

1. Exclusive applicability of our General Purchasing Conditions & supplemental application of the law

Only the following general purchasing conditions apply for our orders, to the extent not otherwise agreed. The supplier's general sales and delivery conditions shall not be contractually binding, even if we have not explicitly rejected them. The legal provisions of the Federal Republic of Germany shall apply as a supplement to our general purchasing conditions.

2. Obligations of orders and agreements & legal value add tax

Orders and agreements will only be contractually binding if they have been issued by us in writing and confirmed. All prices specified in the order shall be understood as not including the respectively applicable VAT.

3. Order confirmation

Confirmation of the order must include the exact price, the delivery date and all details not specified in the order, if necessary.

4. Content of our order & doubt

We will describe the contractual performance precisely through the most precise information about the quality, dimensions and similar details possible. If the supplier has doubt about the details of the contractual performance, they will immediately notify us. Deviations from our specifications will only be allowable to the extent that such have been approved by us in writing.

5. Delivery deadlines and legal consequences if delivery is delayed

The delivery deadlines agreed upon shall be contractually binding, with the exception of force majeure. The delivery period shall begin at the time of the order. If the services of the supplier are delayed, we shall be authorised to demand subsequent delivery and compensation for damages due to delay of the delivery or compensation for damages instead of the service, at our discretion and in accordance with the legal provisions, and to withdraw from the contract. They must notify us immediately about delays in delivery detected by the supplier.

6. Defect and guarantee performance

The legal provisions shall apply for claims of defect. The guarantee period for replaced parts shall restart upon the delivery of replacement parts or the correction of defects. We will not waive claims for defect through the transfer or acceptance of the drawings presented. In each case, our obligation of examination shall begin after the delivery object has been received at our plant and appropriate despatch note has been presented.

7. Protected rights of third-parties

The delivery company shall be responsible for ensuring that the rights of third parties will not be infringed through the use of the contractual services of the third parties (such as patents, patent applications, prototypes, registered designs and intellectual property rights) as well as the business secrets of third parties.

8. Requirements on the delivery object

The delivery object must comply with the state of the technology as well as the guidelines and codes for the occupational safety, prevention of accidents, protection of the environment and occupational medicine of the law, trade associations and other authoritative agencies, even if the delivery object involves a custom object.

9. Execution of orders in compliance with DIN standards

Orders for materials as well as parts or components of machines and systems must be performed according to the Deutsche Industrie Normen (German Industrial Standards, also commonly known as DIN) to the extent not otherwise agreed.

10. Shipment and invoice copies & payment

Timely fulfilment of the contract by us, in particular instruction for payment, assumes that we have received the requested despatch notices and invoice copies immediately. Shipments that do not agree to delivery from the plant or the place of delivery must be made using the least expensive method possible to the extent not otherwise agreed. Premiums for transportation and insurance against breakage may only be invoiced to us if such has been expressly agreed.

Payments shall be made under retention of the right of acknowledgement of contractual services. To the extent not otherwise agreed upon, payment shall be made within 14 days calculated from the delivery and receipt of the invoice with a 3% discount or within 30 days calculated from the delivery and receipt of the invoice with a 2% discount or within 60 days after receipt of the invoice without discount.

11. Non-disclosure

The supplier must treat all of our business experience, knowledge and documents, from which they could receive knowledge in connection with the order, as strictly confidential with regard to third parties. Drawings may not be reproduced nor utilised in other manners without our approval. The manufacture of objects based on our drawings outside of an issued order is not allowed, not even for the internal purposes of the supplier.

12. Ownership

If the supplier receives drawings or special technical instructions for the manufacture of objects from us, such objects including all parts and materials used for such shall become our property upon the start of manufacturing (and upon insertion of the parts), which shall be held by the supplier until transfer to us. Such objects may not be accessible to third parties without our written approval nor may they be sold.

13. Compliance with guidelines when hire by our company

If sub-contractors from suppliers are hired by our company for the execution of the order, the supplier must enforce such people's compliance with the accidental prevention guidelines of the law, trade associations and the operation, in particular those of the chemicals industry, and the rules acknowledged for safety and occupational medicine as well as our general and special operational rules, in particular those forbidding smoking and alcohol. Our construction and assembly rules will be an additional component of these general purchasing conditions for orders for construction and assembly.

14. Limitation of liability for storage

If we store property in owned by third parties that is located on our property in connection with the execution of orders, we shall only be liable for any loss or damage for intent and culpable negligence.

15. Prohibition on commercial information

Any mention of our company name for purposes of advertising in business letters, customer lists, advertisements and other publications shall only be allowed with our prior written permission.

16. Prohibition on cession

Rights and obligations from the order or its execution shall only be transferable with our written understanding to the extent that delivery by sub-suppliers is not customary.

17. Phrasing of contractual clauses according to InCoTerms

Customary phrases like DDP, DDU, FOB and CIF shall apply according to the version of the International Commercial Terms (InCoTerms) of the International Chamber of Commerce applicable when the contract was concluded.

18. Data processing

Upon acceptance of the order, the supplier shall provide us with their understanding regarding processing of personal data in connection with the business relationship arising by computer centres of our corporate divisions, both domestic and foreign.

19. Coordinator

The coordinator appointed in the order shall be responsible for the performance of orders at our plant in accordance with the Guidelines of the Trade Association A 1, §6, Paragraph 1. The deputy must be requested if the coordinator is prevented.

20. Location of fulfilment, payment and court of jurisdiction

The location of fulfilment for the performance of the contract shall be the location specified by us. The location of payment and exclusive court of jurisdiction shall be Obernburg, Germany.

For consideration:

The ORDER NUMBER must be specified on all correspondence, despatch notices and invoices. Immediate despatch notices must be provided by quantities and weight for all shipments.

Invoicing each delivery upon shipment

We must return any incomplete invoices submitted. The deadline for payment shall be the day of receipt of the properly submitted invoice. For construction orders, the conditions listed in the catalogue of services shall also be authoritative.