



§ 1 Application of the terms and conditions

1. The legal relations to our suppliers shall exclusively be based on the present General Purchasing Conditions ("GPC", hereinafter also referred to as "General Terms and Conditions of Procurement (T&Cs)". Changes and supplements shall require written form in order to take effect, this also applying to a waiver of this requirement of written form. Deviating, contradicting or supplementary General Terms and Conditions of Business shall not become an integral part of the contract, despite knowledge or unreserved acceptance of a supply, unless we have expressly approved their validity in writing.
2. The present terms and conditions of procurement shall also apply to all future transactions with the supplier.

§ 2 Orders

1. Our orders shall become binding if they are made in writing and are performed by the supplier or are confirmed within 2 weeks with a statement of price and delivery time. The order confirmation is to state the number and date of our order. Until receipt of the order confirmation, we reserve the right to revoke our order.
2. If the order confirmation deviates from our order, the contract shall only originate when we confirm the deviation in writing.
3. The supplier shall keep our know-how contained in requirements, descriptions and plans secret and shall exclusively use it to fulfil our order. We reserve ownership and copyrights to illustrations, diagrams, calculations, models, samples, tools and documents which we provide to the supplier in connection with an order.

§ 3 Prices, invoice, payment

1. Prices agreed with the supplier shall be fixed prices and shall include supply franco domicile and the costs of packaging.
2. Invoices shall be sent as single copies to our postal address or in an electronic form to the following e-mail address: eingangrechnung@emb-wittlich.de and must correspond with the structure in our invoice and also reproduce the number and the date of our order.
3. Our payment shall be made within 14 days with 3% discount or within 30 days net cash following contractual receipt of the goods and a regular and audit-capable invoice. If premature supplies are accepted, invoices shall be due for payment no earlier than the originally agreed supply date.
4. The supplier cannot assign claims aimed against us. It can only offset with undisputed or legally effective claims.

§ 4 Capacity as producer

1. If the supplier does not make reference in writing to its capacity as trader on the occasion of the order and we have not been able to recognise this on the basis of the external circumstances, the supplier shall accede to the contractual relationship to us as the manufacturer with a view to the goods ordered by us and shall assume all the legal duties of a producer towards us.
2. Upon our request, the supplier shall issue a certificate of origin sufficing foreign trade dealings free of charge. The supplier shall notify a change of origin without delay. To the extent necessary, the supplier shall prove its statements on the origin of the goods by means of an information sheet confirmed by the competent customs office.

§ 5 Supply

1. Delivery periods agreed with the supplier shall be binding. Delivery dates shall be deemed fixed dates. Receipt of the goods by us shall be decisive for compliance with them. Unreserved acceptance of a delayed supply or service shall not mean any waiver of rights accruing to us on account of the delay.
2. Part supplies shall only be admissible following express agreement.
3. Each supply must contain a delivery note, the structure of which corresponds with our order and which contains the number and the date of our order.
4. The supplier shall be obliged to notify us in writing without delay if circumstances preventing it from complying with the agreed delivery dates become recognisable for it.
5. We only acknowledge a simple retention of title. We may consume, machine, process and resell the supply in the ordinary course of business.

§ 6 Warranty and liability

1. The supplier shall permanently monitor the quality of its products and services. It shall be obliged to observe quality assurance agreements made with us in the version valid at the time at all times. It shall obligate upstream suppliers accordingly. Changes to the object of supply shall require our prior consent.
2. We shall not be obliged, but entitled to control incoming goods and to notify defects. The supplier waives the objection of delayed examination and notification of defects. Notwithstanding this, we shall notify damage recognisable from the outside and deviations in identity and quantity which are immediately recognisable without delay. If defects are established, we shall be entitled to send the entire delivery back.

3. In the event of defects, we shall at our choice be entitled to demand subsequent performance in the form of remedying of the defects or supply of defect-free goods. In urgent cases, we shall be entitled to remedy defects at the supplier's expense or, if this is not possible, to make hedging purchases from a different supplier at the supplier's expense.
4. The supplier may not reject or curtail reimbursement of costs of dismantling and installation according to § 439 German Civil Code simply because we have taken the purchased product to a different place and installed it there.
5. Within the framework of its liability, the supplier shall also be obliged to reimburse us for expenditure according to §§ 683, 670 or 830, 840, 426 German Civil Code incurred by us from or in connection with a recall action arranged for by us. In such a case, we shall inform the supplier as promptly as possible about the content and the scope of the recall measure and give it an opportunity of commenting.
6. If claims are made against us according to German or foreign law by third parties in connection with purchased products and services, for example from product liability, the supplier shall be obliged to indemnify us at first request from claims to damages, the cause of which is in its sphere of control and organisation.
7. For the term of its business relationship to us and for its entire duration of liability following it, the supplier shall be obliged to maintain a product liability insurance with a sum insured for personal, property and general financial damage of no less than € 10 million with a double maximum per year, also covering costs of examination, sorting and replacement of individual parts to a suitable extent. This shall apply notwithstanding our statutory rights.

§ 7 Indemnification in product liability and breaches of property rights

1. The supplier guarantees that the products and services supplied by it fulfil all the acts, ordinances and guidelines valid at the time of the supply, in particular the safety directives of the Federal Republic of Germany and the EU. This shall in particular apply with a view to DIN standards, VDE and VDI provisions and the rules of the TÜV.
2. The supplier guarantees the unlimited copyright law freedom in use and trade of the objects supplied by it at home and abroad. If claims are nevertheless made against us by a third party on account of an alleged breach of German or foreign property rights, the supplier shall indemnify us against all third parties' claims at first request and shall reimburse us for the entire damage incurred as a result of this.

§ 8 Subsequent supply, replacement parts and repairs

1. The supplier assumes the duty for subsequent supplies, replacement parts, maintenance services and repairs with a view to the objects to be supplied against remuneration customary on the market. This obligation shall apply from supply for 1.5 times the fiscal duration of depreciation, albeit for no less than three years, to the extent that no longer-lasting statutory obligation applies.

§ 9 Close

1. All rights and duties from the contractual relationship, including all legal topics connected therewith, shall be governed by the law of the Federal Republic of Germany to the extent that nothing to the contrary has been agreed in writing. Application of the United Convention on the International Sale of Goods has been ruled out, the German law of conflicts is ruled out.
2. The place of performance for supply and payment shall be our corporate registered office, subject to a deviating order.
3. If the supplier is a merchant within the meaning of the German Commercial Code, a public-law entity or public-law fund, the place of jurisdiction for all obligations from the contractual relationship - also for matters concerned with cheques and bills - shall be Wittlich in Germany. This shall also apply vis-à-vis suppliers abroad.
4. If a provision of the present terms and the further agreements made is or becomes ineffective, the validity of the remainder of the contract shall not be affected. The contracting parties shall be obliged to replace the ineffective provision by a regulation as equal as possible to it in the commercial outcome.