

General Conditions of Purchase

Our order shall be carried out strictly on the basis of the following conditions:

1. Orders

Deliveries which are not effected based on written orders will not be accepted. Verbal agreements must be confirmed in writing.

2. Prices

All prices shown in the order are fixed (reduced by bonuses or discounts) unless different agreements are made.

If the order has no price agreement then the purchase contract comes into force only after our confirmation.

Packaging will be paid for only after being agreed explicitly

3. Shipping

The supplier is liable for consequences in case of incorrect issuance of the delivery documents.

A dispatch note shall be sent right upon departure of each consignment.

If the delivery documents do not show our order number then all costs such as demurrage etc. are on supplier's behalf.

Transport risks, also risks of breakage including all insurances are on supplier's behalf.

4. Invoicing and payment

Invoices containing order no. and date must be sent separately right upon departure of the goods. They shall not accompany the goods. Invoices issued at the end of the month must be presented latest within 3 working days in the month following.

5. Claims

The supplier waives the objection to a delayed claim.

6. Warranty

All goods which, after our acceptance, become unusable or defective within one business year or within the warranty period agreed because of material defects, production defects or faulty design must be replaced by the supplier without delay at his own cost as well as he has to remedy all defects and damages occurred.

In urgent cases or if the supplier is in delay with the above obligations then we are authorized to provide cover for the defective goods at his cost or to effect repair and have eliminated defects occurred.

In case of defects we have the right of choice between replacement, rework, price reduction or withdrawal from the contract.

7. Transfer of the contract

The purchase contract closed as well as the counter-claim of the supplier may not be transferred to a third party without our written consent, neither partly nor in total.

The supplier may receive our consent at request if there are no counter-claims.

8. Delivery date and withdrawal from the contract

The delivery dates agreed must be adhered to without fail. Otherwise, at our choice, we are entitled to withdraw from the contract or to get replacement by a third party or to get compensation due to non-performance.

9. Place of Performance

The place of performance for deliveries and payment as well as place of jurisdiction is Schwerte/Germany.

10. Miscellaneous

Different conditions apply only if they are accepted by writing. Even if these different conditions are included in the order acknowledgement they do not oblige us without our written consent. Performing the order means acceptance of our terms and conditions.

Visits, planning and else will not be paid for.

Disclosing of our orders to third parties or using them for promotion services is not allowed.