days time to carry out function tests on systems and devices with manifold and complex programmes.

The Supplier indemnifies us on first demand against all claims from producer liability and from product liability law inasmuch as the cause is within the scope of control and organisation of the Supplier or his sub-suppliers. For the rest, the Supplier is liable in accordance with the statutory provisions. The Supplier commits to maintain a production liability insurance policy with an appropriate coverage and to prove this on demand.

In the case of successive delivery contracts, we can withdraw from the order as a whole if at least two deliveries have been wholly or partially defectively executed.

7. Reservation of proprietary rights

We acknowledge only the simple reservation of proprietary rights of the Supplier.

8. Industrial property rights

The Supplier assures that no third party industrial property rights in and outside Germany are violated in connection with using the ordered goods for the intended purpose. If a third party claims against us in this respect, then the Supplier is obligated on first written demand to indemnify us against all claims in the internal relationship. The indemnification obligation of the Supplier relates to all expenses we necessarily incur from or in connection with the claim against us by a third party.

9. Product or process changes

Suppliers with whom we are in running business relations are obligated to inform us in good time in advance if they intend to change products, processes or the analysis methods relative to the products we purchase.

10. Environment protection, occupational safety, accident prevention and safety

The Supplier is obligated to observe all applicable statutory provisions and regulations regarding environment protection, occupational safety, accident prevention, transport and plant safety, and to maintain an effective management system in these areas and is obligated to provide or allow us insight into corresponding substantiations on demand.

The Supplier accepts an evaluation of his environment and occupational safety performance by us (by questionnaire or audit).

11. Applicable law, place of fulfilment, jurisdiction

The contracts are subject to the laws of the Federal Republic of Germany under exclusion of UN commercial law.

Alsfeld is the place of fulfilment if no other delivery address was stated on the order.

Unless overriding statutory provisions stipulate otherwise, Alsfeld is the place of jurisdiction and we may also take legal action at the general place of jurisdiction of the Supplier.

12. Severability clause

If individual provisions of these General Purchasing Conditions should be or become invalid, all other provisions remain valid. An invalid provision shall be replaced by a provision the parties would have agreed in appropriate consideration of the meaning and purpose of these conditions had they recognised the invalidity at the time.