

General Conditions of Purchase

1 Definitive conditions

- 1.1 Orders by Schienle Magnettechnik + Elektronik GmbH, Salem-Neufrach (hereinafter referred to as „Schienle GmbH“) are made exclusively on the basis of these General Conditions of Purchase, unless otherwise agreed in writing. Any references by the contractor to the contractor's own conditions are not legally binding on Schienle GmbH. Equally, the making of payments or the acceptance of goods and services does not count as acceptance of such conditions.
- 1.2 These Conditions of Purchase will also apply to all future transactions with the supplier.
- 1.3 If the supplier and Schienle GmbH should agree on separate, written supply contracts and/or quality assurance agreements or other provisions that deviate from these Conditions of Purchase, these General Conditions of Purchase will apply in a subordinate and supplementary manner.

2 Changes

Changes of whatever kind, e. g. if there is any deviation in specifications, material, dimensions, methods of manufacture, place of manufacture, or assignment to third parties, are only permissible with the prior written agreement of Schienle GmbH. If the supplier carries out changes without the agreement of Schienle GmbH, Schienle GmbH is entitled to withdraw from the agreement and demand compensation for all damages arising from the withdrawal.

3 Pricing, conditions of payment

- 3.1 The prices set down in the order are fixed prices. Unless explicitly agreed otherwise, the price includes delivery „carriage paid“, including packaging and subsidiary costs.
- 3.2 Payment is due after delivery of the goods or performance of the service, payable 14 days after receipt of invoice with a discount of 3%, or net after 30 days. When early deliveries are accepted, the due date is defined by the agreed delivery date.

4 Assignment, offsetting

- 4.1 Without prior agreement by Schienle GmbH, the supplier is not permitted to assign the supplier's receivables from Schienle GmbH as a whole or in part to third parties or to have them collected by third parties.
- 4.2 The client is not entitled to offset counter-claims, unless these claims are undisputed or legally established.

5 Conditions of delivery

- 5.1 The supplier will be in arrears without the need for further warning if he does not provide his goods and services at the agreed delivery dates. Schienle GmbH is then entitled, without setting a period of respite, to choose either subsequent delivery and compensation on the grounds of late delivery or, instead of performance of the contract, to demand compensation for non-performance, or to withdraw from the agreement. In addition, Schienle GmbH has the right to demand a contractual fine of 0.5% of the total order value per week or part of a week, up to a maximum of 5% of the total order value. If the contractor is aware of delays in delivery, he is to inform Schienle GmbH without delay.
- 5.2 The definitive date for keeping to the delivery date or delivery period is the date of reception of the goods at the place of delivery named by Schienle GmbH.

6 Transport and packaging

The goods to be delivered are to be protected by a choice of suitable packaging and means of transport or by packaging and means of transport prescribed by Schienle GmbH. Transport is at the supplier's risk.

7 Examination for defects, guarantee

- 7.1 Schienle GmbH will examine the delivered goods within a reasonable period of time for any deviations in quality or wrong deliveries, and also for external damage. Schienle GmbH will raise any complaint of defects within a period of 10 working days after receipt of the goods; in the case of concealed defects, the period will be 10 working days after their discovery.
- 7.1 Schienle GmbH is entitled to demand rectification of the defects or a replacement delivery from the supplier, according to Schienle GmbH's choice. In such a case, the supplier is obliged to bear all the expenses needed to rectify the defect or for a replacement delivery. In urgent cases, Schienle GmbH is also entitled to rectify the defects itself or have them rectified by third parties, without further notification and at the supplier's cost. In the case of concealed defects, we reserve the right to demand additional compensation for expenses incurred up until the discovery of the defect. Further legal claims, in particular with regard to assured properties, remain unaffected.

- 7.2 The rejected items will be returned „carriage forward“ to the supplier 14 days after notification.
- 7.3 The guarantee period is 24 months from the transfer of risk, unless the law or the contract provide for a longer period.

8 Product liability

The supplier will be liable to an unlimited extent within the bounds of statutory provisions for damage to third parties caused by his own actions or omissions or respectively the actions or omissions of his vicarious agents. The supplier will therefore release Schienle GmbH from all legal claims for compensation by the damaged party to the extent to which the supplier would be directly liable. Schienle GmbH will only be liable in cases of wilful intent or gross negligence.

9 Intellectual property rights

- 9.1 The supplier provides assurance that no rights of third parties are infringed in connection with his delivery.
- 9.2 The supplier will release Schienle GmbH on first written demand from such claims by third parties. This duty of the supplier to release Schienle GmbH applies to all the expenses that Schienle GmbH may necessarily incur from or in connection with claims by a third party.

10 Confidentiality

- 10.1 The supplier is obliged to treat as confidential all commercial and technical details that are not public knowledge that have become known and will become known to him due to the business relationship with Schienle GmbH.
- 10.2 Drawings, specifications, models, templates, samples and similar objects may not be passed to or otherwise made accessible to unauthorized third parties. The use and possible reproduction of such items is only permitted for the contractual purpose in question.
- 10.3 The contractor is to ensure that sub-contractors are also correspondingly obliged to keep confidentiality.
- 10.4 In his advertising, the supplier may only refer to his business relationship with Schienle GmbH if Schienle GmbH has given its prior agreement.

11 Declaration of origin of the goods supplied

- 11.1 If required, the supplier will make available to Schienle GmbH, free of charge, a supplier's declaration and/or all other documents demanded by customs administration or another authority.
- 11.2 The supplier will repay to Schienle GmbH all costs and any other damages caused by an incomplete or false declaration.

12 Binding nature of the contract

If individual provisions should prove legally invalid, the remaining parts of the contract shall remain binding. If a provision should prove to be invalid as a whole or in part, the parties to the contract will immediately make every effort to achieve the desired economic objective of the invalid regulation by another, legally permissible method.

13 Place of performance, place of jurisdiction

Place of performance for the goods delivered or services performed is the place of delivery reception designated by Schienle GmbH. Place of payment and place of jurisdiction is Freiburg im Breisgau.

14 Applicable law

The law of the Federal Republic of Germany shall apply to all contractual relationships.