

General Terms and Conditions of Purchase

§ 1 General Area of Application

(1) These Terms and Conditions of Purchase shall apply exclusively; we do not recognize any conflicting or deviating terms and conditions of the supplier unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we unconditionally accept the supplier's delivery despite being aware that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

(2) Any and all agreements made between us and the supplier for the purpose of executing this contract are to be recorded in writing in this contract.

(3) Our Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 Paragraph 1 BGB (German Civil Code).

(4) These Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

§ 2 Acceptance Period for Orders, Offer Documents and Other Documents

(1) The supplier is obliged to accept our order within a period of 2 weeks.

(2) We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order, they are to be automatically returned to us. They shall not be shared with third parties.

§ 3 Prices and Terms of Payment

(1) Prices specified in the order are binding. If not otherwise expressly agreed in writing, the goods shall be delivered free of charge including packaging. The supplier must take back packaging material at our request and at his own expense.

(2) The price does not include the statutory sales tax.

(3) We can only process invoices if they include our order number; the supplier is responsible for all consequences resulting from non-compliance with this obligation unless it can prove that it is not responsible for them.

(4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with 3% discount or net within 30 days of receipt of invoice.

(5) We are entitled to the statutory rights of offsetting and retention. The supplier shall only have a right of offsetting or retention if counterclaims have been legally established or are undisputed.

§ 4 Delivery Time, Consequences of Delay in Delivery

(1) The delivery time specified in the order is binding.

(2) In the event that circumstances occur or become apparent to the supplier which indicate that the agreed delivery time cannot be met, the supplier shall be obliged to inform us immediately in writing.

(3) In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages in lieu of payment and rescission after the unsuccessful expiration of a reasonable period of time. If damages are claimed, the supplier shall have the right to prove that the breach of duty is not the fault of the supplier.

§ 5 Transfer of Risk and Documents

(1) Unless otherwise agreed in writing, delivery shall be free of charge. The risk shall not be transferred to us until the goods have been delivered to the agreed destination, even if shipment has been expressly agreed upon.

(2) The supplier is obliged to include our order number on all shipping documents and delivery notes; if the supplier fails to do so, we are not responsible for delays in processing.

§ 6 Examination of Defects and Liability for Defects

(1) We are obligated to inspect the goods for any deviations in quality or quantity within a reasonable period of time by means of spot checks; the complaint shall be deemed to have been made in good time if it is received by the supplier within a period of 10 working days from receipt of the goods or, in the case of hidden defects, from discovery.

(2) We shall be entitled to the statutory warranty claims in full; in any case, we reserve the right to demand that the supplier remedy the defect or deliver a new item at our discretion. The right to compensation, in particular the right to compensation instead of payment, is expressly reserved.

(3) We shall be entitled to remedy the defect ourselves at the supplier's expense if there is an imminent danger or special urgency.

(4) The period of limitation shall be 36 months, calculated from the transfer of risk.

§ 7 Product Liability, Indemnity and Liability Insurance Cover

(1) To the extent that the supplier is responsible for product damage, the supplier shall be obliged to exempt us from claims for damages by third parties upon first request to the extent that the cause lies within the supplier's sphere of control and organization and the supplier is liable in relation to third parties.

(2) As part of his liability for damages within the meaning of paragraph 1, the supplier shall also be obliged to reimburse any expenses in accordance with §§ 683, 670 BGB or §§ 830, 840, 426 BGB which result from or in connection with a recall action carried out by us. We shall inform the supplier about the content and scope of the recall measures to be taken and to the extent possible and reasonable thereof and give them the opportunity to comment. Other legal claims are not considered.

(3) The supplier is obligated to maintain a product liability insurance with a sufficient sum insured per personal injury/property damage and as a lump sum and for the duration of this contract, i.e. until the respective expiry of the limitation period for defects; if we are entitled to extensive claims for damages, these shall remain unaffected.

§ 8 Property Rights

(1) The supplier guarantees that in connection with and through the delivery, no rights of third parties within the Federal Republic of Germany will be violated.

(2) If a third party makes a claim against us for this reason, the supplier shall be obliged to relieve us of these claims upon our first written request; we shall not be authorized to make any agreements with the third party and without the consent of the supplier, in particular, to reach a settlement.

(3) The supplier's obligation to indemnify refers to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party.

(4) The limitation period for these claims is 30 years, beginning with the conclusion of the respective contract.

§ 9 Confidentiality

The supplier is obliged to keep all received documents, specifications, drawings and other documents and information strictly confidential. These may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after completion of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

§ 10 Retention of ownership

The transfer of ownership of the goods to us shall take place unconditionally and regardless of the payment of the purchase price. In any case, all forms of extended or prolonged retention of ownership are expressly excluded, so that any retention of ownership effectively declared by the supplier shall only apply until the goods delivered to us have been paid for in full.

§ 11 Obligation of the Supplier

The supplier shall immediately inform TLS in writing about non-compliant processes or non-compliant materials. The supplier will not supply TLS with forged parts, forged raw materials or documents forged about raw materials. In the event of a liability claim against TLS, the supplier, TLS or regulatory authorities shall grant a temporary right of access to the affected departments, processes and documents.

§ 12 Jurisdiction, Place of Fulfilment and Applicable Law

If the supplier is a merchant, our place of jurisdiction shall be the registered office of TLS; however, we shall also be entitled to sue the supplier at the court of his place of jurisdiction. Unless otherwise stated in the order, our place of business shall be the place of delivery (obligation). The law of the Federal Republic of Germany applies exclusively. The provisions of the CISG/Uniform Law on the International Sale of Goods and the Law on the Conclusion of International Sales Contracts for Goods are expressly excluded.

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