

I. Coverage

1. These General Purchasing Terms are valid for all your deliveries and services to us unless we have explicitly reached other agreements.
2. General Terms and Conditions of the supplier that contradict our General terms and conditions of purchase are only valid if we have explicitly agreed to them in writing.
3. Our terms and conditions of purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase. There are no ancillary agreements.
4. Our terms and conditions of purchase shall only apply to entrepreneurs in accordance with § 310 para. 1 BGB.
5. The General terms and conditions of purchase shall also apply to all future transactions with the Supplier, even if we have not expressly referred to them. The version valid at the time of conclusion of the contract shall be authoritative.

II. Orders

1. Our orders and order confirmations as well as their amendments and supplements must be made in writing. This also applies to amendments and additions to the agreements made, as well as to ancillary agreements. The waiver of the written form requirement must also be in writing.
2. We are entitled to cancel purchasing orders free of charge if you do not confirm them unaltered within two weeks of receipt.
3. The Seller shall deliver to us, at the latest upon delivery of the Goods, all technical documents and all other supporting documents relating to the Goods which are normally provided with the Goods or reasonably requested by us. These technical documents shall be our property and shall be deemed an integral part of the Goods.

III. Pricing, Execution

1. The prices are fixed prices. They include all taxes (other than VAT or equivalent), contributions, insurance and all costs incurred by the Seller for the performance of the Order up to and including delivery of the Goods (as defined in these Conditions of Purchase), all materials for packaging, protection, lashing and anchoring and all documents, accessories, devices and/or tools necessary to ensure the full and proper use and maintenance of the Goods and include all payments for the use of intellectual property rights including third party rights.

2. Subcontracts require our consent unless they relate to the delivery of standard goods. Any subcontracting shall be at Seller's sole cost and responsibility. The Seller shall be liable for all acts and omissions of its subcontractors and shall indemnify us (the Buyer) against any loss or damage suffered by us as a result of the acts or omissions of the subcontractors. Delivery call-offs are binding with regard to the type and quantity of the goods and the delivery deadlines. Partial deliveries require our consent.
3. The prices stated in the order are incoterm DDP, unless otherwise agreed, which is also stated in the purchase order.

IV. Deadlines and Exceeding of Deadlines

1. Agreed deadlines for deliveries and rendering of services are binding. You will inform us immediately in writing of any delays or expected delays.
2. The delivery periods refer to the receipt of goods at the delivery address specified in the order. They run from the date of the order. The seller is not entitled to make partial deliveries unless otherwise agreed.
3. We are not obliged to take delivery before the delivery date.
4. Changes require our written consent.
5. Should you still not be able to deliver or to render the service after an extension period granted by us, we are entitled to refuse acceptance, to withdraw from the contract and to claim compensation for the non-fulfillment of the contract. We are entitled to withdraw even if you are not responsible for the delay. You will bear the costs arising from the delay, especially additional fees for replacement orders.
6. Our statutory and other contractual rights in the event of a delay in delivery by the supplier shall not be affected by this provision.

V. Security, Environmental Protection

1. Your deliveries and services must correspond to the legal requirements, especially with regard to safety and environmental regulations, including but not limited to the regulations on hazardous material and the safety recommendations of the respective German advisory boards and organizations.
2. Corresponding certificates, confirmations and declarations must be provided free of charge. This regulation is part of the contract. If it is not observed, the order shall be deemed to have been improperly fulfilled. We reserve the right to claim damages for any consequences resulting therefrom.

3. You are obligated to be informed on and to comply with the regulations on material restrictions that may apply to your components. You are not allowed to use forbidden materials. Your specifications are to include information on materials to be avoided and hazardous materials as defined in the applicable laws and regulations. In the case of initial orders, you are to submit the corresponding material safety data sheet (at least in German or English) with your offer as well as with the delivery note, if applicable. Any information with regard to the exceeding of material restrictions as well as the delivery of forbidden goods is to be made known immediately.
4. In case of deliveries and the rendering of services, you are solely responsible for the compliance with accident prevention regulations. Necessary safety appliances as well as possible instructions from the manufacturers are to be delivered free of charge.
5. If partly completed machinery within the meaning of the EC Machinery Directive is supplied, all interfaces to the overall system must be described in the assembly instructions to be supplied, stating the safety functions to be used and their respective required performance level (PLr).

VI. Import- and Export Provisions, Customs

1. In case of the delivery of goods or services from other EU countries, the EU VAT Identification Number is to be provided.
2. Imported goods are to be delivered duty paid (DDP). You are obligated to provide any information and declaration required by EU regulation No. 1207 / 2001 at your expense; furthermore, you are obligated to allow customs authorities' inspections and to provide all necessary official confirmations.
3. The supplier must fulfil all requirements of the applicable national and international customs and foreign trade law. In addition, the supplier must provide the buyer in writing with the correct foreign trade master data required by the buyer to comply with national and European foreign trade and customs regulations as early as possible, but no later than the time of delivery of the goods.

This includes the following data in particular:

- If relevant, the correct ECCN from the Commerce Control List § 774 EAR
- All relevant positions of the list of goods according to Annex I of the European Dual-Use Regulation (Regulation (EU) No. 2021/821) or, if applicable, according to national foreign trade law such as the Foreign Trade and Payments Regulation (if applicable) and its annexes, namely the export list.
- If applicable, the relevant number according to the goods lists from the annexes of the EU embargo on Iran/Russia etc. (if applicable).
- In each case in the last amended/updated version
- The trade policy origin country must be indicated
- Please indicate the customs tariff number (if known)

If the supplier infringes obligations, it shall bear all expenses and damages incurred by the buyer as a result, unless the supplier is not responsible for the breach of obligation.

Change notification clause

The supplier undertakes to inform the buyer immediately and without prior request of any changes to the foreign trade master data or of the invalidity of the long-term supplier's declaration. The supplier shall indemnify the buyer for all costs incurred as a result of incorrect, incomplete or inaccurate declarations or documents.

VII. Transfer of Risks, Acceptance, Property Rights

1. Unless otherwise agreed, the transfer of risk for deliveries without assembly or installation shall take place upon receipt at the delivery address specified by us. In the case of deliveries with installation or assembly, it shall take place after successful completion of our inspection and approval. Commissioning or use does not replace our declaration of release.
2. If acceptance is to take place in accordance with § 640 BGB, we are entitled, but not obliged, to partial acceptance
3. labor disputes, operational disruptions and other cases of force majeure shall release us from the obligation to accept until the reason for the hindrance has ceased. If these hindrances last for more than three months, each party shall be entitled to withdraw from the contract.
4. The supplier is obliged to state our exact order number on all shipping documents and delivery bills; if he fails to do so, we shall not be responsible for the resulting delays in processing.
5. The property rights are transferred to us upon payment of the delivered goods. Any reservation of property rights – whether prolonged or extended – is excluded.

VIII. Verification and Objection Obligation, Extent of Verification

1. Incoming goods shall be inspected for obvious quality and quantity deviations within a reasonable period of time. Hidden defects shall be reported as soon as they become apparent in the normal course of business. You waive the right to assert a delayed notice of defects for all defects that are reported within 14 days of their discovery.
2. Should we return the defected goods; we are entitled to a charge of 5 % on the price of the defected goods. The right of both parties to verify that the actual costs have been higher or lower remains reserved.
3. Before delivery:
 - (a) The Seller shall inspect the Goods for conformity with the dates, quality, weight and physical sizes stated in the Order and for damage to the Goods and their packaging.
 - (b) The goods must be packed in such a way that they are not damaged during transportation or handling. All items shall be properly labeled (i) in accordance with applicable regulations, particularly in the case of dangerous goods; (ii) in accordance with our reasonable instructions; (iii) stating the order number, the identity of the seller, the number of the item, the place of delivery, the description of the item, the weight and the quantity; and (iv) with all markings required for proper delivery and assembly.

IX. Invoices, payments

1. We can only process invoices if they contain the order number stated in our order; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
2. You are entitled to payment 90 days after receipt of the goods and the invoice, unless otherwise contractually agreed, which is also part of the order. Payment is deemed to have been made on the day on which our bank receives the transfer order.
3. Payment does not imply contractual acceptance of the delivery of goods or services. In the event of defective or incomplete deliveries or services, we shall be entitled to withhold payments on claims arising from our business relationship to a reasonable extent until the order has been duly completed.
4. We shall be entitled to rights of set-off and retention to the extent permitted by law.
5. Tools are paid 100% net after approval of the initial sampling.

X. Warranty for Defects, Liability

1. Faulty deliveries are immediately to be replaced by defect-free deliveries and inadequate services are to be rendered again. In case of development or construction flaws, we are immediately entitled to the rights set forth under section 3.
2. The rectification of defective deliveries or services requires our consent. You shall bear the risk for the object of the delivery or service during the time in which it is not in our possession. The rectification of defects shall be carried out where the goods are located (if applicable after resale by us).
3. Should you not rectify the defect within the time reasonably allocated, we may either cancel the contract or reduce payment and – in either case – reserve the right to claim additional damages.
4. We shall be entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with subsequent performance.
5. The limitation period for our warranty claims is 36 months from the transfer of risk, unless the mandatory provisions of §§ 478, 479 BGB apply. During the period of subsequent performance (rectification of defects, subsequent delivery), the limitation period for warranty claims shall be suspended in accordance with the following provisions, insofar as the supplier was obliged to rectify the defect: For subsequently delivered parts of the goods, the warranty period shall commence anew upon completion of the subsequent delivery. For repaired parts of the goods, the warranty period shall commence anew upon completion of the repair, insofar as it concerns the same defect or the consequences of a defective repair.
6. You shall indemnify us on first demand against all third-party claims against us - regardless of the legal grounds - due to material, legal or other defects in connection with a product delivered by you and reimburse us for all costs arising from such legal disputes.
7. Within the scope of his own liability for cases of damage within the meaning of paragraph (6), the supplier is also obliged to reimburse us for any expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB which arise from or in connection with a recall action lawfully carried out by us. We shall inform the supplier of the content and scope of such a recall action - as far as possible and reasonable - in good time in advance and give him the opportunity to comment.
8. We shall undertake the necessary notification of the competent authority in accordance with the provisions of the ProdSiG in consultation with the supplier.
9. You are liable without limitation for all actual faults and all faults that can be attributed to you.
10. Additional legal claims in our favor remain unaffected.

XI. Product liability

1. The supplier is obliged to indemnify us against third-party claims arising from product liability if and to the extent that it is responsible for the product defect and the damage incurred under product liability law. Within the scope of this obligation, the supplier is also obliged to reimburse us for any expenses arising from or in connection with a recall action carried out by us. We will inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.
2. The supplier is obliged to take out sufficient insurance against product liability and to provide us with written proof of this at any time upon request, in particular by means of written confirmation from the supplier's insurer.

XII. Technical Documents, Tools, Manufacturing Equipment

1. Technical documents provided by us (such as illustrations, drawings, calculations and other documents), tools, works standard sheets, means of production, molds, samples, models, etc. may not be passed on to third parties or used for purposes other than the contractual purposes without our written consent and shall remain our property: all trademark rights, copyrights and other property rights shall remain with us. After termination of the cooperation in accordance with the purpose of the contract, the supplier shall return all information/objects received from us (including any duplicates produced) within the meaning of sentence 1 within a reasonable period of time or destroy them in a manner that cannot be reproduced and confirm this to us on request, unless otherwise contractually agreed. The same applies to any copies made.
2. The following are excluded
 - a) Reproductions which the supplier keeps for verification purposes,
 - b) the information or objects listed in para. 1 sentence 1, insofar as and as long as these must be stored for legal or other sovereign reasons or in accordance with the partner's quality management systems customary in the industry, and
 - c) routinely made backup copies of electronic data traffic.

In these cases, the return or destruction can only be requested after the respective archiving period has expired.

3. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. If the disclosure to third parties by the supplier is absolutely necessary for the purpose of the contract, we agree to the disclosure to the extent necessary to achieve the objective. In all other cases, the disclosure to third parties may only take place with our express consent.

4. The obligations shall remain in force for five (5) years from the date of delivery, unless otherwise stipulated in a subsequent agreement between the parties. The obligation to maintain the confidentiality of information made accessible during the period referred to in sentence 1 shall continue for a further five (5) years after the end of the period referred to in sentence 1. However, 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 or was demonstrably already known to the supplier at the time of disclosure.
5. The assertion of a right of retention is excluded unless the counterclaims are undisputed or have been legally established. The assertion of a right of retention further presupposes that the supplier's claims are based on the same contractual relationship.
6. Subject to further rights, we may demand immediate surrender at any time.
7. The supplier must provide compensation for lost or damaged tools, molds, samples, models and plans, etc. The supplier shall provide compensation for lost or damaged tools, molds, samples, models and plans, etc., unless he is not responsible for the loss or damage.

XIII. Supply of Material

1. The material supplied by us remains our property. It must be marked as our property and stored by you free of charge and separately from your property with the care of a prudent businessman. It may only be used for the fulfillment of our order. You must compensate us for any damage to the material supplied by us.
2. The processing or transformation of the material supplied to you is carried out on our behalf. We have direct ownership of the resulting new product. If the material supplied by us only forms part of the new product, we shall have partial ownership to the extent of the value of the material supplied by us (purchase price plus VAT).
3. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.
4. All written information about the goods provided by one party to the other party, the disclosing party's business affairs, forecasts, know-how, specifications, procedures and all technical and commercial information, documents and data disclosed in connection with the order must be treated as confidential and may not be disclosed to third parties without the prior written consent of the disclosing party. This information may only be used to execute the order or for the purpose of preparing offers or quotations for us. The obligations shall remain in force for five (5) years from the date of delivery, unless otherwise stipulated in a subsequent commitment between the parties. The obligation to maintain the confidentiality of information made available during the period referred to in sentence 3 shall continue for a further five (5) years after the end of the period referred to in sentence 3.

XIV. Claims for damages

1. Claims for damages against us, for whatever legal reason, are excluded for slight negligence. This exclusion of liability shall not apply to claims for damages arising from a breach of material contractual obligations by us. Furthermore, it does not apply to cases of injury to life, limb and health and in the case of mandatory statutory liability, such as under the Product Liability Act.
2. In cases of slightly negligent breach of essential contractual obligations and gross negligence on the part of simple vicarious agents, however, compensation shall be limited to compensation for typical damages foreseeable at the time of conclusion of the contract.
3. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

XV. Place of Jurisdiction and Applicable Law

1. Solingen shall be the place of jurisdiction at our discretion; however, we shall also be entitled to sue the supplier at the court of his place of residence.
2. German law – in addition to these General Purchasing Terms – governs all legal matters between us, in particular the German Civil Code (BGB)/German Commercial Code (HGB). The provisions of the United Nations Convention on Contracts for the International Sale of Goods, CISG, of April 11, 1980, do not apply.
3. The place of performance shall be the place to which the goods are to be delivered in accordance with the order. Unless otherwise stated in the order, the place of performance shall be our registered office.

XVI. Assignment

Neither party may assign or transfer (including the right to receive payment) any of its rights and/or obligations under this Purchase Order without the prior written consent of the other party. Consent may only be withheld or delayed for good cause.

XVII. Supplier Code of Conduct

All contracts, deliveries and services as well as other terms and conditions are subject to the Supplier Code of Conduct (SCoC) of item Industrietechnik GmbH. The Supplier undertakes to observe and comply with the Supplier Code of Conduct. The SCoC is available for download at the following address:

[Supplier - item \(item24.com\)](https://de.item24.com/en/company/supplier/)

<https://de.item24.com/en/company/supplier/>

XVIII. Severability clause

If a condition in these General Terms and Conditions of Purchase cannot be implemented for whatever reason, the other conditions shall remain unaffected.

XIX. Applicable Version

In case of doubt, the German version of the General Terms and Conditions of Purchase shall apply.