

1. Application

1.1 All goods, services and offers from our suppliers are agreed exclusively on the basis of the terms of these General Conditions of Purchase. They form a part of all contracts that we agree with our suppliers for their goods and services. They also apply to all future goods, services or offers to us, even if they have not been explicitly specified on future occasions.

1.2 Conditions imposed by suppliers which are inconsistent with or deviate from these General Conditions are not accepted by us unless we have explicitly agreed in writing that they should be accepted. Our General Conditions also apply when we accept goods without reservations, even if we are aware of supplier conditions inconsistent with or deviating from our conditions.

1.3 Our General Conditions only apply to companies, as defined in paragraph 14 of the German Federal Civil Code (BGB), if the contract relates to the business of the company, as well as to legal entities under public law or public-law special fund, as defined in the Civil Code, paragraph 310, section 1.

2. Orders and contracts

2.1 The sourcing of energy services, products and institutions, which have essential influence on our energy consumption, depends in parts on the energetic performance.

2.2 The confirmation of an order by the supplier must include the amount, price, discount, guaranteed delivery date and all reference numbers and codes from our order.

2.3 Offers, drafts, samples and prototypes from the supplier are provided to us free of charge or any obligation. Expenses or other payments for visits or the preparation of offers, projects, etc. will not be refunded unless otherwise agreed.

2.4 We are entitled to change the time and place for delivery and the form of packaging at any time by written notification, so long as it is made at least [2] calendar days before the previously agreed delivery date. The same applies to changes in the product specifications, so long as these can be made as part of the normal production process of the supplier without significant additional cost, though in this case the above notification must be made at least [1] week in advance. We will refund the supplier for any additional demonstrable and reasonable costs resulting from the change. If such changes necessitate delays in delivery which could not have been avoided by reasonable efforts as part of the supplier's normal production and business processes, the originally agreed delivery date will be adjusted accordingly. The supplier will make a careful assessment of the anticipated additional costs or delivery delays and inform us in writing in good time before the delivery date, and in any case at least within [5] working days of receipt of the notification specified in the first sentence of this section.

2.5 We retain unrestricted ownership and copyright for images, drawings, calculations and other materials related to an offer; they may not be made available to third parties without our explicit written permission. They must only be used for the preparation of the delivery on the basis of our order; after the completion of the order, they should be returned to us without charge or the need for an explicit request.

3. Prices / payment conditions / invoice specifications

3.1 The price shown in the order is binding. This also applies to framework contracts for the entire period of the contract.

3.2 All prices are assumed to be "delivered duty paid" at the delivery address provided by us, including value added tax and packaging, though we have the right to specify the nature of the packaging and the means, route and insurance of transport. If the contract does not include packaging and there is no explicit indication of the cost of any packaging – not including temporarily loaned packaging – then this should be charged at the level of the demonstrable actual cost. We may require the supplier to collect the packaging at his expense.

3.3 If a delivery is accepted earlier than agreed, payment is due according to the agreed date. If a delivery arrives late, the date of actual receipt is deemed to be the date of the invoice.

3.4 Unless otherwise agreed, we will pay for the goods or services within 14 days of receipt of the invoice with a 3% discount, or within 60 days at the agreed price.

3.5 Our order number, the article number, the quantity and the delivery address should be shown on all order confirmations, delivery notes and invoices. If any of these details are missing and this results in a processing delay using our normal business procedures, the period for payment indicated in section 3.4 is extended by the length of the delay caused.

3.6 If goods or services are exempt from value added tax, the supplier is required to provide the necessary documentation or to assist in its acquisition. For deliveries within the European Union, the supplier must provide his VAT registration number, verify his corporate status and assist in the preparation of the necessary accounts and documentation.

3.7 In the event of an incorrect delivery, we are entitled to withhold payment to the proportionate value until the correct order has been delivered in full. Conversely, any payments made do not constitute confirmation that the delivery was accepted as fulfilling the contract.

3.8 The supplier is not entitled to assign his rights to payment by us to others or to instruct third parties to collect it, unless consent has been obtained in writing in advance, though this consent should not be unreasonably refused.

4. Delivery deadline / delivery delays / transfer of responsibility

4.1 The delivery deadlines specified by us are binding, and refer to the date and time when the goods are received at the place of receipt or use specified by us.

4.2 If the supplier realises that an agreed deadline for delivery cannot for any reason be met, we must be notified immediately in writing, with the reasons for and duration of the delay.

4.3 In the event of a delay in delivery, we reserve all our legal rights, including the right to cancel and receive compensation instead, if the delivery has still not been made after a reasonable extension. We have the right, if a delay in delivery takes place, after a written warning, to claim a penalty of 0.5% for each week or partial week of delay, up to a maximum of 5% of the value of the order. The penalty will be in addition to the compensation to be paid by the supplier for the consequences of delay.

4.4 Acts of God, industrial disputes and other unavoidable and unforeseeable events only exempt the supplier for the period of the disruption and only to the extent that they affect the ability to meet the commitment. We are wholly or partially freed from our obligation to accept the goods or services and entitled to withdraw from the contract if the delay to delivery caused by such events means that the goods or services can no longer be used by us, taking into account the business consequences.

4.5 Even when a delivery has been agreed, responsibility for the goods is only assumed by us when they have been delivered at the agreed destination.

5. Property rights

5.1 We retain ownership and copyright for all orders made by us, as well as images, drawings, calculations, descriptions and other materials provided to the supplier. The supplier may not without our explicit permission make them available to third parties, make them known to others, use them or allow third parties to use them or make copies. The documents must all be returned to us on request.

5.2 Tools, equipment and models which we have made available to the supplier, or which were made for the purposes of the contract and separately charged for by the supplier, remain or become our property. The supplier must identify them as our property and take proper care of them, preventing damage of any kind and using them only for the purposes of the contract. The cost of maintenance and repair of these items is shared equally by the parties to the contract – unless otherwise agreed – unless these costs have been incurred due to negligence by the supplier.

- 5.3 Reservations of title by the supplier only apply to the extent that they relate to our duty to pay for the relevant products. In particular, extended or lengthened reservations of title are not permitted.
- 5.4 Materials or parts supplied by us remain our property. They may only be used for the purpose of fulfilling our order.
- 6. Material defects and defects of title**
- 6.1 All the items and services delivered by the supplier must, unless otherwise agreed, adhere to the latest technological standard, the relevant legal requirements and the regulations and guidelines of authorities, trade associations and professional bodies.
- 6.2 Acceptance of delivery is always subject to verification of quantity and quality. A complaint is valid for recognisable defects if it is made within five working days of delivery. If the defect could not have been detected by normal inspection, the complaint is valid if it is made to the supplier within five working days of its detection.
- 6.3 If defects are found, we retain all our legal rights, with the location where the warranty applies being the indicated place of use; we are entitled to require, at our choice, either repair of the defects or the delivery of replacements. The corrective action is considered to have failed if an attempt at repair or replacement does not remove all defects. The supplier is committed to make all necessary efforts to repair the defect or provide a replacement. We are further entitled to withhold a proportionate share of the payment until the defects have been removed.
- 6.4 Our rights to fulfilment of the order remain until compensation has been fixed in writing or by court decision to compensate for non-fulfilment. If a defect causes us to withdraw from the contract, the supplier must also refund us the costs of the contract.
- 6.5 If the supplier delays supplying the replacement or undertaking the repair, we are entitled to have the replacement or repair done ourselves or by a third party at the cost of the supplier. The same applies if the situation is urgent and the supplier cannot be reached promptly or is not in a position to undertake the repair or obtain the replacement in time. The supplier should be informed hereof immediately.
- 6.6 Our right to complain about defects is limited in time as specified by law, but not until at least two months after such time as we have dealt with any complaints from our customers stemming from the same defect. This exception ceases to be valid at the latest five years after the item was delivered to us. For parts that are replaced, these time periods start when the replacement is installed. If the supplier investigates the existence or removal of a defect, the period of time limitation only starts when the supplier has informed us of the result of the investigation and states that the defect has been removed or refuses to carry out further work to remove the defect. This also applies in particular when the investigation is initiated by the supplier or the supplier instructs it to be undertaken by a third party.
- 7. Product liability / liability insurance**
- 7.1 If the supplier is responsible for damage to a product, he is required to indemnify us on request against any claims by third parties for compensation, if the cause is in his area of control or organisation and he is liable for the external obligation. If a defect in the product from the supplier forces us to recall products from third parties, the supplier is liable for all costs associated with the recall. We will inform the supplier as far as reasonably possible as to the nature and extent of the recall and give him the opportunity to comment. All legal rights remain reserved.
- 7.2 The supplier undertakes to take out liability insurance for operation and products with flat rate cover of at least [5] million euros per case of personal injury or material damage; if we are entitled to further compensation, this is unaffected. The supplier will provide us with a copy of the insurance policy on demand at any time.
- 8. Trademark protection**
- 8.1 The supplier guarantees that no rights of third parties are infringed by his services, in the knowledge that our products are sold around the world.
- 8.2 The supplier is committed to indemnify us immediately on request against any claims made against us by third parties relating to the infringement of third party rights referred to under 8.1 and to refund us for any necessary costs in connection with such claims. This commitment is not affected by whether the supplier is at fault.
- 9. Replacement parts**
- 9.1 The supplier is committed to supply replacement parts for products supplied to us for at least [5] years after delivery.
- 9.2 If the supplier intends to cease production of replacement parts for products supplied to us, he must inform us immediately after the decision is made. This decision must, notwithstanding the requirement under 9.1, be no less than [6] months before production is halted.
- 10. Confidentiality**
- 10.1 The supplier is committed to keep confidential the conditions of the order and all information and documentation supplied in connection with the order (with the exception of publicly available information) for [5] years after the conclusion of the contract, and only to use these for the purpose of fulfilling the order. The supplier will immediately return them to us on request after enquiries have been dealt with or an order has been fulfilled.
- 11. General conditions**
- 11.1 The supplier is not permitted to delegate the work to third parties or subcontractors without our prior agreement.
- 11.2 The location for the fulfilment of the delivery is the delivery address or dispatch office specified by us. The location of fulfilment for all other commitments on both sides is our registered office.
- 11.3 The exclusive place of jurisdiction for all disputes arising in connection with the contract, including currency exchange and check processes, is our registered office. We are however also entitled to take legal action against the supplier in his jurisdiction.
- 11.4 The contracts between us and the supplier are subject to the law of the Federal Republic of Germany, with the exception of conflict of laws provisions, the Convention on Contracts for the International Sale of Goods (CISG) or other conventions relating to the law on the sale of goods.