

Conditions of purchase of Heck & Becker GmbH & Co. KG, Gladenbacher Straße 47, 35232 Dautphetal:

I. Scope of application

Our General Terms and Conditions apply exclusively. Conflicting general terms and conditions of our contractual partners shall only become the basis of the contract if this is separately confirmed by us in writing.

II. Order and order confirmation

1. Only orders placed in writing are binding.
In individual cases, order standards and drawings specified by us including tolerance specifications are binding. By accepting the order, the supplier acknowledges that he has informed himself about the type of execution and scope of the service by inspecting the existing plans. In the event of obvious errors, typographical errors and miscalculations in the order itself and in the documents, drawings and plans submitted by us, we shall not be liable. The supplier is obliged to inform us of such errors so that our order can be corrected and renewed. This shall also apply to missing documents or drawings.
2. Orders shall only be binding on us if they are confirmed in writing by the supplier within 14 days of their receipt, stating a binding delivery date.
3. Deviations in quantity and quality from our order and any subsequent changes to the contract shall not be deemed to have been agreed until we have expressly confirmed them in writing and the additional or reduced costs have been regulated.
4. Drawings, tools, samples, models, brands and layouts or something similar as well as finished products and semi-finished products, which are handed over by us or manufactured on our behalf, remain our property and may only be delivered to third parties with our express written approval; they must be returned to us immediately upon completion of the order without special request. Products manufactured or labelled with such means of production, brands and packaging may only be supplied to third parties with our express written consent.

III. Delivery and performance

The agreed delivery periods and dates are binding. They start from the date of the order. The goods must be received at the place of receipt specified by us within the delivery period or by the delivery date. If delays are to be expected, the supplier must inform us immediately and obtain our decision on the maintenance of the order. The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of the claims to which we are entitled due to delayed delivery or service.

IV. Shipment

1. Our shipping instructions apply exclusively. We will only accept additional transport insurance if it has been agreed with us in writing before.
2. Delivery shall be made free of charge to the place of receipt specified by us at the supplier's expense. If, in exceptional cases, we have to bear the freight, the supplier shall select the mode of transport and delivery most favourable to us.
3. The risk shall only pass to us upon acceptance by our place of receipt.
4. Packaging is included in the price. If, exceptionally, something else has been agreed, the packaging shall be charged at cost price.

V. Quality, acceptance and notification of defects

1. The supplier is obliged to comply with the technical data required by us for his deliveries, the applicable accident prevention and VDE regulations, the applicable statutory provisions and the latest recognised rules of technology.
2. The supplier must carry out a quality inspection suitable to the type and scope of his deliveries in order to ensure the quality of his deliveries.
3. For dimensions, quantities and quality, the values determined during our incoming goods inspection and quality inspection are decisive.
4. An implicit acceptance on our part does not constitute a waiver of the right to assert defects; later notifications of defects are possible.

VI. Prices and payment

1. The agreed prices include packaging, freight and other expenses.
2. If prices are agreed by weight, the net weight determined by us shall apply for the calculation.
3. We shall pay the invoice within 14 days from the date of receipt with 3% discount from the gross invoice amount or net within 30 days. If the goods are received after the invoice has been received, the payment period begins with the date of receipt of the goods. We have the right to choose the method of payment.
4. In the case of advance payment, we shall be entitled to demand a bank guarantee.
5. Claims against us can only be assigned with our written consent.

VII. Warranty and Liability

1. The supplier shall assume the obligation that the goods, including their presentation and labelling, comply with our specifications.
2. As soon as defects or poor performance of the delivery are detected in the ordinary course of business, we shall immediately notify the supplier thereof. In the event of delivery of defective goods, the supplier shall be given the opportunity for subsequent performance (rectification/replacement); we shall have the right to choose. In urgent cases we are entitled, after notifying the supplier, to carry out the rectification ourselves or to have it carried out by a third party. The supplier shall reimburse us for all expenses incurred. In addition, we shall be entitled to claim damages. This concerns both the cases of a duty violation due to a main performance obligation and the violation of a secondary obligation. The obligation to pay damages shall also include compensation for consequential damage caused by a defect.
3. The warranty period is two years from acceptance of the goods. It shall be extended accordingly if we are obliged by our customers to longer warranty periods and our supplier has been notified of this.
4. In the event of defects of title, the supplier shall indemnify us against any existing claims by third parties. The statutory warranty period shall apply.
5. The limitation period for parts repaired or repaired within the warranty period shall begin again from the time at which the subsequent performance was performed.
6. If a defect becomes apparent within six months of the transfer of risk, it shall be assumed that it was already present at the time of the transfer of risk.
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VIII. Property rights

The supplier shall be liable for ensuring that no patents or other industrial property rights of third parties are infringed by his delivery and its exploitation by us. He shall indemnify us and our customers against all claims arising from the use of such industrial property rights. This shall not apply if the supplier has manufactured the delivered goods in accordance with drawings, models or other equivalent descriptions or arrangements provided by us and does not know or, in connection with the products manufactured by him, cannot know that industrial property rights are thereby violated.

IX. Force majeure

War, civil war, export restrictions or trade restrictions due to a change in political conditions as well as strikes, lock-outs, breakdowns, operating restrictions and events which make it impossible or unreasonable for us to fulfil the contract shall be deemed force majeure and shall release us from the obligation of acceptance on time or other performance for the duration of their existence. The contracting parties are obliged to inform each other about this and to adapt their obligations to the changed circumstances in good faith.

X. Supplier's declarations

1. An essential part of the contracts concluded in accordance with these Terms and Conditions of Purchase is the obligation to submit supplier's declarations in accordance with VO/EG 1207/01. If long-term supplier's declarations are used, changes in the originating status must be communicated to us without being requested with the respective order confirmation.
2. If the supplier's declarations prove to be insufficiently informative or incorrect and we are obliged by the customs authorities to submit an INF4 information sheet for this reason or for other reasons, we shall be obliged upon request to provide us with INF4 information sheets on the origin of the goods which are free of errors, complete and customs-certified without delay.
3. Should we or our customers be charged by a customs authority for incorrect own declarations of origin or should we or our customers suffer any other financial disadvantage as a result and should the error be based on an incorrect indication of origin by the supplier, the supplier shall be liable.

XI. Safekeeping / Ownership

Provided material remains our property. It must be stored separately and may only be used for our orders. The supplier shall also be liable for depreciation or loss in the event of ordinary fault. The objects which are manufactured with the material provided by us are our pro rata property in the respective manufacturing condition. The supplier shall keep these items in safe custody for us; the purchase price shall include costs for the safekeeping of the items and materials kept in safe custody for us.

XII. Business secrets

Our business partner undertakes to maintain absolute confidentiality with regard to all commercial and technical details which we have disclosed. This obligation to maintain confidentiality must also be imposed on the individual employees of our contractual partners involved in a project and documented in writing. In special cases, we may require documentary evidence of this.

XIII. Final provisions

1. Any verbal collateral agreements must be in writing in order to be effective.
2. The transfer of rights and obligations of the supplier from the contract concluded with us require our written consent in order to be effective.
3. Should one of the provisions be or become void, the remaining provisions shall remain unaffected thereby.
4. The place of performance for all services shall be Dautphetal.
5. The place of jurisdiction for all disputes shall be Dautphetal if the supplier is a registered trader, a legal entity under public law or a special fund under public law. We are also entitled to sue at the supplier's head office.
6. German law shall apply exclusively under exclusion of the laws on the international purchase of movable goods.