

## **§ 1 General terms**

(1) These Terms and Conditions of Purchase shall apply exclusively to all offers, deliveries and contracts with suppliers. Otherwise, the statutory provisions shall apply. The terms and conditions of the suppliers or third parties shall not apply. Deviating conditions of the suppliers, such as amendments or additions, which have not been expressly accepted in writing, shall not be binding for the purchaser, even if they have not been expressly contradicted.

(2) By placing an order for the first time on the basis of these terms and conditions, the supplier acknowledges their exclusive validity. This shall apply continuously to all further orders.

## **§ 2 Contract conclusion**

(1) The order inquiries are non-binding and only represent an invitation to submit an offer by the supplier. Anything else shall only apply if the order is expressly designated as binding. In addition, only orders placed in writing are legally binding. Each order shall be confirmed by the supplier immediately and in writing.

(2) In the event of deviations, the supplier shall notify the purchaser in writing of any changes without being requested to do so within the scope of a special release. In the event of non-compliance, the purchaser shall be entitled to refuse acceptance of delivery.

(3) (4) Drawings (as well as samples), molds and models, as well as photographs or the similar, which the purchaser makes available to the supplier, shall remain the property of the purchaser at all times and shall be returned to the purchaser without being requested. Provided that they are no longer required for the proper execution of the delivery. They may neither be handed over nor made accessible to unauthorized third parties. The reproduction of such items is only permitted within the scope of the copyright provisions.

## **§ 3 Prices, invoicing and payment**

(1) The price quoted in the order are fixed prices and therefore binding for the supplier. Subsequent price changes must be expressly agreed to in writing by the purchaser. The price quoted includes all costs (packaging, insurance, customs duties if applicable, etc.) which the supplier must incur in order to fulfill its obligation to perform at the shipping address specified in the contract.

(2) Invoices must be submitted in duplicate, separately and not with the shipment. Partial invoices shall be marked as such. Invoices must contain the purchase order number, the date of the purchase order and any references of the purchaser specified in the purchase order.

(3) The payment of the invoice shall be made after receiving the goods or after the service has been performed and an auditable invoice has been received. The goods or services must be free of defects and complete. All necessary documents must be available. Payment is due within 14 days with 2% discount or within 30 days without deduction.

#### **§ 4 Delivery time, place of performance, delivery**

(1) The delivery time (delivery period or date) specified in the order shall be binding. Early deliveries are not permitted unless they have been approved by the customer. Delivery bills (stating the order number, contents and other features characterizing the order) shall be attached to each delivery.

(2) The supplier shall be obliged to inform the purchaser in writing without any delay, stating the reasons, if circumstances become apparent or occur, according to which the delivery time cannot be met.

(3) Unless otherwise agreed, the risk of accidental loss shall pass to the purchaser upon acceptance of the goods at the place of performance. The supplier shall insure the delivery against damage and loss during transport at his own expense. Upon request, he shall provide evidence of the insurance coverage.

#### **§ 5 Warranty**

(1) The statutory provisions shall apply (5). In the event of subsequent delivery of a defect-free item, the limitation period of the purchaser's claims based on defects shall begin anew, unless the supplier disputes the defect and expressly fulfills only as a gesture of goodwill. This shall also apply in the case of rectification of defects, provided that the defect is due to the rectified defect or the consequences of a defective rectification of defects.

#### **§ 6 Property rights**

(1) The supplier shall guarantee and take all precautions to ensure that no patents, licenses or other industrial property rights of third parties are infringed by the delivery and use of the delivery items and / or services.

(2) In the event of an infringement of the industrial property rights referred to in paragraph 1, the supplier undertakes to indemnify the purchaser against all claims of third parties raised against the supplier on the basis of such infringement and to reimburse the purchaser for all necessary and, in particular, chargeable expenses incurred by the purchaser in connection with such claim.

#### **§ 7 Confidentiality**

(1) The supplier is obliged to consider all non-obvious facts, information and documents exchanged within the framework of the business relationship as business secrets and to treat them confidentially and to use them only for the execution of the order.

(2) Without the prior written consent of the purchaser, these may neither be forwarded to third parties and / or the public nor made accessible. Advertising with the business connection also requires prior written consent.

## **§ 8 Place of performance, place of jurisdiction, application of German law**

(1) Place of performance for the delivery or service is Ilsenburg, Saxony-Anhalt

(2) Place of jurisdiction is Ilsenburg

(3) German law shall apply to all legal relationships between the supplier and the purchaser

## **§ 9 General**

(1) If insolvency proceedings are opened against the assets of a contracting party or if the opening is ordered due to lack of assets, or if the insolvency court orders security measures, the other contracting party shall be entitled to withdraw from the contract with regard to the non-performed part.

(2) The entire Terms and Conditions of Purchase shall remain effective even if individual parts are legally ineffective. The ineffective parts shall be replaced by provisions that are as similar as possible in terms of economic success.