



Terms and conditions of purchasing

§ 1 Application; applicable law

The purchase conditions are liable to all orders of us. Conditions of sale of the supplier are not applicable. In all orders the law of the federal republic of Germany applies under commission of the United Nations Convention of Contracts for the International Sale of Goods (CISG).

§ 2 Order

1. Orders are placed in written form. Oral contracts, changes or additions to an order are only effective with our written confirmation.
2. Deviations of the order confirmation from our orders shall be effective only if the supplier has expressly drawn to them and we accepted them for record. If the order confirmation does not indicate deviations, the order applies as unconditionally accepted.

§ 3 Delivery time

1. Delivery periods begin in doubt with the date of our order. If the supplier recognized that the delivery is not wholly or partly possible, he has to inform us about the probable durations of the delay immediately.
2. If the compliance of the delivery depends on our assistance, the supplier can only refer to our lack of involvement, if he has reminded it in written form.
3. If the supplier does not respect the agreed delivery time he has to pay for each full week of exceeding the delivery time a penalty of 0,5 % of the value of the part of the performance which cannot be used. This does not apply if the exceeding of the delivery time due to circumstances for which the supplier is not responsible. The penalty for non-compliance of the delivery time shall not exceed 5% of the value of the part of the performance, which can not be used.

§ 4 Prices and payment

The agreed prices are fixed prices in doubt and are free to our factory including packaging costs. Price increases, price reservations and tradition require our written consent. Payment is due only after full receipt of the goods or upon complete performance. Claims may only be assigned with our written consent.

§ 5 Rights in case of defects

1. Obvious defects in the delivery will indicate as soon as they are detected during normal business. The supplier waives the objection of late complaint.
2. Defects must be removed immediately at our choice by repair or replacement of the defective goods. All ensuing costs are borne by the supplier. In urgent cases we are entitled to remedy the defects at the expense of the supplier ourselves or have it done by a third party.
3. Furthermore, our rights are according to the legal statutory provisions. Our claims and rights due to defects are subject to the statutory limitation period. The limitations period does not occur before the expiry of 6 months after a brought before the statute of limitations of defects.
4. The supplier guarantees that the product with regard to design, production and instruction is free of defects in accordance with the provisions of the Product Liability Act. He guarantees particularly that according to the state of science and technology at the time of delivery no defect in the product can be recognized by us. In addition, he has to inform us at latest on delivery, who is the manufacturer of the product.

§ 6 REACH

The supplier guarantees that he applies comply the on 01st June 2007 ensured REACH Regulation (Regulation (EC) no. 1907/2006) and its duty to inform according to Art. 33 REACH for high concern substances, see list of candidates of the European Chemicals Agency (ECHA), whose first version was announced on 28th October 2008! The current status of the candidate list is on the internet at http://echa.europa.eu/chem_data/candidate_list_en.asp. It is guaranteed that these substances are not included in the delivered products in a concentration above 0.1%.

§ 7 Place of performance and court of jurisdiction

Place of performance and jurisdiction for all claims arising from the contractual relationship is Ibbenbüren.