

Purchasing Conditions

effective from October 26, 2021

1. Scope of Application

Our General Conditions of Purchase (hereinafter referred to as ,GCP') shall be valid exclusively. Additional or deviating conditions of the supplier are not valid.

2. Orders

Our orders can only be placed in writing or text form. The content of oral or telephone orders and other agreements shall be binding only if confirmed in writing by us. In case of evident errors, or errors in wording or calculation, we are not to be held liable.

3. Order Confirmation

An order confirmation is to be acknowledged by the supplier in writing within five (5) working days, otherwise we reserve the right to withdraw our order.

4. Delivery

The delivery deadline stated in the order and accepted in the order confirmation is binding. If the delivery time cannot be met, the supplier shall notify us thereof in writing without undue delay, stating the reasons and anticipated duration of the delay. If the supplier does not perform within the agreed delivery period, we shall be entitled to withdraw from the contract without further grace period, or to make the supplier liable to reimburse us for losses suffered as a result of non-fulfillment.

Delivery shall be – unless otherwise explicitly agreed – free of freight charges, and free of costs for packaging, and other costs. The supplier will have to bear the risk of accidental destruction of the goods until the goods are delivered “free domicile” on our premises or at a place of delivery specified by us. The supplier assures and guarantees to take all measures to assure the safety of the supply chain.

5. Changes in process of production

The supplier shall inform us of changes in the production process in advance and in writing. In particular this applies to the exchange of the presupplier as well as to changes with regards to the manner or place of production even if these changes are unlikely to affect the production process in accordance with the product specifications.

6. Notice of defects

There is no obligation for us to inspect the delivered goods according to sec. 377 of the German Commercial Code (Handelsgesetzbuch, HGB) at the time of delivery, unless the defects, e.g. transport damages, are obvious. Complaint of defects which are not obvious, or can only be discovered in the ordinary course of business is considered in due time if it is made no more than 14 days following discovery of the defect.

7. Warranty, Liability

We shall be entitled to the statutory warranty claims for quality defects and defects of title in full. The period of guarantee for defects of quality begins as soon as the defect becomes recognizable in the course of the technical operations (sample taking and survey by the laboratory/quality assurance department). In case of defectiveness, we are entitled to ask for immediate replacement free of charge. We reserve our right to demand compensation.

If the defective item and its replacement are not delivered within an appropriate period of time, we shall be entitled to procure adequate replacement elsewhere at the supplier's expense. The supplier is liable for possible damages caused by faulty delivery or performance, no matter of what type of damage or for what reason.

The warranty period is two years, but in maximum three years from the delivery of the goods.

The liability of the supplier is governed by the statutory provisions. If the supplier has evidently entered into an agreement on the occasion of or in connection with the delivery to us which constitutes an inadmissible restriction of competition, in particular a price agreement in violation of anti-trust law, the supplier shall pay 5 % of the invoice amount as liquidated damages to us, unless we prove a higher damage or the supplier proves a lower damage.

8. Security Regulations / Accident Preventing Regulations

We place orders exclusively on condition that the execution of the delivery is in accordance with the security and accident preventing regulations valid at the time of delivery. We are entitled to ask for the appropriate certificates.

9. Minimum Wages

We place orders exclusively on condition that the supplier fully respects the provisions on the minimum wage according to the Act on Minimum Wages (Mindestlohngesetz, MiLoG) and the supplier particularly pays a remuneration to his employees at least in the amount of the statutory minimum wage and that he respects the provisions on the due date according to the Act on Minimum Wages (MiLoG). In addition, the supplier must ensure that the provisions of the Act on Minimum Wages (MiLoG) are respected by subcontractors he may employ or by companies who supply temporary workers. We are entitled to demand further evidence and the submission of further confirmations.

10. Sustainability, Work Safety, Environmental Protection

The supplier shall be guided by the principle of sustainable development and observes internationally recognized fundamental standards for workplace safety, health and environmental protection, labor and human rights as well as for responsible corporate governance and complies at least with (i) the legal obligations applicable to him at his place of business with regard to environmental, social and corporate governance standards as well as (ii) the requirements of the German Act on Corporate Due Diligence in Supply Chains as well as successor and implementation regulations in this regard (hereinafter collectively referred to as „ESG Standards“).

The supplier assures compliance with the ESG Standards. In addition, we require the supplier to encourage its subcontractors and sub-suppliers to comply with corresponding standards. We are entitled to check the supplier's compliance with the aforementioned regulations ourselves or through third parties commissioned by us after prior notification.

The supplier must inform us immediately of any violations of the ESG Standards and ensure immediate termination of the violation by him, or at least minimization of the violation by a subcontractor or sub-subcontractor.

Culpable violations of these obligations entitle us to damages or to terminate the contractual relationship.

11. Manufacturer's Liability

If we are claimed against out of manufacturer's liability due to a defect in the goods delivered by the supplier, the supplier will have to indemnify us from this liability resulting from the defect.

11. Retention of Title

If the supplier asserts a retention of title in writing before or upon conclusion of the contract with regard to the goods to be delivered by him, we are ready to acknowledge a supplier's simple retention of title, but not a prolonged or extended one.

12. Invoicing

Invoices shall be issued on the day of delivery at the earliest, stating our order details as well as item number(s) and delivery note number. We cannot acknowledge invoices without this information.

The supplier is entitled to assign his claims against us to third parties only with our approval.

13. Payment Terms

Unless otherwise stipulated in the order, payment will be made 14 days after receipt of the invoice, which satisfies the requirements according to sec. 12, and the delivery, minus discount of 2 per cent, or net within 30 days.

14. Confidentiality

The supplier shall be liable for ensuring that all knowledge, experience, and data related to our company, or our business (especially our buyers, products, production facilities, production procedures, and production sites), gathered in connection with the preparation or execution of the order, will be kept secret, and will not be made accessible to any third party without our written consent unless it can be proven that this information is already known to the supplier or becomes publicly known.

15. Force Majeure

Strike and lock-out, technical malfunction, and any other events that will result in a considerable reduction of the quantity of goods needed by us will be considered force majeure, and will release us from the obligation of full and timely acceptance of the delivery for the duration of the event.

16. Applicable Law and Interpretation of Clauses

German Law applies.

The application of the UN Sales Convention of 11 April 1980 on international purchasing is precluded.

Customary clauses shall be interpreted in accordance with the applicable Incoterms.

17. Place of Performance and Place of Jurisdiction

The place of performance of delivery shall be the place of destination specified in the order. Ludwigshafen am Rhein will be the place of jurisdiction for any lawsuits arising from the contract.

18. Final Clauses

Should any of the provisions of these Purchasing Conditions, or of other terms agreed, be or become void, the validity of the remaining parts of these conditions shall not be affected. Contracting language is German. Provided that the contracting parties use another language at the same time, the German wording will have priority.