

Purchasing conditions for business transactions with suppliers

§ 1 Validity of conditions

1. Our purchasing conditions apply to this and to all future transactions with the respective supplier.
2. Our purchasing conditions are applicable exclusively. Conflicting conditions or conditions of the supplier deviating from our purchasing conditions shall not apply, even in individual cases in which we have not separately contradicted their validity. Equally, they do not apply if we refer to a letter which contains the trading conditions or the conditions of the supplier or those of a third party or which refers to such conditions.
3. All agreements which are concluded between us and the supplier for the purpose of the execution of this contract shall be stipulated in writing.
4. Unless otherwise specified in these purchasing conditions, the terms and definitions of the INCOTERMS 2010 shall apply.

§ 2 Ordering and purchase orders

1. Unless our orders expressly contain a commitment period, we are bound by such purchase order for ten working days. Only written purchase orders are valid.
2. Each order shall be immediately confirmed in writing by the supplier, stating the delivery time specified with the date. The confirmation shall be carried out within five working days after receipt of order. The receipt of the confirmation letter by us is decisive for the timely confirmation.
3. We are entitled to change the time and place of delivery as well as the kind of packaging at any time in writing within a period of at least ten working days before the agreed date of delivery. The same applies to changes in product specifications, as far as these can be implemented on the basis of the normal supplier production process without any significant additional expense, whereby in these cases the period of notification based on the preceding sentence is at least 15 working days. We will refund the supplier with any proven and appropriate additional costs incurred due to the change. If the amendments cause delays in delivery which are unavoidable in the supplier's normal production and business dealings, the delivery appointment will be postponed accordingly. The supplier will inform us in writing of the additional costs of the delay in delivery expected by it on the basis of a careful assessment before the delivery date, at least within 10 working days after receipt of our notification according to sentence 1.

§ 3 Protection of intellectual property and means of production

1. We reserve ownership, industrial property rights and copyright for any illustrations, drawings, calculations and other documents, samples, models and similar objects. They are subject to strict confidentiality and must not be made accessible to third parties without our explicit written permission. This shall also apply after the expiry of this contract for as long as the production knowledge contained therein is not generally known.
2. The supplier must mark as property of elero GmbH the samples, drawings, models and other objects owned by us which are made available to him. The supplier must store these objects carefully, secure them against damages of all kinds and only use them for purposes related to the fulfilment of the contract. They must be issued at any time upon our request and at the latest when they are no longer needed to complete the order.

§ 4 Prices and terms of payment

1. The price specified in the order is binding. The price includes delivery to the premises and normal packaging. The return of packing does not require a special agreement. The supplier shall bear the costs of the packaging disposal.
2. The price includes the applicable rate of value added tax.
3. The supplier must indicate the order number stated in our order on all invoices with the requirements contained therein.
4. We shall pay the purchase price within 30 days with a 3 % discount; within 60 days with a 2 % discount or within 90 days, net.

§ 5 Delivery and acceptance

1. The delivery time specified in the purchase order is binding. Delivery times start from the date of the order.
2. If the supplier cannot meet the stipulated delivery time, it undertakes to inform us immediately in writing about the reasons.
3. If the day on which the delivery has to be effected at the latest can be determined based on the contract, the supplier will fall into arrears at the end of this day, without this requiring an official reminder from us.
4. In the case of delays in delivery, we are entitled to demand payment of a contractual penalty after prior written notification to the supplier of 0.5 %, but up to a maximum of 5 %, of the value of the order in question for each commenced week of the delay in delivery. The contractual penalty shall be set off against the damage caused by delay to be paid by the supplier. This shall have no effect on our other legal claims.
5. The supplier undertakes to meticulously indicate our order number on all shipping documents and delivery notes.
6. A proper delivery / service includes the provision of all required documentation, quality certificates and/or implemented legally required inspections and approvals (eg. TÜV) as well as documents on safety and use. For partial performance, the supplier is not entitled. Without submission of certificates for certification requiring parts a delivery shall be considered as invalid.

§ 6 Place of fulfilment and transfer of risk

1. The place of fulfilment is our plant in 72660 Beuren or 07381 Pößneck, as defined in the particular order.
2. The delivery is to be made free of charge.
3. The risk is only transferred to us when the goods are transferred to us at the agreed destination, even if the shipment has been agreed.

§ 7 Material defects and defects of title

1. We shall inspect the goods for any defects within a reasonable period after the receipt of goods at the destination. Quality and quantity differences are considered as rebuked on time, if we notify the supplier within 10 working days after receipt of the goods. Any hidden material defects are also considered as rebuked on time if the notification is sent to the supplier within 10 working days after discovery. Upon receipt of our defect notification by the supplier, the statutory limitation of guarantee claims is inhibited.
2. We do not waive our guarantee claims through acceptance or approval of the samples or test products provided.
3. The supplier is liable for defects regardless of fault according to the following paragraphs.
4. If there is any material defect in the goods at the time of the transfer of risk, we shall be entitled to demand subsequent fulfilment or a reduction of the price. The subsequent fulfilment is carried out at our choice either by remedying the defects or by a replacement delivery. The supplier shall bear the costs for the subsequent fulfilment.
5. If the supplier has undertaken an unsuccessful attempt of subsequent fulfilment, unjustifiably refused subsequent fulfilment or allowed an appropriate extension to elapse, we are entitled to eliminate the defect ourselves and demand reimbursement of the necessary expenses.
6. The legal right of withdrawal, the right of compensation for damages, in particular the compensation for damages instead of delivery, and the right of recovery are reserved according to §§ 478, 479 BGB.
7. The supplier shall be liable for defects of title regardless of fault.

§ 8 Property rights

1. The supplier guarantees that its delivery and the foreseeable use of this delivery by us do not violate any patents or other property rights of third parties.

2. If any claim is made against us by third parties for any such violation of any property rights, the supplier shall indemnify us against any such claim on first written demand and shall reimburse us for all necessary expenditure incurred as a result of the claim.
3. The aforementioned provisions do not apply, if the supplier has manufactured the delivered goods in accordance with the documents, samples, models or similar data handed over by us and it does not know and/or does not need to know that property rights are violated thereby.

§ 9 General liability

1. If the supplier is responsible for any damage to the product, it shall be obliged to release us from third party compensation claims at first request if the cause is to be found within his sphere of authority and organisational area and it is himself liable in relation to third parties.
2. If any recall is required because of such damage to the product, the supplier shall be obliged, subject to the same limitations, to the reimbursement for the necessary expenditure incurred.
3. Other claims on our part remain unaffected.
4. The supplier undertakes to maintain product liability insurance with an adequate sum insured.

§ 10 Reservation of ownership

1. Materials made available by us shall remain our property. They must be stored separately as such and may only be used for our orders.
2. Any processing or changes made by the supplier shall be made on our behalf. If the goods are combined or mixed with items not belonging to us, then we shall acquire co-ownership of the new item created in proportion to the ratio of the value of our object to the other item at that time. In the event that the supplier's item is regarded as the main item, the supplier shall be obliged to transfer pro-rata co-ownership to us.
3. We reserve the ownership of any tool provided or financed by us. The supplier is obliged to use the tools solely for the fabrication and/or processing of the goods ordered by us. It shall be obliged to insure the tools belonging to us at reinstatement value and at his own expense and to maintain them. The tools are to be returned to us unrequested after completion of the order.

§ 11 Final provisions

1. The rights of the supplier under this contract are non-transferable.
2. The ineffectiveness of individual terms does not affect the remaining terms.
3. Specific personal data is only registered in compliance with the law. The use is limited to business transactions. More details can be found in the elero privacy protection policy.
4. If the supplier is a merchant, the place of jurisdiction for all disputes is the registered office of elero GmbH in 72660 Beuren. The place of jurisdiction is not exclusive.
5. German Law shall be applicable exclusively, excluding the UN Purchase Law (CISG).
