



§ 1 General - Validity

(1) Our following purchasing conditions shall only apply with regard to business companies or other persons as defined by Sect. 320 BGB (German Civil Code).

(2) Purchases shall always be exclusively subject to the following terms and conditions unless the validity of any conflicting or diverging conditions are expressly approved by us in writing. Our purchasing conditions shall also apply even if, being aware of conflicting conditions or conditions diverging from our purchasing conditions, we accept delivery without reserve.

§ 2 Order

Only written orders shall be valid; verbal agreements require our written confirmation.

§ 3 Acknowledgment

Orders shall be acknowledged by the supplier in writing immediately, but at the latest within a period of 8 working days. If we do not receive any protest against our order within the period prescribed, the order shall be considered accepted in all details.

§ 4 Prices

Unless otherwise agreed upon, prices are to be understood free destination including packing. We expect from our suppliers preference treatment. Price increases after submission of the offer shall be valid for us only after giving us written advice with reasons, and acceptance by us.

§ 5 Delivery time

(1) The delivery time indicated in the order shall be binding. Any possible delays in delivery are to be advised to us immediately and in time, stating the reasons for the delay.

(2) The right to claim damages for non-performance shall not be affected by any penalty for non-performance which may have been agreed.

(3) Any differences resulting from other deliveries shall not entitle the supplier to retain the shipment.

(4) Partial deliveries shall not be allowed without our express permission.

§ 6 Shipment and transport insurance

(1) Unless otherwise agreed upon, the shipment shall be made to the shipping address agreed. The order code shall be mentioned in all shipping documents. Each consignment is to be accompanied by a delivery note. Should unpaid shipment be agreed upon, we require a duplicate of the bill of lading in addition to the delivery note.

(2) As a matter of principle the most favourable kind of shipment shall be chosen. We reserve the right to stipulate the carrier. If the supplier is forced to choose a more expensive way of shipment in order to avoid late delivery or as a consequence of a delay, we shall not bear the extra costs incurred. In cases where direct shipment to our customer is stipulated, we enclose delivery notes and expect to receive from the supplier for accounting purposes a dispatch note signed by the carrier.

(3) The supplier shall bear the risk of material damage until the goods are accepted by us or the person authorised by us at the place to which the goods are to be supplied.

§ 7 Invoicing

The invoice shall be sent to us in two copies after shipping the consignment. It should never be enclosed in the consignment. The invoice shall contain all details of the order. Partial invoices shall be permitted only if correspondingly partial shipments were agreed.

§ 8 Terms of payment

Payment shall be effected, unless otherwise agreed, after 14 days with 3 % cash discount or after 60 days net. The term of payment shall count from the date the invoice is received or from the date the goods are received, whichever is later, or in the case of direct shipment, from the receiving date of the shipping advice signed by the carrier.

§ 9 Claims for defects

(1) Goods shall be inspected for possible defects as quickly as possible after receipt of the consignment. The claim for defects shall be considered raised in time in the meaning of Sect. 3777 HGB (German Commercial Code), if it is sent to the supplier within three (3) weeks after receipt of the goods or, in the case of hidden defects, upon their discovery.

(2) Any defects which become evident after start-up or in the course of assembly shall be repaired by a service engineer free of charge.

(3) The material qualities or manufacturing instructions from time to time mentioned by us in our inquiry or order are to be considered as suggestions by us and shall not relieve the supplier from his control and advisory duties.

(4) A restriction of warranty rights or a reduction of the legal warranty obligation shall become effective only with our express consent.

§ 10 Assignment of claims

Claims against us must not be assigned to any third parties.

§ 11 Drawings and tools

Drawings and tools made available to the supplier shall remain our property and be returned to us upon completion of the order without being asked for. They must not be made available to any third persons and may be used only for the execution of our order. The latter shall also apply to any tools furnished by the supplier for the execution of our order which have not become our property.

§ 12 Reservation of title

The supplier shall renounce any reservation of title.

§ 13 Jurisdiction, saving cause

(1) This contract is subject to German law; place of jurisdiction shall be Ludwigsburg. We shall also have the right to file a suit at the supplier's principal place of business.

(2) Should any of the provisions of these purchasing conditions be ineffective for some reason, this shall not affect the validity of the remaining provisions and the contract concluded under these terms and conditions.