

General Terms of Purchase

§ 1 Scope of validity

(1) All deliveries, services and offers of our suppliers are carried out exclusively on the basis of these General Terms of Purchase. They are a component of all contracts which we conclude with our suppliers pertaining to the deliveries or services offered by them. They also apply for future deliveries, services or offers to the customer, even if they are not separately agreed on again.

(2) The terms and conditions of our suppliers or third parties do not apply, even if we do not specifically oppose their validity in a single case. Even when we refer to a written document containing or referring to such General Terms and Conditions of the supplier, this does not imply any agreement to the validity of those General Terms and Conditions.

§ 2 Orders and jobs

(1) Unless our offers expressly contain a commitment period, our offers shall be binding for one week. Our receipt of the declaration of acceptance is decisive for the punctual acceptance.

(2) We are authorised to change the time and place of delivery and the type of packaging at any time by written notification with a deadline of at least 5 calendar days before the agreed delivery deadline. The same shall apply to changes in product specifications if they can be implemented within the scope of the supplier's normal production process without considerable additional expenditure, whereby in these cases, the notification deadline in accordance with the above clause shall be at least 5 weeks. We will reimburse the supplier for any resulting, proven, and reasonable costs resulting from the change. If such changes result in delivery delays which cannot be avoided with reasonable effort in the supplier's normal production and business operations, the delivery deadline originally agreed on shall be postponed accordingly. The supplier shall notify us promptly in writing of the expected additional costs or delivery delays determined by careful estimate, but at least within 5 business days following receipt of our notification pursuant to Clause 1.

(3) We shall be authorised to cancel the contract at any time by written declaration stating the reason if we can no longer use the products ordered in our business operations due to circumstances arising following the conclusion of the contract. In this case, we will pay the supplier for any partial service already provided.

§ 3 Prices, terms of payment, invoice data

(1) The price indicated in the order is binding.

(2) If not otherwise agreed on in writing, the price shall include the delivery and transport to the shipping address specified in the contract including packaging.

(3) If the price agreed on in the contract does not include packaging and the compensation for the packaging – not merely provided on loan – is not expressly indicated, then it must be charged at the verifiable cost price. At our request, the supplier must take back the packaging at its own cost.

(4) If not otherwise agreed on, we shall pay the purchase price within 45 days of delivery of the goods and receipt of the invoice. The receipt of our wire-transfer order by our bank satisfies the timely payment of our debts.

(5) Our order number, the article no., delivery quantity, and delivery address must be indicated in all order confirmations. Should any of these data be lacking, and this causes a delay in our processing as part of our normal business transactions,

the payment deadlines specified in Para. 4 shall be extended by the time period of the delay.

(6) In the case of payment delays, we shall owe default interest to the sum of five percentage points over the basic interest rate pursuant to § 247 BGB.

§ 4 Delivery deadline and delivery, transfer of risk

(1) The delivery deadline indicated by us in the order or any other definitive deadline pursuant to these General Terms of Purchase (delivery date or deadline) is binding.

(2) The supplier shall be obligated to notify us in writing without delay if circumstances occur or are discovered which prevent compliance with the delivery deadline.

(3) If the latest delivery date can be determined by reason of the contract, then the supplier shall go into default when this date has passed without the need for us to send a reminder notice.

(4) In the case of a delayed delivery, we shall be entitled without restriction to the legal claims, including the right to withdraw and the claim for damages instead of the service following the futile expiry of a reasonable grace period.

(5) We shall be authorised in the case of delivery delays following prior written warning to the supplier to demand a contractual penalty to the sum of 0.5% for every started week of the delivery delay up to a maximum of 5% of the respective sales value. The contractual penalty must be added to the default damages to be paid by the supplier.

(6) The risk shall not be transferred to us, even if shipment has been agreed on, until the goods are handed over at the agreed destination.

§ 5 Acquisition of title

(1) We reserve the ownership and copyrights for orders placed by us, jobs assigned by us, and drawings, illustrations, computations, descriptions and other documents provided by us to the supplier. The supplier must neither make them accessible to third parties nor use or copy them themselves or have this done by third parties without our express consent. The supplier must return these documents in their entirety at our request when they are no longer required in proper business transactions or when negotiations do not result in the conclusion of a contract. Copies of these made by the supplier must be destroyed in this case; the only exceptions to this are their storage within the scope of the statutory retention requirements and the storage of data for security purposes as part of the typical data backup.

(2) Tools, equipment and models which we provide to the supplier or manufacturer for contractual purposes and are separately calculated by use by the supplier, remain in our ownership or are transferred to our ownership. They are to be made recognisable by the supplier as our property, to be carefully maintained, and secured against damage of all types and used solely for the purpose of the contract. The costs of their maintenance and repair shall be shared by the contractual partners – if not otherwise agreed – at 50% each. If these costs can be attributed, however, to defects of objects manufactured by the supplier or to misuse by the supplier, its employees or other assistants, then they shall be paid by the supplier alone. The supplier will notify us immediately of any damage to these objects which is more than just negligible. The supplier is required on request to deliver the objects to us in an orderly condition when it no longer requires them for fulfilling the contracts concluded with us.

(3) Any retention of title by the supplier applies only if it refers to our payment obligations for the respective products, to which the supplier retains ownership. Expanded or extended retentions of title are particularly prohibited.

§ 6 Warranty claims

(1) In the case of defects, we are entitled to the legal claims without restriction. By way of derogation, the warranty period shall, however, be 36 months.

(2) Complaints made regarding deviations in quality and quantity are always deemed punctual if we notify the supplier within 7 business days of receipt of the goods. Complaints about concealed material defects are also deemed on time if they are reported to the supplier within 7 business days of discovery.

(3) Warranty claims shall not be waived by our acceptance or approval of the prototypes or samples provided.

(4) The receipt of our written defect report by the supplier suspends the statute of limitations for warranty claims until the supplier refuses our claims or declares the defect as remedied or otherwise refuses to continue negotiations about our claims. In the case of replacement deliveries and remedying of defects the warranty period of replaced and repaired parts shall start over at the beginning unless we need to assume by the conduct of the supplier that it did not see himself required to take this action but rather made the replacement delivery or repaired the defect solely as a gesture of good will or similar reasons.

§ 7 Product liability

(1) The supplier shall be responsible for all claims asserted by third parties due to personal injury or property damage which can be attributed to a product delivered by the supplier and is obligated to release us from any resulting liability. If we are required to perform a recall with respect to third parties due to a defect in a product delivered by the supplier, the supplier will pay all costs associated with the recall campaign.

(2) The supplier is required to maintain a product liability insurance with a coverage in a reasonable amount which if not otherwise agreed on in an individual case, does not need to cover the recall risk or punitive or similar damages. The supplier will send us a copy of the liability policy at any time at our request.

§ 8 Protection rights

(1) The supplier ensures pursuant to Para. 2 that the products which it delivers do not violate any third-party protection rights in countries of the European Union or other countries where the products are manufactured,

(2) The supplier is required to release us from all claims asserted against us by third parties due to the violation of commercial protection rights specified in Para. 1 and to reimburse us any expenditures required in connection with this claim. This claim does not exist if the supplier provides evidence that they are neither responsible for the protection-rights violation nor should have known about it when applying the diligence of a prudent businessman at the time of delivery.

(3) Our further-reaching legal claims due to defects of title of the products delivered to us remain intact. unberührt.

§ 9 Spare parts

(1) The supplier is obligated to stock spare parts for the products delivered to us for a time period of at least 12 months following delivery.

(2) The supplier will notify us immediately following any decision to stop production of spare parts for the products delivered to us, this decision must – subject to Para. 1 – be disclosed at least 3 months following the stop of production.

§ 10 Confidentiality

(1) The supplier is obligated to treat all conditions of the order and all information and documents provided for this purpose (with the exception of publicly available information) as confidential for a period of 10 years following conclusion of the contract and to use them solely for fulfilling the order. The supplier will return them to us after completing all queries or processing orders immediately upon our request.

(2) Without our prior written consent, the supplier must not refer to our business connections in advertisements, brochures, etc. and must not exhibit the products manufactured for us.

(3) The supplier will commit its subcontractors in accordance with this § 10.

§ 11 Assignment

The supplier is not authorised to assign its receivables from the contractual relationship to third parties. This does not apply for cash receivables.

§ 12 Place of fulfilment, place of jurisdiction, applicable law

(1) The place of fulfilment for both sides and the exclusive place of jurisdiction for all disputes from the contractual relationship is Trier.

(2) The contracts concluded between us and the supplier shall be governed by German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Managing directors

Ingo Burggraf, Stefan Sicken, Dr. Thomas Simon, Ulrich Simon

Commercial registry

District Court Wittlich, HRB 3983

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Address

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