



## Purchasing Conditions – WEBER Schraubautomaten GmbH

### **1. Foreword**

Unless otherwise expressly agreed in writing, the following Purchasing Conditions shall apply exclusively to all our orders. Conflicting conditions of sale and delivery of the contractor shall not be effective even if these conditions are not expressly contradicted by us.

### **2. Ordering and Order Acknowledgement**

(2.1) Our purchase orders and other related agreements shall be binding on us only when they are placed by us in writing or are confirmed in writing, indicating the order number, after prior verbal or telephone placement.

(2.2) Every purchase order shall be confirmed in writing by the contractor with two weeks of receipt, otherwise we shall be entitled to cancel our order.

(2.3) No rights can be derived against us from verbal or telephone promises, statements, consultations, etc., irrespective of whether these were made before or after conclusion of the contract. Amendments or supplements to the purchase order shall only be valid when confirmed by us in writing.

### **3. Correspondence**

(3.1) Our Purchasing department is exclusively responsible for all purchase orders, correspondence and queries.

(3.2) Our purchase order number must be stated in all correspondence, on the invoices and in the shipping documents. For the individual items, our article identification number must be indicated.

### **4. Technical Documents, Tools, Samples, Confidentiality, etc.**

(4.1) All tools, forms, samples, models, profiles, drawings, standards sheets, print layouts, gauges and other technical documents loaned to the contractor for the purpose of handling our orders as well as the items manufactured with their use may only be used to the extent approved by us and may not be duplicated without our prior written approval. They must be guarded in such a way as to prevent unauthorised examination or use. They shall remain our property and shall be returned to us without delay and without being separately requested to do so on completion of the order. In the event of damage or loss, the contractor shall be liable to pay damages.

(4.2) Information obtained from the ordering party by the contractor may not be made known



to third parties unless the information is general knowledge or unless the contractor had become aware of this information in some other legal manner. In the event of an infringement of this obligation, we shall be entitled to claim damages.

(4.3) The contractor may make reference to the business relations with us in his advertising only with our prior written approval.

## **5. Delivery / Delay**

(5.1) The agreed delivery and performance dates are binding. The delivery dates are to be understood for the receipt of the delivery in our works (incoming goods) or at the deviating delivery address stated in the purchase order. The date of acceptance shall be binding for the compliance with the delivery date for supplies with erection or assembly and for services. If the contractor recognises an impending delay in the delivery, we must be notified immediately and our decision requested. The notification has no influence on our claims against the contractor.

Should the contractor be in default with the supply or service, we shall be entitled to claim compensation of 0.1% of the value of the agreed supply or service for each calendar day of the delay, up to a maximum of 5%. The same applies in the event of a withdrawal from the contract.

We reserve the right to claim compensation for delay up to the moment of complete payment.

This does not affect our statutory rights in the event of a delay.

(5.2) Partial deliveries shall only be permitted with our prior written approval.

(5.3) Unless otherwise agreed in writing, deliveries shall be made free house or free delivery address, including proper packaging.

(5.4) In accordance with the Packaging Ordinance, the contractor is legally obliged to take back the packaging of the delivered items. The costs for the return and recycling or disposal of a packaging not conforming to the legal requirements shall be borne in all cases by the contractor.

(5.5) If we are prevented from receiving the delivered items or services due to industrial disputes or force majeure, we shall be relieved from the obligation to take delivery in good time for this period.

## **6. Passage of Risk**

(6.1) In the case of supplies with erection or assembly and in the case of services, the risk shall pass on the acceptance, in the case of supplies without erection or assembly on arrival at the point of receipt specified by us.



(6.2) A delivery note showing our order number and order item with the article identification number shall be included with every delivery. All consequences of incorrect, incomplete or belatedly received shipping documents shall be borne by the contractor.

## **7. Payments**

(7.1) Unless otherwise agreed in writing, payments shall be made within 14 days with 3% discount or within 30 days net.

(7.2) The period for payment shall begin as soon as the supply or service has been completed and the correctly issued invoice has been received. If the contractor has to provide test protocols, quality documents or other documentation, the completeness of the supply or service also presupposes the receipt of these documents. The period for payment shall begin only after complete remedying of any faults or defects.

(7.3) The deduction of discount shall also be permissible in the case of offsetting of counter-claims or where payments are withheld to a reasonable extent due to faults.

(7.4) Payments do not constitute any recognition by us of the supplies or services as being in accordance with the contract.

## **8. Liability for Defects / Warranty**

(8.1) The contractor must grant a 12 month warranty period for his supplies and services.

The warranty period shall begin with the passage of risk. In the case of supplies which we sell to our customers, the above warranty period shall begin with the final acceptance or commissioning by our customer. In the case of supplies for which no final acceptance or commissioning is agreed, the above warranty period shall begin with the delivery to our customer. The warranty period shall expire not later than 24 months after the passage of risk.

(8.2) If faults are discovered before or during the passage of risk or if they occur during the warranty period, the contractor shall – at our discretion – either remedy the faults or provide the supply or service again without faults at his own expense. This shall apply also to the complete scope of the supplies or services where the inspection has been limited to random sample checks. Our choice shall be made here at our discretion.

(8.3) If the contractor does not comply with our request to remedy the faults or provide the supply or service again without faults within a reasonable period to be specified by us, we shall be entitled to withdraw completely or partially from the contract without being liable to any compensation or to reduce the price or to have the faults remedied or to have the supply or service provided again at the expense of the contractor and to claim damages for non-fulfilment of the contract.

The same shall apply if the contractor declares that he is unable to remedy the faults or provide the supply or service again without faults within a reasonable period.



(8.4) Repairs may be carried out at the expense of the contractor without a period being set for the repair if the delivery is made after the start of the delay and we have an interest in an immediate repair in order to avoid a delay on our part or for other urgent reasons.

(8.5) Further legal claims, in particular for compensation for wasted order processing and/or handling costs, shall not be affected by the above clauses.

(8.6) Complaints about faults may be made within one month of delivery or the service or, if the fault is discovered only during processing or use, immediately after discovery.

(8.7) The warrant period shall be suspended for the time between the complaint about the fault and the remedying of the fault. The warranty period for replaced or repaired parts shall begin again with the establishment of the contractual, fault-free condition of the supply or service.

(8.8) The above claims shall not be affected by the receipt and use of the supply or service or by the approval of the drawings or other documents.

(8.9) All supplies or services to be made by the contractor under the warranty shall be made free of charge to us. This shall include the costs for transport to and from the site, travelling expenses and labour costs. The risk for faulty items returned shall be borne by the contractor.

(8.10) The contractor shall be obliged to avail himself of adequate insurance cover against all risks arising from the product liability and to present the insurance policy to us for inspection, on request.

## **9. Assignment and Third-Party Property Rights**

(9.1) The contractor shall guarantee that the supplies and services are free from third-party property rights. He is obliged to compensate us for all damages and costs incurred by us as a result of non-compliance with this guarantee or as a result of a prohibition of the use of the supplies by third parties.

(9.2) The assignment of claims shall only be permitted with our written approval.

(9.3) The contractor's contractual obligations may only be fulfilled by third parties contracted by the contractor with our written approval. Infringements of this obligation shall entitle us to withdraw completely or partially from the contract and to claim damages.

## **10. Supplementary Terms**

(10.1) Where the terms of the order contain no provisions, the legal terms shall apply.



## **11. Place of Fulfilment, Venue and Applicable Law**

(11.1) Place of fulfilment for all obligations of both parties is our head office in Wolfratshausen or the delivery address or point of use specified by us.

(11.2) Venue for all disputes arising out of this contract shall be Munich. We shall also be entitled to take legal action at the contractor's place of business.

(11.3) This contract shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(11.4) Should any of the above terms be or become inapplicable, in whole or in part, then this shall not affect the applicability of the other terms.