General Terms and conditions of purchase of WEBO GmbH

Construction

§ 1 General – Scope

(1.1)   Our terms and conditions of purchase shall apply exclusively; we do not recognize any terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase.

(1.2)   All agreements made between us and the supplier for the purpose of executing, amending, terminating or supplementing the delivery contract shall require unilateral written declarations in text form.

(1.3)   All agreements made between us and the supplier for the purpose of executing this contract shall be set out in writing in this contract.

(1.4)   Our conditions of purchase apply only to contractors in accordance with pursuant to Section 310 (1) of the German Civil Code (BGB).

(1.5)   Our terms and conditions of purchase shall apply in the present version from 31.12.2019 and shall replace the last valid version dated 15.10.2013 also for all future transactions with the supplier.

§ 2 Offer – Drawings – Other documents

(2.1)   We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent.

(2.2)   They are to be used exclusively for the design / calculation / sketch templates based on our order; after processing of the order they are to be returned to us without being requested. They are to be kept secret from third parties; in this respect, the provision of § 9 Para.

§ 3 Prices – Terms of Payment

(3.1)   The price stated in the order shall be binding. In the absence of any written agreement to the contrary, the price shall include delivery "free domicile".

(3.2)   The statutory value added tax is not included in the price.

(3.3)   We can only process invoices if these - in accordance with the specifications in our order - state the order number shown therein; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

(3.4)   Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 60 days after receipt of invoice.

(3.5)   We shall be entitled to rights of set-off and retention to the extent provided by law.

§ 4 Delivery time

(4.1)   The delivery time specified in the order is binding.

(4.2)   The supplier shall be obliged to notify us in writing without delay if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met.

(4.3)   In the event of a delay in delivery, we shall be entitled to claim lump-sum damages for delay in the amount of 1% of the delivery value per commenced week, but not more than 5%.

The prescribed complete quality inspection documentation shall also be deemed to be included in the scope of delivery. We reserve the right to assert further legal claims (withdrawal from the contract and damages in lieu of performance). The supplier shall have the right to immediately prove to us that no damage or significantly lower damage has been incurred as a result of the delay.

§ 5 Transfer of risk – Documents

(5.1)   Unless otherwise agreed in writing, delivery shall be made free domicile.

(5.2)   The supplier shall be obliged to state our order number exactly on all shipping documents and delivery bills; if he fails to do so, we shall not be responsible for any delays in processing.

§ 6 Defects – Liability for defects

(6.1)   We shall be obligated to inspect the design performance for any deviations in quality and quantity within a reasonable period of time; the notice of defect shall be deemed timely if it is received by the supplier within a period of 10 working days, calculated from the date of provision or, in the case of hidden defects, from the date of discovery. Insofar as a quality assurance agreement exists between us and the supplier, this shall have priority with regard to the obligations to inspect for defects and to give notice of defects to be fulfilled by us.

(6.2)   We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the Supplier, at our discretion, rectifies the defect or delivers a replacement. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

(6.3)   We shall be entitled to remedy the defect ourselves at the Supplier's expense,
in case of imminent danger or special urgency.

(6.4)   The limitation period shall be 36 months, calculated from the transfer of risk.

§ 7 Product liability – Indemnification – Liability insurance coverage

(7.1)   Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request insofar as the cause lies within its sphere of control and organization and it is liable itself in relation to third parties.

(7.2)   Within the scope of his liability for cases of damage within the meaning of subsection (1), the Supplier shall also be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB arising from or in connection with a recall action carried out by us. We shall inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.

(7.3)   The supplier undertakes to maintain a product liability insurance with a lump sum coverage of 5 million euros per personal injury/property damage; if we are entitled to further claims for damages, these shall remain unaffected.

§ 8 Property rights

(8.1)   The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with his delivery.

(8.2)   If claims are asserted against us by a third party, the supplier shall be obligated to indemnify us against such claims upon first written request; we shall not be entitled to make any agreements with the third party, in particular to conclude a settlement, without the supplier's consent.

(8.3)   The Supplier's obligation to indemnify shall apply to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.

(8.4)   The limitation period shall be five years, calculated from the conclusion of the contract.

§ 9 Retention of Title - Provision - Tools - Confidentiality

(9.1) We shall retain ownership of any illustrations, drawings, data, calculations, simulations, sketches, methods and other documents provided.

(9.2) The supplier is obliged to keep all documents and information according to paragraph (1) strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall only expire if and to the extent that the production knowledge contained in the documents and information provided pursuant to subsection (1) has become generally known.

(9.3) Insofar as the security rights to which we are entitled pursuant to subsection (1) and/or subsection (2) exceed the purchase price of all our unpaid reserved services by more than 10%, we shall be obliged to release the security rights at our discretion at the Supplier's request.

§ 10 Place of jurisdiction – Place of fulfilment

(10.1) If the customer/supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the customer/supplier at the court of his place of residence.

(10.2) Unless otherwise stated in the order, our place of business shall be the place of performance.

Received on: ....   Signature: ....

Company stamp: