

Purchasing Conditions E 03

Seppeler group

I. Validity

1. The following specifications apply to all orders, which the companies of the Seppeler group place with suppliers - no matter what kind. Opposing or deviating general terms and conditions of the suppliers do not apply to the companies of the Seppeler group, even though they will not be expressly opposed and the delivered goods will be accepted.
2. Orders and agreements are only binding if they are issued or confirmed in writing. Employees of the group are not authorised to place verbal orders.

Issued orders must be confirmed in writing by the supplier, within five working days at the latest. On confirmation, these conditions are recognised as being binding.

Changes must be in writing.

II. Scope of delivery / prices

1. The scope of delivery and prices depend on our orders. Stated prices include postage and packaging to the destination stated by us.
2. Costs for transport and transport insurance are borne by the supplier.
3. Stated order dates and material descriptions are binding for the deliveries, and must be stated on all documents required to handle the order.
4. Existing DIN, VDE and similar specifications must be adhered to, even if this is not expressly required in the order.

The supplier must ensure that patents and intellectual property rights etc. of third parties are adhered to and are not infringed, so that the companies in the Seppeler group can use the delivered objects unimpeded. In the case of infringement, the supplier must release the companies in the Seppeler group from recourse by third parties.

5. The supplier is not authorised to make partial deliveries, these do not have to be accepted. Orders must be treated as confidential. Third parties must only be assigned to carry out orders after authorisation by us.

III. Delivery time

1. Delivery times stated in the orders must be adhered to. If the supplier is not in a position to adhere to the deadlines, he must inform us of this immediately in writing, stating the reasons, and give a new delivery date.

If an appropriate grace period is not adhered to, the right to demand optional subsequent delivery and compensation applies.

2. The acceptance of delayed deliveries does not rule out the enforcement of compensation claims due to delayed delivery.

IV. Guarantee

1. The supplier is obliged to transfer goods ordered by us, free from material defects and defects of title. We do not recognise reservation of ownership in any form, and equally we do not agree to the transfer of receivables that we are entitled to. Our end customers must supply exclusively to us. If we or a company in the Seppeler group are owed receivables by the supplier, we are authorised to offset this with purchase price claims.
2. For the goods delivered to us, the legal regulations regarding the limitation of claims for defects apply. If a material defect is shown within six months of transfer of risk, then it will be assumed that the item was already defective on transfer of risk.
3. The acceptance of goods occurs on the proviso that they are defect-free. The objection of delayed notification of defects and unconditional acceptance is excluded.
4. At our request, the goods ordered by us must initially be ceded to us on a trial basis, and to check the suitability for our purposes. The purchase is then completed under the suspended conditions of approval by us.
5. In urgent cases or if defects are not eliminated within an appropriate period - as a rule 10 days - we have the right to eliminate the defect ourselves or have it eliminated by third parties, and invoice the supplier for the costs.

In the case of subsequent delivery or rectification, the limitation period of claims for defects starts again.

6. Recourse claims by us against the suppliers, due to material defects in accordance with sects. 478, 479 BGB [German Civil Code] remain unaffected. We can even enforce them if the end customer is not a consumer but an entrepreneur.

V. Manufacturing equipment

1. Drawings, models, tools or templates that we provide to the supplier to carry out an order, remain our property. If processing etc. is carried out with objects that do not belong to us, we acquire joint ownership of the newly produced item. Processing or remodelling by the supplier is carried out for us as the manufacturer.
2. The supplier is obliged not to make objects transferred to him by us, accessible to third parties, and to keep knowledge acquired through this transfer confidential.
3. The manufacturing equipment must be handed over to us in our factory, on completion of the cooperation, without specifically being requested to do so. The supplier must insure the equipment against damage, loss or theft. He is liable to us for defect free issuance.

VI. Invoicing/payment

1. Invoices and bills of lading should be issued in duplicate, stating our order numbers and a breakdown of the delivered objects.
2. We make payments after delivery and receipt of invoice, optionally within 14 days with 3% early payment discount or within 30 days net.

VII. Place of fulfilment / place of jurisdiction

The place of fulfilment for all deliveries and services is the headquarters of our company. This is also the place of jurisdiction.

VIII. Law

Exclusively the law of the Federal Republic of Germany applies.

IX. Severability clause

If individual conditions of our purchasing conditions are or become invalid, then the validity of the remaining conditions shall not be affected by this.