

1. Orders

- 1.1 All our orders and purchases shall be subject exclusively to the following terms and conditions. Any terms and conditions of the Contractor that deviate from these conditions will not form part of the contract, unless we agree to them specifically in writing in each individual case. Our conditions also apply to the exclusion of others even if we accept the delivery or services of the Contractor without reservation knowing that there are conditions that oppose or differ from our terms and conditions. In the case of an ongoing business relationship, these terms and conditions shall also apply to all future business with the Contractor. The version of this document that is in force when the relevant business is concluded shall be decisive. Contractual agreements between us and the Contractor shall be documented in writing.
- 1.2 Our written confirmation shall be definitive for the order. Orders given verbally only become legally binding when they are confirmed by us in writing. Any order shall be confirmed to us immediately or at the latest within three working days, on a copy of our order form with a specific reference to any deviation(s) from our order. Our order number and the exact DÜRR item number and version shall also be stated. We may demand at any time changes to the delivery item in terms of design and execution, unless such changes would be unreasonable to expect of the Contractor. The effects of this, particularly regarding any increase or reduction in costs and delivery deadlines, shall be mutually agreed as appropriate.

2. Legal compliance

- 2.1 The Contractor shall comply with all laws and regulations that apply at the place of performance, in particular in relation to data protection and environmental laws, labour laws (including minimum wage provisions), occupational health and safety laws, right of residence, immigration law, social security laws and tax laws. The same applies to the destination of the delivery or service if known to the Contractor.
- 2.2 The Contractor shall submit all notifications required by law, shall pay all taxes, customs duties and fees, and shall obtain all authorisations, licences and approvals.
- 2.3 In cases of suspected violations, we can demand information from the Contractor including documents and other forms of evidence.

3. Prices

Unless agreed expressly otherwise, the contractually agreed prices – including in the case of successive delivery contracts – are fixed prices that are subject to VAT and include free delivery to the named place by us as well as packaging suitable for transport, transport insurance and other expenses.

4. Delivery date / date of performance

- 4.1 The agreed date(s) or time limits for delivery/performance are binding. The deadlines for delivery/performance start from the date of the order. Compliance with the agreed delivery times and deadlines shall be based on receipt of the delivery or service at the address stated by us. If delays in carrying out the order are to be expected, the Contractor shall inform us immediately – irrespective of the cause for the delay – stating the reasons and expected duration of the delay.
- 4.2 If the Contractor falls behind with the delivery, we shall be entitled, without prejudice to the right to further compensation, to impose a contractual penalty of 1% of the order value, per commenced calendar week, up to a maximum of 5% of the order value. Pursuant to Article 341 of the German Civil Code, we reserve the right to impose this contractual penalty until final payment of sums contractually agreed; in the event of framework or long-term agreements, until the end of the year in which the delivery is made or service is rendered.

5. Transfer of risk

For purchase agreements, the risk shall not pass to us until we have received the goods; for work contracts, following express approval and acceptance of the work.

6. Quality

- 6.1 The Contractor shall guarantee that the goods or services for delivery conform to samples approved by us, the relevant standards (DIN, EU) and all safety regulations. The same shall apply to performance data and other information in the Contractor's confirmation of order. The Contractor shall also ensure that dimensions, weights and manufacturing based on drawings shall conform to those stated in the order.
- 6.2 The Contractor shall continually base the quality of his products and services on the latest state of the art and shall inform the Client about potential improvements or technical optimisations.
- 6.3 The Contractor shall install and maintain an appropriate quality assurance system in accordance with the latest technology. He shall prepare records in particular with regard to quality testing and shall make these available to the Client on request.
- 6.4 The Contractor hereby gives his agreement for the carrying out of quality audits by the Client and/or his customer. The Client or customer is entitled to have audits carried out by competent third parties.

7. Warranty, notification of defects

- 7.1 In cases where no acceptance inspection is intended for the goods and services, the time limit for inspection and notification of defects (§§ 377 section 1, 381 section 2 HGB/Commercial Code) for defects that become apparent on delivery is two weeks from receipt of the goods at the place of receipt. If a defect can only be found following special examination or testing or if it is a hidden defect, the deadline shall be two weeks from discovery of the defect. If a longer deadline is appropriate in individual cases, this shall apply.
- 7.2 If the Client provides the Contractor with any plans, drawings, materials, or accessories, the Contractor shall be obliged to check them for completeness, correctness and suitability for the intended purpose. If the Contractor raises no objections, he shall also be unconditionally liable for defects in this respect.
- 7.3 If deliveries/services rendered are defective, we shall have recourse to all contractual and statutory compensation rights, which may not be limited by the supplier in any way.
- 7.4 If defective parts are delivered, the Contractor shall have the opportunity to sort out the defective parts and either repair or replace them at the Client's discretion. If the Contractor does not immediately undertake the sorting out, repairing or replacement, the Client shall be entitled to return the entire consignment at the Contractor's expense and to claim subsequent performance or compensation, at his discretion.
- 7.5 If the Contractor is delayed in rectifying defects, in urgent cases the Client may himself carry out the required measures or have these carried out by third parties at the Contractor's expense. Before commencing this, the Client shall inform the Contractor accordingly.
- 7.6 The period of limitations for our claims for defects (including rights of recourse) is 36 months from the date of delivery/performance or acceptance, otherwise from the date of complete delivery, unless a longer limitation period is granted by law. The statute of limitation shall also be suspended by our written notification of defects until negotiations have been finally refused, pursuant to Article 203 of the German Civil Code.

8. Invoicing, payment

- 8.1 Unless agreed otherwise, invoices shall be issued to us in duplicate – the duplicate being marked as such – separately for each delivery or service. Invoices must not be sent with the consignment.

- 8.2 Provided no other agreement is in place and subject to the invoice being correct, payment shall be made within 14 days with a discount of 3% or within 30 days for the net amount. The deadline shall commence on our receipt of both the invoice for verification and the goods or services.
- 8.3 In the event of a notification of defects, we are entitled to reasonably delay payment of the invoice until complete clarification is obtained and still make the payment with cash discount within the appropriate deadline.
- 8.4 On our demand, deposits payable by us shall be covered by the Contractor by directly enforceable bank guarantee.
- 8.5 The right of the Contractor to offset with counterclaims and to enforce a right of retention is excluded unless the counterclaims are uncontested by us, legally determined or ready for a ruling.
- 9. Obligation to deliver beyond the end of the contract period**
- 9.1 For 10 years after termination of the series delivery agreement, the Contractor shall be obliged, on demand from the Client, to deliver further parts/spare parts. To ensure that this obligation is met, the Contractor shall carefully maintain, store and insure the necessary tools and other equipment that are required to manufacture the delivery object during this period.
- 9.2 Sub-suppliers shall be obligated accordingly.
- 10. Product liability**
- If claims concerning product liability are made against us, the Contractor shall indemnify us for damages sustained (including costs of any recall action), insofar as he is responsible for the mistake triggering the liability. In this respect, the Contractor shall waive the right to object on the grounds of statutes of limitation, unless we ourselves are able to use the statute of limitations in our defence.
- 11. Material provisions**
- 11.1 Material provisions shall remain our property and shall be stored separately by the Contractor and only used for our orders. The Contractor shall be liable for damage or loss. The Contractor shall insure all provisioned parts against fire.
- 11.2 The material shall be processed or transformed on our behalf and on our order. In all cases, we shall become the owner of the newly produced objects. If external material is also processed, we shall become co-proprietor.
- 12. Property rights (exclusive rights)**
- 12.1 All items, samples, drawings, plans, models, tools and technical instructions supplied to the Contractor shall remain our property. The Contractor shall keep such items confidential and return them to us on demand at any time free of charge. It is not permitted for them to be passed on to third parties or used for own purposes.
- 12.2 If the Contractor produces tools, moulds or other aids at our expense for our order, these shall become our property and the Contractor shall store them for us, properly and free of charge.
- 12.3 Moulds, tools or other aids or goods produced using these may not be given to third parties or put to the Contractor's own use by the Contractor without prior written permission from us. They shall be protected from unauthorised view or use and shall be returned to us free of charge at any time. With the exception of the obligation to return items, these duties shall also apply even if the tools remain the property of the Contractor in exceptional cases.
- 12.4 If constructions, developments, designs or similar services are part of the services to be provided by the Contractor, he shall be obliged to return to us all results, in particular, drawings for construction and manufacturing as well as documentation, user handbooks, etc.
- 12.5 The development of software shall include in particular the delivery of the software in the source and object program form and the documentation of the program development and application; this also applies to later updates within the framework of a maintenance contract.
- 12.6 If the Contractor makes improvements in connection with the order, we shall have a cost-free, non-exclusive usage right for commercial use of the improvement and any associated industrial property rights.
- 13. Industrial property rights**
- For his deliveries and services, the Contractor shall accept exclusive liability toward third parties for violations of industrial property rights in Member States of the European Union, the USA, Canada, or in those countries in which industrial property rights for the same article exist as in those countries mentioned. In this context, the Contractor shall be obliged to release us from all claims from third parties. This does not apply if the Contractor can prove that he is not responsible for the breach of duty.
- 14. Confidentiality**
- 14.1 The Contractor shall keep secret the business and operational secrets obtained as a result of the cooperation, must not disclose them to third parties without our written permission and must also not use them for its own business purposes without due authorisation and entitlement.
- 14.2 This duty of confidentiality does not apply in relation to such information that was already generally known in the public domain when it was obtained by the Contractor, or that was generally accessible during the period of validity of these conditions, without this being attributable to a breach of contract on the part of the Contractor. The same applies insofar as the Contractor demonstrates that this information was already known to him beforehand.
- 14.3 The duty of confidentiality applies for a duration of three years beyond the end of the business relationship between the parties.
- 15. Place of performance, place of jurisdiction and applicable law**
- 15.1 The place of performance for all rights and obligations arising from the contractual relationship with the Contractor – including those concerning bills of exchange and cheques – shall be our registered office at 74321 Bietigheim-Bissingen.
- 15.2 Insofar as our Contractors are traders pursuant to the Commercial Code or have no general domestic place of jurisdiction, our company headquarters in 74321 Bietigheim-Bissingen shall apply as the place of jurisdiction. We are also entitled, however, to file legal proceedings at any other court having statutory jurisdiction.
- 15.3 The legal relationships between us and the Contractor are governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 16. Amendments, invalidity clause**
- 16.1 Amendments to these terms and conditions of purchase or to any other legal agreements shall be made in writing.
- 16.2 In the event that individual parts of these terms and conditions of purchase expire by law or individual agreement, this shall not affect the validity of the remaining conditions.