

OE Germany GmbH
D-73730 Esslingen

General Terms and Conditions of Purchase

§ 1 Main terms and conditions

These conditions of purchase apply to all business transactions between the Supplier or other contractors (hereinafter jointly referred to as "Supplier"), even though they may not be mentioned in later contracts. They shall also apply should the Supplier refer to his own terms and conditions of business, in particular on acceptance of a purchase order or in an order confirmation, unless he has given his express consent to said conditions.

§ 2 Purchase order

1. A purchase order shall only be regarded as placed when it is sent in writing from us and bears our signature. Purchase orders made orally or by telephone shall only be binding for us if we confirm it by subsequently sending a purchase order in writing. Drawings that we specify on a case by case basis shall be binding, including the tolerance specifications. By accepting the purchase order, the Supplier acknowledges by reading the presented drawings that he has received instructions on the type of execution and the scope of performance. We shall not be liable for any obvious mistakes, typographical or calculation errors in the documentation, drawings or plans supplied by us. The Supplier shall undertake to inform us of these errors so that we may correct and reissue our purchase order. This shall also apply to missing documents or drawings.
2. Purchase order acceptances shall be confirmed by sending us a copy of the purchase order duly signed within two weeks of the purchase order date, otherwise we shall be entitled to revoke the purchase order.
3. Any discrepancies in quantity or quality compared with the text and content of our purchase order and any later contract changes shall only be deemed agreed when they have been expressly confirmed in writing.
4. All drawings, tools, patterns, models, brands, presentations or similar and finished products and semifinished products that are handed over by us or manufactured on our behalf shall remain our property and may only be supplied to third parties with our express consent in writing. Unless there is an agreement to the contrary on a case by case basis, the items listed in the previous clause shall be returned to us on completion of the purchase order without specific request. Products manufactured using this type of production means or bearing such brands and presentations may only be supplied to third parties with our express approval in writing.

§ 3 Delivery dates

1. The agreed delivery periods and dates are binding. They shall apply starting on the date of the purchase order. The goods shall arrive at the receiving location specify within the delivery period and before the delivery deadline. If delays are to be expected, the Supplier shall inform us immediately of this and shall obtain our decision concerning the continuation of the order. The Supplier shall not be entitled to make partial deliveries unless this has been otherwise stipulated by way of exception.
2. Should the Supplier be in default, we shall be entitled after serving a formal warning to deduct a contractual penalty of 0.5% of the net purchase order value for each week commenced, at the most 5% of the net purchase order value and/or to withdraw from the contract. The amount of the contractual penalty paid shall be credited against any further claim for damages.
3. We are not obliged to accept delivery of the ordered goods prior to expiry of the delivery period.

4. Ownership of the delivered goods shall pass to us at the time of goods acceptance; any reservation of title by the Supplier shall be excluded.

§ 4 Delivery/packaging

1. The costs of delivery shall be borne by the Supplier and shall be free of charge for the receiving location that we specify. Should we bear the costs of freight by way of exception, the Supplier shall select the means of transportation that we specify or otherwise the cheapest means of transportation and delivery for us.
2. The passage of risk shall only devolve upon us on acceptance by our receiving location.
3. The packaging shall be included in the price. Unless otherwise agreed by way of exception, the packaging shall be invoiced at cost price. The Supplier shall select the packaging that we specify and shall ensure that the goods are protected against damage by the packaging. Should the packaging be returned, at least two thirds of the amount calculated shall be credited.

§ 5 Documentation

1. Two copies of all invoices, delivery notes and packing slips shall be enclosed with every delivery. These documents shall contain the following information:
 - Purchase order number
 - Quantity and quantity unit
 - Gross, net and calculation (if any) weight
 - Article description with our article number
 - Remaining quantity in case of partial deliveries
2. In case of freight shipments, a separate dispatch note shall be sent to us on the day of dispatch.

§ 6 Prices

1. Unless expressly agreed otherwise, the agreed prices shall be fixed prices, provided the Supplier has not generally reduced the affected prices.
2. The Supplier shall grant us no less favourable prices and conditions than other purchasers if and to the extent to which in a specific case the latter may have offered the Supplier identical or equivalent conditions.

§ 7 Invoicing/payment

1. Invoices shall be issued separately for each purchase order. Payment shall ensue only after the complete receipt of defect-free goods or complete faultless performance of services and after receipt of invoice. In the case of partial deliveries, this shall apply accordingly. Time delays that occur due to incorrect or incomplete invoices shall not otherwise impair discount periods.

Unless otherwise agreed upon on a case by case basis, the Supplier shall grant the following discount:

On payment within 14 days, 3% discount off the net delivery price. The punctuality of payment shall depend on the time of dispatch.

Otherwise, the payment deadline shall be: 30 days net.

2. Claims by the Supplier to us may only be assigned to third parties with our consent. Payments shall only be made to the Supplier.

§ 8 Warranty/guarantee/claims

1. The Supplier shall assume the obligation to ensure that the goods, their appearance and their identification correspond to our specifications. Our purchase order or our order shall be professionally and properly executed according to the latest state of the art.
2. Within a reasonable period of time, we shall inspect the supplied goods for discrepancies in quality and quantity. Complaints concerning detectable defects may be made within a period of up to 10 working days after receipt of the goods; complaints concerning concealed defects not immediately detectable may be made within 10 days of their discovery.
3. If defective goods are delivered, the Supplier shall be given the opportunity for rectification or redelivery. Should the Supplier be unable to do this or fail to comply with the request immediately within the deadline set, we shall be entitled to return the goods at the Supplier's risk and procure our requirements elsewhere. In urgent cases and after notifying the Supplier, we shall be entitled to carry out the rectification ourselves or request a third party to do so. Any costs incurred herefrom shall be borne by the Supplier.
4. The warranty period for the product manufactured by the Supplier or for the contract performed by him shall end on expiry of 24 months after delivery and acceptance.
5. Unless otherwise stipulated above, the warranty shall comply with statutory provisions.

§ 9 Audits

1. The Supplier shall permit us at reasonable intervals to ascertain whether reasonable quality assurance measures are performed at his factory. For this purpose, the Supplier shall grant us access to his factory to a reasonable extent and after previous agreement on a date and shall provide us during such access with the assistance of a technically qualified employee. Our employees who carry out control inspections are obliged to maintain secrecy towards third parties.
2. We shall be entitled during a control inspection as described in Paragraph 1 to take samples for examination from current production and from the outgoing goods store.
3. When two consecutive deliveries from the Supplier fail to comply with perfect product quality, we shall be entitled to carry out control inspections during normal office hours as described in Paragraphs 1 and 2 without prior notice and with a reasonable time after the last noncompliant delivery.
4. It shall be permitted to refuse insights into confidential production processes and other business secrets that are not to be divulged.

§ 10 Producer's liability

In the event of defects in the goods for which the Supplier may be held responsible, the Supplier shall exempt us from any resulting product liability to the extent that the Supplier would himself be held directly liable.

§ 11 Trademark rights

The Supplier shall be liable for any infringement that his delivery and its use may have on patents or any other third-party industrial property rights. The Supplier shall exempt us and our customers from any claims that may arise from the use of such industrial property rights. This shall not apply if the Supplier produces the supplied goods in accordance with drawings, models or other similar descriptions or specifications provided by us and does not know, or cannot be expected to know that industrial proprietary rights are violated in conjunction with the products it manufactures.

§ 12 Force majeure

War, civil war, export or trading restrictions due to changes in political conditions, strikes, lockouts, operational disruptions, operational restrictions or any other similar events that render contractual performance impossible or unreasonable shall be considered as force majeure and shall release us from our obligation to accept delivery in due time for the duration of such event. The contracting parties are obliged to inform each other of any such event and adapt their obligations to the changed conditions accordingly in all good faith.

§ 13 Safe custody/ownership

Material provided by us shall remain our property. It shall be stored separately and may only be used for our purchase orders. The Supplier shall be liable for depreciation or loss even if he is not at fault. The objects that are produced using materials supplied by us shall remain our property in all stages of production. The Supplier shall keep these objects in safe custody on our behalf; the purchase price shall include costs for the safe custody of the goods and materials supplied by us.

§ 14 Confidentiality

The Supplier shall undertake to treat our purchase orders and all commercial and technical details associated herewith as confidential business information.

§ 15 General provisions

1. Should individual provisions within these terms and conditions of purchase or parts thereof be or become legally invalid, the effectiveness of the other provisions shall remain unaffected. It shall be deemed agreed that the invalid provision shall be replaced by such a provision that best approximates the commercial intention of the invalid provision.
2. All contractual relationships between the Supplier and us shall be governed by German substantive and procedure law including the laws governing the international purchase of movable goods even if the Supplier should have his seat of business abroad.
3. The place of performance for all reciprocal obligations shall be Stuttgart, Germany. A different place of performance may be agreed upon for the delivery.
4. The place of jurisdiction shall be Stuttgart, Germany.