1. Conclusion of Contract

1.1 The terms and conditions of purchase apply to all orders placed by us. Any contracts which we place are subject to the express condition that the supplier consents to these terms and conditions of purchase and that the supplier has no reservations or exceptions that will affect the validity of said terms and conditions of purchase in their entirety. The supplier's terms and conditions of supply will only apply in lieu of our own terms and conditions of business subject to our express written consent.

1.2 Our terms and conditions of purchase apply even if we take delivery from the supplier without reservation of title under VOB (Vertrag über öffentliche Beschaffung, VOB/ B) or if the goods are pre-manufactured by the supplier according to our specifications or plans. In such cases, the supplier's customers can also carry out the measurements set out in § 5.9 at sub-contractors and the supplier's own suppliers.

2. The materials and drawings

2.1 Production materials, such as models, samples, tooling, drawings and the like, which we may order or which we may provide to the supplier for production purposes, remain our property and shall be clearly marked as such and stored separately and free of charge.

2.2 Where the supplier acquires title here, processing or transformation will be deemed to be carried out on our behalf. The supplier will

3. Delivery and delivery dates

3.1 The supplier shall, with the order in terms of design, scope and scheduling, in particular the delivery must conform with the released samples and must be executed by the date stipulated. The supplier will fall into default automatically on expiry of the delivery date, without the necessity of a grace period. We are not obliged to take receipt of part shipments or excess deliveries.

3.2 The supplier will not pay back to us until we have unloaded and taken receipt of the goods at the place of destination.

3.3 In the event of delay in delivery or full or partial non-performance the supplier will indemnify us for any costs and expenses incurred thereby, which were not caused by our fault. If the delay is due to a delay in delivery on the part of our suppliers, the supplier will still be liable for the delay. We may withhold payment in whole or in part pending remedy of defects in the goods in a maximum of 5% of the value. We reserve the right to claim a higher default damage, in which case the above amount will be deducted. In any case, we are also entitled to accept other substitute goods, or to demand repair or replacement of the goods, with the supplier bearing the costs, the extent of our joint ownership will correspond to the total costs.

4. Terms of payment

4.1 Invoices and delivery documentation must be submitted in duplicate, stating the delivery date, our order number and the drawing number with the reference number of the goods supplied.

4.2 Payment will be made, at our discretion, either within 14 days less a discount of 3 % or net within 30 days of receipt of invoice. Under no circumstances will default begin earlier than 45 days after receipt of invoice. Under no circumstances will default begin earlier than 45 days after receipt of invoice.

4.3 The supplier may not assign its claims against us or allow them to be collected by third parties, unless we have given the supplier a binding offer to purchase certain goods until we place our individual call-off order.

5. Redress

5.1 The supplier will indemnify us completely for warranty claims under sales law. The supplier will also indemnify us completely against any further damage, however, irrespective of whether the supplier is at fault, in any event 1% of the value of the partial delivery of the portion for each shipment or full part of week delay, up to a maximum of 10% of the value for the total delayed shipment. Where the supplier is in delay and the case the above amount will be deducted. In any case, we are also entitled to accept other substitute goods, or to demand repair or replacement of the goods, with the supplier bearing the costs, the extent of our joint ownership will correspond to the total costs.

5.2 Where goods are returned and replacements or reworked goods are supplied, the supplier will

5.3 Upon receipt of the goods we will verify compliance with the quantity ordered and check for defects and damage or defect, we will report this within 14 calendar days of receiving the goods. If a defect is reported later, it will be deemed agreed that the goods were in a perfect condition at the time of delivery. In the event of delay in the supplier for its own purposes without our prior written consent. The same will apply to any goods which have been reduced in quality or quantity through our fault or without fault.

5.4 Where a defect is discovered we shall have the right to demand repair or replacement free of charge at the supplier's expense. If the supplier is in delay or neglects to repair or replace the goods, we may carry out the necessary repairs ourselves and demand reimbursement from the supplier. Where the supplier is in delay, we will charge a default interest of 1% of the value of the goods per day on the amount of the default until full payment is made.

5.5 Where goods are returned and replacements or reworked goods are supplied, the supplier will

5.6 If more than one party is responsible for the costs those parties will be jointly liable to us. We have the right to inspect anonymously the supplier's payroll lists of the supplier at any time. We have the right to inspect anonymously the supplier's payroll lists at any time. We have the right to inspect anonymously the supplier's payroll lists at any time. We have the right to inspect anonymously the supplier's payroll lists at any time. We have the right to inspect anonymously the supplier's payroll lists at any time. We have the right to inspect anonymously the supplier's payroll lists at any time.

6. Severability: written form

6.1 If any provision of these terms and conditions of purchase is or becomes invalid or void in full or in part, this will not affect the validity of the other provisions. In this case, the invalid clause or part of the invalid clause which – in economic terms – comes closest to the meaning of the invalid clause.

7. Place of performance, place of jurisdiction, applicable law

7.1 In the event of delay in delivery or full or partial non-performance the supplier will indemnify us for any costs and expenses incurred thereby, which were not caused by our fault.

7.2 The supplier's terms and conditions are at variance with or do not pay its employees the minimum wage pursuant to section 1 MiLoG or breaches the statutory requirements.

7.3 If claims are filed against us under section 13 MiLoG, section 14 AEntG by employees of the supplier, we will become jointly responsible for the costs those parties will be jointly liable to us. The supplier's application to the official labor inspectorate, which is an ex officio agent instructingly by it does not pay its employees the minimum wage pursuant to section 13 MiLoG, section 14 AEntG and reimburse us for any costs we incur from such claims asserted by these employees unless the supplier is not responsible for the damages. We have the right to inspect anonymously the supplier's payroll lists of the supplier at any time.

7.4 We have the right to inspect anonymously the supplier's payroll lists at any time. If the supplier is in delay, we will charge a default interest of 1% of the value of the goods per day on the amount of the default until full payment is made.

7.5 To secure our claims we reserve the right to demand at any time that the supplier provide security, for example in the form of a bank surety.

8. Severability: written form

8.1 If any provision of these terms and conditions of purchase is or becomes invalid or void in full or in part, this will not affect the validity of the other provisions. In this case, the invalid clause or part of the invalid clause which – in economic terms – comes closest to the meaning of the invalid clause.

8.2 Where these terms and conditions of purchase stipulate compliance with written form requirements, unless otherwise stated, electronic transmission will be deemed to comply with written form requirements.