

General Terms and Conditions of Purchase (GTC-Purchase) confer GmbH, Bielefeld

§ 1 Application

1. The following 'General terms and conditions' shall apply to all orders by the purchaser and deliveries by the supplier—also in cases where the supplier stipulates other terms and conditions. Any deviation from the following 'General terms and conditions' shall only be valid subject to written consent of the purchaser.
2. These conditions are also valid for all follow-up transactions with the supplier.

§ 2 Quotations

1. The supplier is obliged to accept our order within a period of 1 week and to confirm by an order confirmation again.
2. In some cases drawings specified by us including tolerances are binding. By accepting the order, the supplier acknowledges that he has taugth through insight into the existing plans of the nature and scope of the execution of the service. In case of obvious errors, spelling mistakes and miscalculations in the assembly drawings, parts lists, drawings, films, reproductions and other documents submitted by us, there is no obligation for us. The supplier is obliged to inform us of any such errors, so that the order can be corrected and renewed. This also applies to missing documents or drawings.
3. To illustrations, assembly drawings, parts lists, films, reproductions, drawings, calculations and other documents and items we reserve the right of ownership and copyright; they may not be reposted without our express written consent. They shall be used exclusively for production on our order; after the order they are returned to us. To third parties, they must be kept confidential, to the extent considered the ruling under § 9, paragraph 4.

§ 3 Prices and Payment

1. Price reported in the order is binding. Unless otherwise agreed the price shall be "ex works", packaging included. The return of packaging requires special agreement.
2. Invoices can only be processed if they specify the order number, item number and the vendor number - according to the requirements of our order. In addition, the bills have to contain the tax information according to § 14 UStG in particular tax no., time of performance, delivery note number, etc. For all consequences arising due to non-compliance with this obligation, the supplier is responsible. If the items do not appear, we shall be entitled to withhold the purchase price to be asserted.
3. We pay unless otherwise agreed in writing, the purchase price within 10 days from delivery and receipt of invoice with 2% discount or within 30 days of receipt of invoice. Time delays caused by incorrect or incomplete invoices shall not affect discount periods.
4. The payment shall not affect our right to complain and the warranty of the supplier.
5. The right of setoff and retention by law is to us.
6. Agreed delivery rates are also available for repeat business and can only be terminated with a period of 3 months to 30.6. of each year.

§ 4 Date of delivery

1. The delivery date specified in the order is binding.
2. On date of delivery the goods must be received at the receiving location specified by us. If the delivery is not "free", the supplier has to provide the goods, taking into account the usual time for loading and transportation time. The supplier is required to inform us in writing if circumstances occur or are recognizable to him, from which it follows that the agreed delivery date can not be met.
3. The supplier is obliged to announce delivery delays late least 5 working days prior to the confirmed date. If in short-term time delays or quality problems, our customer occupies us with penalty or reworking provides us cost accounting, this will be passed on by us to the supplier.
4. In case of delayed delivery we are entitled to the statutory claims. In particular, we are entitled to demand after the fruitless expiry of a reasonable period of time damages instead of performance and withdrawal. If we demand damages, the supplier has the right to prove to us that he was not responsible for the breach of duty. Do we have a delayed delivery, increased costs due to overtime, express parcel service, etc. we are entitled to invoice this to the supplier.
5. In case of delay in delivery, we are entitled to demand liquidated damages caused by delay in the amount of 0.5% of the delivery value per full week, but not more than 5%; continuing legal claims (withdral and damages instead of performance) remain expressly reserved. The supplier has the right to prove that no or a considerably lower damage has occurred as a result of the delay.
6. Prior to the delivery, we are not obliged to goods acceptance.

§ 5 Passing of risk, documents

1. The delivery, unless otherwise agreed in writing, has to be made free house; particular is also the transport insurance at the expense of the supplier. Was exceptionally agreed that the freight is to be paid by us, the supplier has to select the required mode of transport from us, otherwise the cheapest for us transport and delivery.
2. The risk is only upon acceptance by our reception point to this.
3. The supplier is obliged to indicate exactly on all shipping documents and delivery notes our order number and the product number; if he fails to do so, delays in the processing are not represented by us.

§ 6 Warranty, liability for defects

1. The supplier is obliged to check his goods according to our specifications for defects. Corresponding test reports must be submitted to us on demand. We reserve the right to inspect the goods upon receipt at our warehouse or at our customer within a reasonable time even for any quality and quality deviations; the complaint is timely if it is received within a period of 5 working days from receipt of goods or in hidden defects at the supplier. If a defect is only discovered by our customer, the complaint is timely if this, after we have been notified of the defect, has been forwarded to the supplier within 5 days. In regard to the fulfilling of our investigation and obligation to give notice of defects apply -if any is existing- the special conditions of an 'Supplier Quality Assurance Agreement' between us and the supplier. We are responsible to no other obligations than those mentioned above audit and reporting obligations.

2. The supplier retains the requirement that the goods, including packaging and labeling comply with our specifications. Our order or our job is carried out professionally and properly according to the state of the art as well as the relevant legal provisions, rules and regulations of public authorities, trade associations and professional associations. All products to be delivered to us must conform to the applicable safety regulations (eg CE directives etc.).
3. We are entitled to the legal claims; in any case, we are entitled to demand that the supplier either defect or delivery of a new item. The right to damages, in particular is expressly reserved to damages instead of performance.
4. We are entitled to make at the expense of the supplier to remedy the defect itself when danger is in default or special urgency.
5. The limitation period shall be 24 months from transfer of risk.

§ 7 Product liability, indemnity, liability

1. If the Supplier is responsible for product damage, he is obliged to indemnify us on first demand of third party claims, as the cause is in his control and organization and he is liable in relation to itself.
2. As part of its liability for claims within the meaning of paragraph 1, the supplier is also obliged to reimburse any expenses pursuant to § 683, 670 BGB or § 830, 840, 426 BGB, arising out of or in connection with any of give us recall action carried out. Be the content and scope of the recall measures we inform the supplier - as far as possible and reasonable - and give him the opportunity to comment. Shall not affect other statutory claims.
3. The supplier undertakes to maintain a product liability insurance with coverage of € 10 million per personal injury / property damage - blanket - during the term of this contract, i.e. to entertain up to the expiry of the defects limitation; are us further claims for damages, so these remain unaffected.

§ 8 Rights

1. The Supplier guarantees that, in connection with his delivery, no rights of third parties.
2. If we are therefore taken by a third party claim, the supplier is obligated to indemnify us on first written demand from these claims.
3. The indemnification obligation shall apply to all expenses, arising from or in connection with the claim by a third party.
4. The limitation period is ten years, beginning with the conclusion of the respective contract.

§ 9 Retention of title, provided materials, tools

1. If we provide parts to the supplier, we reserve the right of ownership. Processing or transformation by the supplier shall be made for us. If our processed reserved goods are processed with other objects not belonging to us, we acquire co-ownership of the new item in proportion to the value (purchase price plus VAT) to the other processed objects at the time of processing.
2. If the item provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of value of our item (purchase price plus VAT) to the other processed items at the time of mixing. If mixing in a way that the supplier's item is to be regarded as the main item, it shall be agreed that the supplier transfers proportional joint ownership to us; the supplier shall hold the sole ownership or co-ownership for us.
3. At financed or co-financed tools we reserve the property. The supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft. At the same time, the supplier hereby assigns to us as compensation claims from this. Wir hereby accept the assignment. The supplier is obliged to carry out in time to have any required maintenance and inspection work and all maintenance and repair work at his own cost. He has to inform us immediately about any incidents and to perform; if he fails culpably, as claims for damages remain unaffected.
4. To the extent that we are entitled to security interests (according to 1 and / or 2) exceeds the purchase price of all unpaid reserved goods by more than 10 %, we are committed to the supplier's request to release the security interests of our choice.
5. For the materials provided by us and used for deliveries from the factory reusable euro-pallets, the supplier carries out a range of account and provides us with the data on request.

§ 10 Confidentiality

The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information as strictly confidential. To third parties may be used only with our express agreement disclosed. The confidentiality obligation shall survive the termination of this contract; it shall expire if and to the extent the knowledge contained in the illustrations, drawings, calculations and other documents has become generally known.

§ 11 Applicable Law, jurisdiction, place of performance

1. Apply to all legal relations between us and the supplier, even if the supplier has its headquarters abroad, German Law, excluding the UN Sales Convention (CISG), the validity of which is expressly excluded.
2. If the supplier is a merchant, our registered office of jurisdiction; however, we are entitled to sue the supplier at the court having jurisdiction.
3. Provided that the order otherwise, our business is the place of performance.
4. If any provision of the contract or these conditions be invalid, this shall not affect the validity of the remaining provisions.