

General Purchasing Conditions

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**BESSEY Präzisionsstahl
Vertriebsgesellschaft mbH**
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74321 Bietigheim-Bissingen, Germany

§ 1 Scope of validity

The following purchasing conditions apply for all contracts, deliveries and other services, unless they are amended or excluded with our express agreement. We are not bound by the general purchasing conditions of the supplier, even if we have not reiterated the exclusion of these. Our orders are processed on the basis of the following purchasing conditions. Conditions of the supplier which are formulated otherwise are only applicable if these have been agreed to by us in writing.

§ 2 Order confirmation

Every order must be confirmed in writing by the supplier.

§ 3 Prices

Agreed prices are fixed prices unless expressly stipulated otherwise. The transferral of demands outstanding against us is only permissible with our explicit agreement.

§ 4 Delivery deadline and delayed deliveries

The delivery deadline is deemed to have been met, if the delivery is available to us on the agreed date at our site or at an alternative place of delivery as agreed. If the delivery is not made – either in full or part – by the agreed deadline, we are able demand recompense for damages arising from the delay. We are also entitled, following a notice period of one week, with no result, to choose either to withdraw from the contract or demand compensation for a failure to meet with contractual obligations. This right to withdraw applies irrespective of whether the supplier is responsible for the failure to meet with contractual obligations, i.e. also where this failure is due to reasons of force majeure, strikes, a lock-out, etc.

§ 5 Delivery note

Every delivery must be accompanied by a delivery note quoting our order number, article number, the quantity and the precise goods description.

§ 6 Shipping

Goods are shipped at the cost and risk of the supplier.

§ 7 Claims, guarantee

The supplier accepts responsibility for the flawless and contractually compliant state of the goods or services supplied. Precise compliance with our specifications regarding condition, dimensions, quality, configuration and completeness is obligatory. The supplier is responsible for all defects pertaining to the delivery, for which we submit a claim within 3 years of initial acceptance; this has no bearing on longer statutory periods. We shall examine and inspect the delivery or service within the framework of our normal business procedures. We are entitled to submit claims for visible and perceivable faults within no more than 6 months of examining / inspecting these as per our normal business procedures. We are entitled to claim for all other faults within the framework of the guarantee period.

§ 8 Retention of title

We recognise a potential retention of title on the part of the supplier, provided that the goods are stored unprocessed on our premises. We do not however recognise a retention of title on the part of the supplier once processing or combination/mixing with other goods have begun, or after installation. Transferral of our demands due to the subsequent onward sale of goods delivered to the supplier is excluded.

§ 9 Drawings, models and samples

Drawings, models and samples which are relinquished by us or commissioned for production by us, remain our property and shall be returned to us following completion of the order or cessation of the business relationship without request.

§ 10 Patent infringement

Liability to ensure that the delivery and the use of the delivered goods does not infringe on the patents, licences or proprietary rights of third parties is borne by the supplier. Licence fees will be borne by the supplier. Should we be the subject of a claim asserted by a third party for alleged patent infringement, the supplier must on the first written request from us or from our representatives indemnify us unless he can show that he is not responsible for the alleged patent infringement. The obligation of the supplier to indemnify us applies to all expenses arising in connection with the claims asserted against us by third parties.

§ 11 Place of fulfilment

Unless otherwise explicitly agreed, the place of fulfilment is Bietigheim-Bissingen, Germany.

§ 12 Place of jurisdiction, applicable law

If the supplier is a registered trader, the place of jurisdiction is Heilbronn, Germany. The law of the Federal Republic of Germany shall apply to all legal relationships between us and the contractor. The conditions of the German Civil Code and German Commercial Code apply.

Should individual provisions of these GTC be incomplete or invalid, this shall have no impact on the validity of the remaining provisions. In such a case, the two parties to the contract are obligated to agree on a legally acceptable revision, which comes as close as possible to reproducing the economic purpose of the invalid provision. If the provision is invalid due to its exceeding or not meeting a permitted numerical or value-based limit, the legally permissible limit shall apply.

§ 13 Prohibition of advertising / confidentiality

The use of inquiries, orders and customer correspondence associated therewith for the purpose of advertising requires the explicit written agreement of the customer. The contractor shall treat as confidential with respect to third parties all commercial processes, facilities, systems, documents etc. of the customer and his clients, where these are made known to him within the context of his activities in association with the customer, also after submission of the respective quotations or completion of the contract. He shall impose the appropriate obligations upon his personnel and vicarious agents accordingly.

§ 14 Supply and services

The supplier is obliged to make use of environmentally compatible products and procedures in terms of his supplies and services, within the framework of economical and technical possibility. The relevant technological regulations, European and German standards as well as all applicable laws and statutory regulations at the place of contractual duties, particularly all regulations pertaining to environmental protection, fire protection, hazardous materials and accident prevention, are to be observed. All generally recognised regulations pertaining to safety and industrial medicine are to be observed.