

1. Basis of contract

By accepting and/or executing our order the Supplier acknowledges that our Terms and Conditions of Purchase are the only controlling document for both parties. Conditions of sale or delivery and payment terms of the Supplier do not apply, even if we do not expressly object to them. Accepting the goods or paying for them does not constitute acknowledgement of the conditions of sale of the Supplier.

Only written orders and agreements are binding on us. Any ancillary agreements or other arrangements that are made orally or over the phone only become effective if they are confirmed by us in writing.

2. Correspondence

Our order numbers, commission numbers and article codes must be provided in all correspondence. Please submit invoices in duplicate. Invoices can only be settled after these rules have been complied with.

3. Delivery period

Delivery periods that have been agreed or have been specified by us must be strictly complied with. The Supplier shall promptly notify us of any anticipated delay. If the delivery date is qualified by terms such as "probably", "approximately", "about", or the like, the actual delivery must occur within one week of that date. If the delivery or service is not performed at all or only in part as of the date agreed, we are entitled to, at our discretion, demand that the Supplier perform the delivery or service and compensate the damage caused by the delay or rescind the agreement and demand damages for non-performance. The same applies to partial services with respect to the services still to be provided if even a partial service is not provided as of the date agreed.

4. Quantities

With respect to the number of items and weights, the applicable quantities or amounts are those determined by our incoming goods inspection. Surplus or short deliveries are only allowed with our consent.

5. Prices

Unless otherwise agreed, all prices include any required packaging and free delivery to the receiving locations specified by us, including unloading. The prices are fixed prices. However, if the Supplier reduces the prices originally agreed with us in general before delivery, he shall charge the reduced price to us too.

6. Shipping

Goods are shipped at the risk of the Supplier. All shipments shall be made to the address provided. The Supplier shall notify us when groupage consignments or express parcels are ready for pickup.

7. Certificates

If the Supplier delivers materials and inspection certificates, the certificates must be in our possession when the shipment arrives at the destination.

8. Notification of defects

The place of delivery and inspection within the meaning of Section § 377 HGB (German Commercial Code) will be the final domestic or foreign destination of the goods. With respect to obvious and noticeable defects, a notification of defects received by the Supplier within two weeks after the receipt of the goods at the destination shall be deemed sufficient and timely. With respect to hidden defects, the notification shall be deemed timely if we notify the Supplier of the defect within two weeks of its discovery. Goods that are the subject of a complaint shall be returned at the expense and risk of the Supplier.

9. Liability for defects

The liability for defects shall be governed by the statutory provisions. All costs related to the satisfaction of claims based on defects, such as shipping, packaging, insurance, public charges, cost of installation and removal, and inspections, including costs of experts and costs of the acceptance test, shall be borne by the Supplier.

10. Product liability

The Supplier shall indemnify us against product liability claims of third parties with respect to the products supplied by him.

11. Industrial property rights of third parties

The Supplier warrants that the execution of our order does not infringe upon industrial property rights of third parties. Learning about existing industrial property rights after placing an order entitles us to cancel the order. If the Supplier is at fault, he is liable for any damage and other disadvantage incurred by us due to the infringement of the industrial property right. He shall indemnify us against claims of third parties.

12. General liability

Unless otherwise provided for in these Conditions, the Supplier's liability for damages will be governed by the statutory provisions.

13. Drawings, models

Designs and drawings, as well as models, core boxes, samples, gauges and the like that were provided by us, will remain our property and shall always be returned upon the delivery of the goods.

14. Payment terms

We will pay within 14 days of the receipt of the invoice and the goods with a 3% discount or within 30 days net. Claims from deliveries made to us can only be assigned with our express consent.

15. Place of performance, venue, applicable law, miscellaneous

The place of performance for both parties for the delivery and payment is Hamburg.

Venue for all disputes with businessmen, legal entities under public law, and persons who have no general jurisdiction in Germany shall lie in Hamburg. However, we are entitled to also bring a suit against the Supplier at the court having jurisdiction over the area in which its registered office is located. On the other hand, if the Supplier's registered office is located outside the European Economic Area and the European Free Trade Association, the prior two sentences shall not apply. In that case, all disputes arising under and in connection with the contracts concluded subject to the applicability of these General Terms and Conditions shall exclusively be settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.

Place of arbitration is Hamburg. The language of the arbitration shall be German.

The legal provisions of the Federal Republic of Germany shall apply in addition. If the parties agree on clauses defined in the Incoterms, the Incoterms shall apply as amended.

We store data collected in connection with the business relationship in accordance with the applicable Data Protection Law.

If any of the foregoing provisions is invalid for whatever reason, this shall not affect the validity of the remaining provisions or the agreement.