

1. Scope

(1) Our terms of purchasing apply exclusively. With the acceptance of our order the contractor declares his agreement to these terms, even where his declaration of acceptance has deviating terms of sale enclosed.

We shall only acknowledge deviating terms where they are confirmed by us in writing.

(2) Our General Terms of Purchasing apply to all future transactions with the supplier.

2. Order confirmation

(1) Each order is to be confirmed in written form within 3 working days, stating the price and the delivery time.

3. Prices and terms of payment

(1) The prices confirmed to us are binding. Unless otherwise specified, they apply carriage paid, including packaging. Return of the packaging is at the expense of the supplier. The statutory rate of VAT is to be stated separately to the price.

(2) We are only able to process invoices that state our order number.

(3) Payment is made in accordance with the terms of payment agreed upon and stated in the order.

(4) We reserve the right to off-set and retain in the statutory scope.

4. Delivery time

(1) The agreed delivery time is binding.

(2) The supplier is obliged to inform us promptly, in written form, where circumstances occur or become apparent that may result in an inability to maintain the delivery time.

(3) In the event of delayed delivery we are entitled to demand a contractual penalty of 1 % of the delivery value for each completed week, but a maximum of 10 %. We are entitled to pursue the contractual penalty in addition to the fulfilment. Further statutory claims, in particular for compensation for non-performance, are reserved under §§ 340, 341 BGB (German Civil Code).

(4) Delivery date is the date of arrival of the goods at our company.

5. Transfer of risk - documents

(1) Unless otherwise agreed in written form, the delivery is to be performed carriage paid.

(2) Each delivery is to be accompanied by a delivery note, containing the complete order number. Without these details delays in processing are unavoidable, which shall consequently be borne by the supplier.

6. Notification of defects - guarantee

(1) The contractor guarantees that the goods to be supplied are free from defects and meet the specifications stipulated by us, that they have been developed and manufactured to state-of-the-art standard, may be utilised for the contractually prescribed purpose in an unlimited manner and comply with sundry relevant terms, regulations and guidelines of authorities and trade associations.

(2) We are only required to examine goods and issue notification of defects when the goods enter into use, to the extent that the quantity involved is such as to render a receiving inspection pursuant to §377 HGB ((German Commercial Code) unreasonable. This shall not apply in the case of evident defects.

(3) Hidden defects may be reported within the guarantee period immediately following their discovery.

(4) The statutory claims to guarantee are available to us in their complete form; irrespective of this we are entitled to request from the supplier either replacement delivery or rectification of defects. In this case the supplier is obliged to bear all expenses incurred in the replacement delivery or rectification of defects. Claims for compensation remain expressly reserved, this applies also to compensatory claims for non-fulfilment.

(5) Unless otherwise agreed, the guarantee period is a minimum of 24 months, but a maximum of 36 months following transfer of risk.

(6) In the case of rectification of defects or subsequent delivery measures due to clarified notification of defects, the guarantee period shall be extended by the time period comprising the time between delivery and rectification or subsequent delivery.

(7) In this respect the supplier waives the objection to subsequent notification of defects or the objection of the lapsing of a guarantee period, unless the supplier proves a culpable delay in the communication of the defect.

7. Product liability - exemption

(1) Where the supplier is responsible for damage to a product, he shall be obliged to exempt us from the compensatory claims of third parties to the extent that the cause lies in his scope of control and organisation.

8. Trademark rights

(1) The supplier guarantees that his performance is free from the trademark rights of third parties and that third-party patents, licences or trademark rights are not breached by us, in particular via the supply, utilisation, processing and sale of the goods.

(2) If we are subjected to third-party claims in this respect, the supplier shall be obliged to exempt us from such claims, including all associated expenses involved.

9. Retention of title, copyright, tools

(1) All objects, tools, models, drawings and software programmes made available by us remain our property. On request, these documents and objects are to be returned to us. These may not be transferred or made available to third parties without express authorisation. Copying is only permissible to the extent that this is required for operational reasons, and where copyright permits. This is to be made evident to third parties via the application of appropriate, visible signs.

(2) The same shall apply for objects, drafts, drawings, samples etc. produced for us or at our expense.

(3) Drafts, drawings, samples etc. produced by the supplier shall only be paid for where this has been expressly agreed upon.

(4) Goods produced to our specifications or models may not be shown to third parties in the form of samples, offered, supplied or otherwise made accessible.

(5) Relinquished equipment and tools are to be maintained by the supplier carefully and at no expense, maintained in an appropriate manner, insured and equipped with a permanent reference as the property of Griessbach GmbH.

(6) In the event of manufacturing difficulties on the part of the supplier and the lack of agreement between supplier and Dowald with regard to price or delivery time of the parts that are to be produced with the tools etc., Griessbach GmbH shall be entitled to demand the hand over of the specified objects without delay.

10. Non-disclosure

(1) The supplier is obliged to observe secrecy with regard to sundry illustrations, drawings, calculations and other documents or information received. Following the processing of the order these are to be returned to us, the obligation to secrecy remains. These may only be published to third parties with our express agreement.

(2) The supplier shall also impose the aforementioned obligation to non-disclosure upon his employees and sub-suppliers.

11. Place of jurisdiction and place of performance

(1) Jurisdiction is the headquarters of the company, to the extent that the contractual partner is a registered merchant. Otherwise, the statutory regulations shall apply in general.

(2) Place of performance is Luckenwalde.