General Conditions of Purchase (GCP)

1. General / Scope
For all orders made by us, the following conditions apply in relation to the supplier. If the supplier uses conflicting or supplementary terms, their validity is excluded, even if we have not expressly objected to their contents.
With the acceptance of an order, but at the latest upon delivery of the goods ordered by us, the supplier accepts these conditions; his contradictory or supplementary conditions do not become part of the contract.

2. Conclusion of contract
The supply contract is deemed to have been concluded after we have issued our order in writing and the supplier has confirmed its acceptance in writing within 5 working days.
In the absence of a confirmation, the order is deemed to have been accepted on the conditions mentioned therein.
All amendments and supplements are only valid if they have been confirmed by us in writing.
Details in offers submitted by the supplier only become a part of the contract if they are explicitly repeated in the order. Offers from suppliers are binding.
Correspondence shall only be made with the purchasing department.
Our orders and all corresponding commercial and technical details are to be kept confidential.
The supplier is only allowed to refer to the business if we agree to it.

3. Prices
The prices underlying our orders are binding fixed prices.
Delivery conditions are agreed according to the Incoterms rules. Price changes and reserves are only binding if and to the extent that they are expressly accepted by us.

4. Invoicing, payment conditions
A separate invoice is to be prepared for each delivery, giving our order number and our references.
Delivery is only then fulfilled when the requested documents and technical documentation are in our possession.
Balance payments can be retained by us until such time as these documents are in our possession.
Payment will be made if the contract is fulfilled correctly and if correct in price and calculation.
If the delivery is incorrect we are permitted to retain the appropriate payment until proper completion. Transport and packaging costs are to be shown separately.
Invoices are not to be provided together with the delivery but sent separately.
Payments and implementation do not mean acceptance of deliveries and performance.

5. Delivery dates and deadlines
All delivery times are binding and must be adhered to by the supplier.
If the supplier is aware of a delay, we have to be informed immediately. We have the right to reject later delivery or to withdraw from the contract, if the required delivery times/deadlines and any subsequently permitted extensions hereof are not being followed.
Freight differences such as freight/express goods etc. as a result of delayed despatch by the supplier are for the account of the supplier.

6. Volumes
The volumes determined in the order are to be adhered to.
We are only required to accept partial deliveries to the extent that we have expressly asked for or agreed to them.
We reserve the right to place over-deliveries at the disposal of the supplier we have incurred and, in the case of underdeliveries, to insist on their completion.

7. Acceptance/examination of goods
Our payments are made on the basis of an examination of the goods on their arrival at their point of destination. As a more detailed examination of the goods with regard to quantity and quality is normally only made at a later point in time, our payments do not represent any recognition of quantity and quality. Our legal rights therefore remain under full reserve, even after examination and payment of the goods. This also applies if only a part of the goods is paid.

8. Quality
The supplier guarantees delivery in absolute compliance with the contract, the use of good raw materials and excellent condition of the goods, suitable for their intended application.
We can place unsatisfactory deliveries at the disposal of the supplier and demand perfect substitution.
Taking into consideration that, for a large part of deliveries, it is not possible to examine the agreed quality immediately, the supplier agrees, by accepting the order, that a deficiency report will be accepted, even without adherence to a deadline for complaints; this also applies with regards to hidden defects.
Reductions of the deadlines foreseen by law for guarantee claims will not be accepted by us.
Claims to replacement or reduction and damages remain, in any case, under reverse.
We also reserve the right to retain payment fully or partially until, in case that we demand substitution, the supplier has fulfilled his obligation to deliver substitute goods in perfect condition or until the situation with regard to replacement, reduction and payment of damages has been bindingly settled.

9. Warranty
The supplier warrants with respect to the delivery item the use of material that is suitable for the delivery item, as well as a drawing and / or sample Type-specific design and a functional design. Furthermore, the supplier warrants that the delivery item has no defects impaired by its value or suitability, that it complies with the conditions and specifications specified in the order, other warranted characteristics as well as the relevant legal and official regulations and that it has no legal defects.
The warranty is in line with industry conditions, but is at least 24 months and begins on delivery. In the manufacture of capital goods with their decrease. Obvious defects can be reported within 2 weeks after the arrival of the goods at the named shipping address, hidden defects within 2 weeks after their discovery.
Payment and acceptance are not considered acknowledgment of faultless delivery.
With regard to the deficiencies notified in good time, we can reasonably reduce the price, explain the change, Rectification or free replacement or replacement part service demand, return the defective delivery item to the supplier at the expense of the supplier and demand the delivery of faultless replacement at the supplier's expense, repair the defective goods yourself at the expense of the seller or replace them with another replacement provided that the supplier himself fails to comply with our corresponding request within a reasonable period of time, Replace all costs incurred when replacing defective parts. The above rights may be exercised alternatively or, if not legally excluded, side by side.
The warranty period will not run for the duration of a repair. The delivery of a replacement product begins a new warranty period. The statute of limitations of warranty claims is inhibited, as long as our timely notice of defects, the seller has not rejected the notice of defects in writing.

10. Packaging, transport, insurance
Loss of and damage to goods caused by inadequate packaging or method of transportation are for the account of the supplier. Defects because of transportation are only the responsibility of the supplier, if he is responsible for transport (according Incoterms).
Dangerous goods are to be packed and labelled in accordance with valid law, and the relevant Material Safety Data Sheets are to be sent with the goods. The classification of dangerous goods or if applicable the comment “no dangerous goods” has to be stated on the delivery papers.
Passing of risk is according to valid Incoterm rules.

11. Despatch conditions
Each delivery is to be accompanied by a delivery note, showing our order number and references, a description of the goods, the net and gross weights and the exact number of units. Acceptance might be refused if these details are missing. In delivery notes, bills of lading and accompanying documents, at least our order number must be shown.

12. Protection of legal rights
The supplier is responsible for ensuring that goods which he supplies do not violate any commercial protection rights and other legal conditions and that, by using the goods or on-selling them to third parties, no claims can be made against us.
In the case of any claims from third parties, the supplier will assume full responsibility for any damages which have to be paid and will support or represent us in negotiations and legal disputes.

13. Documents/drawings
All documents placed at the disposal of the supplier such as drawings, supply, testing and manufacturing regulations, samples and tools are part of our order and bind the supplier on his acceptance of the order.
These documents etc. are our property and may not be copied nor made known to third parties without our written permission. They are to be returned to us in undamaged condition at our first request or on delivery of the goods.

14. Cession of claims, offsetting
The cession of existing claims against us and offsetting against our claims by the supplier are excluded unless expressly agreed by us.

15. Jurisdiction / place of performance
Jurisdiction for all disputed matters is our place of business.
Unless otherwise stated in the order, our place of business is the place of performance.