



Terms and conditions of purchase

Version May 6th 2010

1. The place of performance for all rights and obligations arising from the delivery is Heidenheim an der Brenz, Germany.
2. Only orders placed in writing are valid; purchase orders not placed in writing require confirmation in writing by us. Every order must be confirmed without delay with exact specification of price and delivery time. If no confirmation is made within 8 days, the failure to confirm will be considered as acceptance of our purchase order.
3. If the specified delivery time cannot be adhered to with certainty, we must be immediately informed of this along with indication of the reasons and the probable duration of the delay: otherwise, the specified date shall be considered to be a fixed date as per HGB 376 (German Commercial Code). The vendor shall be obliged to inform us of any unforeseen difficulties which may result in delays in delivery with specification of the reasons as soon as such difficulties arise.
4. Unless other agreements are made, all deliveries to us shall be made free to our plant and include any packaging. A proper delivery note shall be enclosed with every delivery. Partial deliveries must be specifically identified as partial deliveries.
5. Our vendors' price and delivery provisions shall only be valid for the duration of the agreed upon delivery period, even if they have been accepted by us.
6. If a vendor offers and sells us items which are protected in whole or in part for third parties, and fails to inform us of such circumstances, the vendor shall be fully liable to us for any damages incurred by us as a result.
7. Any information whatsoever concerning the orders placed by us must be kept strictly confidential any may not be disclosed to third parties. All information, drawings, samples, etc. provided by us for the purpose of offer submission or order fulfillment must not be used for any other purposes, reproduced or disclosed to third parties.
8. Material as well as individual parts, tools and the like supplied by us may not be passed on to third parties without our consent. The vendor shall be liable for all damages incurred by us which arise as a result of a violation of this obligation.
9. Tools for which we have paid proportional costs may only be used for our purposes. The tools proportionally paid for by us must be kept for us for at least 5 years; even after this time, they may not be scrapped or destroyed without prior consent by us. The vendor may not make any changes whatsoever, including minor changes, to tools provided by us without our prior consent.
10. Unless otherwise agreed, payment shall be made at our discretion with 3% cash discount within 14 days, with 2% cash discount after 30 days or net after 90 days.
11. All payments shall be made with the implied reservation of right to claim compensation for damages arising, for instance, due to hidden defects which do not become apparent until the delivery items are processed or used. Payment therefore does not constitute acceptance. The vendor shall be obliged to deliver replacements free of charge in the case defects are claimed. We reserve the right to file complaints in the case of items of this kind until the items have been completely processed, overruling the provisions of § 377 of the German Commercial Code (HGB). In urgent cases or if the vendor is defaulting in remedying the defects, we shall be entitled to remedy the defects ourselves at the cost of the vendor.
12. Strikes and operational disturbances as well as operational restrictions and similar occurrences resulting in a decrease in consumption shall be considered as a force majeure and shall release us from our obligation of prompt acceptance for the duration of the interruption.
13. Samples, drawings, sketches and models shall be returned with the delivery unless agreements are made to the contrary.
14. Terms and conditions other than the provisions hereto shall only be valid if we expressly confirm such provisions in writing.