

Purchase Terms and Conditions

I. Applicable Terms

1. Our Purchase Terms and Conditions ("these Terms") apply exclusively. We will not recognise any general terms and conditions of the supplier conflicting or differing from or supplementing these Terms unless we have specifically consented to their validity in written form. Even our unconditional acceptance of the delivery while being aware of the supplier's general terms and conditions shall not be deemed as our consent to their validity. These Terms are also effective in respect of all future business with the supplier.
2. SAF HOLLAND GmbH is certified according to the energy management system ISO 50001 with the goal of continuously improvement for efficiency. For this reason, values such as the energy efficiency class must be specified when offering energy-relevant components or products.
3. Suppliers are required to comply with DIN EN 1090-1/1090-2 for quotations and deliveries of steel structures or welding consumables. The specific test report 2.2 or 3.1 shall be presented at the latest upon delivery of the contractual items.

II. Order

Unless agreed otherwise in writing, the following conditions apply to our orders:

1. An order will be deemed placed only if and when made by us in writing and signed by us. Orders placed orally or by telephone shall be binding on us only if subsequently confirmed by us through delivery of a written order. Accepting the order, the supplier acknowledges that by inspecting the existing plans it has informed itself about the kind of execution and scope of the performance. No obligation for us shall result from obvious mistakes, typing or calculating errors in the documents, drawings and plans provided by us. The supplier is obliged to communicate such errors to us, so that our order can be corrected and newly placed. This shall also apply to missing documents or drawings.
2. Acceptance of an order must be confirmed to us within two weeks of the order through signature on the order copy; otherwise, we will be entitled to revoke the order.
3. Any deviations in terms of quantity and quality from the text and contents of our order as well as subsequent contract changes will be deemed agreed only when specifically confirmed by us in writing.
4. Drawings, tools, samples, models, marks and getups or the like as well as finished products and semi-finished products which have been provided by us or produced upon our instruction, remain our property and may be delivered to third parties only with our express written approval. Products which are manufactured through or labelled with any such means of production, marks or getups may be delivered to third parties only with our express written approval.

III. Delivery Dates

1. The agreed delivery dates and periods are binding. The goods must be received at the point of receipt indicated by us within the delivery period or on the delivery date. If any delays are to be expected, the supplier must inform us immediately and obtain our decision as to whether the order is maintained.
2. During the supply delays, we shall be entitled to demand a contractual penalty equal to 0.2% of the net order value for each started working day, but no more than 5% of the net order value, unless the supplier proves that it is not responsible for the delay. Our exercise of the statutory rights due to supply delays shall not thereby be unaffected, even if we have accepted a delayed delivery without reservation. Any contractual penalty paid will be set off against any claims to damages.
3. We are not obliged to accept any goods prior to expiry of the delivery date.

IV. Delivery/Packaging

1. Delivery shall be made at the supplier's cost free of charges to the point of receipt as indicated by us. If, by way of exception, we are responsible for freight, the supplier shall choose the mode of transportation as prescribed by us, otherwise such mode of transportation and delivery which is most favourable for us.
2. The risk shall pass to us only upon acceptance by our point of receipt.
3. Packaging is included in the price. If something else is agreed by way of exception, packaging shall be charged at cost price. The supplier shall choose the packaging required by us and must ensure that its packaging protects the goods against any damage. In case of return, at least two thirds of the value charged must be credited to us.

V. Documents Accompanying the Goods

The delivery notes and the packing slips must be attached in duplicate to each shipment.

These documents must include the following:

- order number quantity
- and quantity unit
- gross weight, net weight and, where applicable, invoiced weight
- article designation, including our article number
- residual quantity in case of partial deliveries.

VI. Prices

1. Unless specifically determined otherwise, the prices agreed are fixed prices, unless the supplier generally reduces its relevant prices.
2. The supplier will not grant us any less favourable prices and conditions than other purchasers, provided that those make the same or equivalent offers to it in the particular case.

VII. Invoice/Payment

1. Invoices shall be issued separately for each order. Payment will be made only after complete receipt of the defect-free goods or complete defect-free performance and after receipt of the invoice. In case of partial deliveries, this applies correspondingly. Time delays which are caused through incorrect or incomplete invoices will not affect any discount periods.

Unless agreed otherwise, the following conditions of payment apply:

- 14 days: less 3% discount
- 30 days net

Due payments will be made as of the next 15th or last day of the month.

2. Notwithstanding § 354a HGB (German Commercial Code), the supplier may not assign any claims against us to third parties unless with our approval. Payment will be made exclusively to the supplier.

VIII. Warranty/Complaint

1. The supplier warrants that the goods, including getup and labelling, comply with our order and/or requirements and are free and clear of defects of quality and title. Our order will be executed expertly and properly in accordance with the current state of technology.
2. If a defect in the goods supplied or performance provided is established, we may, at our choice, either demand rectification of the defect or delivery of a defect-free item. Any costs thereby incurred, including, without limitation, transportation, infrastructure, labour and material costs, must be borne by the supplier. We reserve the right to claim additional damages. A defective item delivered to us will be returned by us to the supplier at its request and at its cost. If the supplier fails to comply with our request for rectification of the defect or for supply of a defect-free item within a reasonable period set by us, we may, at our choice, rescind the contract or reduce the purchase price. No period must be set if the supplier refuses to make subsequent performance, we cannot reasonably be expected to accept such subsequent performance, or if such subsequent performance has failed. Rescission of the contract shall not affect any claims to damages.
3. Claims based on defects become time-barred after 3 years. The period of limitation starts upon dispatch of the goods.
4. We shall be entitled to limit our inspection of incoming goods to visible external defects and to deviations as to kind and quantity by taking reasonable random samples. We will notify any deviations and defects thereby established to the supplier within 14 days since delivery. Other defects and deviations will be notified to the supplier by us within 14 days since our gaining knowledge thereof.

IX. Product Liability

1. If third parties make any claims against us based on product liability law due to defects of the goods or other causes created within the supplier's area of responsibility, the supplier will indemnify us against such claims to the extent as the supplier would itself be liable in the external relationship. This also includes the indemnification against reasonable and necessary legal defence costs.
2. The supplier shall also be obliged in this scope to reimburse us for any expenses incurred by us under or in connection with a required recall campaign or other damage prevention actions.

X. Third-Party Intellectual Property Rights

The supplier assumes liability that no patents or other intellectual property rights of third parties will be infringed through the supplier's delivery and through our use thereof. The supplier indemnifies us and our customers against all claims resulting from the use of such intellectual property rights. This shall not apply to the extent the supplier has manufactured the delivered goods based on drawings, models or other equivalent descriptions or instructions provided by us and does not know, or in connection with the products manufactured by it cannot know, that any third-party intellectual property rights are thereby infringed. Claims based on defects of title become time-barred after 3 years. The period of limitation starts upon dispatch of the goods.

XI. Force Majeure

War, civil war, export restrictions or trade restrictions due to a change in the political situation, as well as strike, lockout, operational disruptions or restrictions and similar incidents which make it impossible or unacceptable for us to perform the contract shall be deemed as circumstances of force majeure, releasing us from our obligation of punctual acceptance of the goods as long as such circumstances subsist. The contractual parties are obliged to notify each other accordingly and to adjust their obligations to the changed situation in good faith.

XII. Custody/Property

Any material provided by us remains our property. It shall be stored separately as such and may be used exclusively for our orders. The supplier shall be liable for decrease in value or loss, even if no fault is involved. Items that have been manufactured with material provided by us remain our property in their current manufacturing state. The supplier keeps such items in custody for us. The purchase price includes the costs for keeping the items and materials in custody for us.

XIII. Business Secrets

The supplier shall treat our orders and all related commercial and technical details as business secrets.

XIV. General Terms

1. If any provision of these Purchase Terms should be or become invalid, the other provisions shall not thereby be affected.
2. German law, excluding the Convention of the United Nations on the International Sale of Goods (CISG), shall apply exclusively to all legal relations between the supplier and us, even if the supplier has its seat abroad.
3. The place of performance is Bessenbach, unless otherwise agreed for a certain delivery in the particular case.
4. To the extent as legally permissible, the exclusive place of jurisdiction is Aschaffenburg. We shall also have the right, however, to sue the supplier at the court having jurisdiction at its seat.