

General terms of purchase

of Heinz & Feld GmbH
In der Langwies 2
66793 Saarwellingen

Handelsregister des Amtsgerichts Saarbrücken HRB 52509
VAT identification number: DE 811252718
Represented by the general managers Klaus Heinz und Erich Feld

§ Validity

All orders of Heinz & Feld GmbH (hereinafter referred to HF) are made exclusively due to these General terms of purchase, even if no reference is made to them in exceptional cases. They are an integral part of all agreements which HF concludes with its suppliers or other contractors (hereinafter referred to as suppliers). The Terms of purchase of the supplier do not apply even if not directly objected to by HF or if HF makes reference to correspondence by suppliers which makes reference to their terms of purchase.

§ 2 Orders

Decisive for the legal relationship between HF and the supplier is the written order including these General terms of purchase. Amendments or supplements are only valid in written form. The verbal agreements of others must be confirmed in writing with an order. The order must be signed by the General Manager or one of its representatives and can be sent by fax or e-mail.

HF is entitled to change the place and location of the delivery and the type and packaging and the shipment within a period of seven business days before the delivery date. A written order change of product specifications by HF must be reviewed by the supplier and the expected added costs or delivery delays must be communicated to HF in writing within three business days. Following expiry of this period, the assertion of delivery delays and/or added costs is precluded.

HF is entitled to cancel orders with written confirmation at any time if HF can no longer use the ordered products due to amendments in the contracts on the part of the customer or other circumstances. The supplier will compensate HF in this case for the partial services it has performed with a proof of costs.

§ 3 Order confirmation

The Supplier is obligated to provide an order confirmation to HF within 5 business days.

§ Prices

The price indicated in the order is binding. The price includes delivery free domicile including packaging, if no special written agreement was made.

§ 5 Terms of payment, Invoicing

If not agreed upon otherwise, the terms of payment are 14 days 3% discount 30 days net. The decisive factor here is the date of receipt of the merchandise, not the invoice date. We reserve the right to pay for outside services according to the terms of payment and cash receivable of our customer.

In all delivery papers sent to HF and invoices, the order no, article no., delivery quantity and delivery address are to be indicated. Invoices are to be sent separately to the HF billing department. Invoices which are not processed due to a lack of information are sent back to the supplier.

If, due to a lack of information, there is a delay in the normal processing time at HF, the payment period in terms of the delivery period is extended accordingly.

§ 6 Pledges

The Supplier is not authorised to pledge its claims from the contractual relationship to third parties. This does not apply if this involves money claims.

§ 7 Terms of delivery, Delivery date

All corresponding papers such as delivery notes, testing protocols, installation statements, hardness report, proof of a CE mark etc. are to be provided with the delivery. When ordering what is known as an "incomplete machine", except for the installation statement and the corresponding assembly manual and the documents on risk assessment and the included residual risks (interfaces) are to also be sent to us. Supply of the CE mark according to the NSP and EMC directive. Supply of enclosed documentation in accordance with EN 60204-1 para. 17 as well as operating elements and processes for the operating manual of the machine. The delivery date indicated in the order is binding. The supplier is responsible for the procurement of the supply and the required supplied and services and will guarantee this even without culpability.

Only complete deliveries are accepted by HF. Partial deliveries are only possible by arrangement and in exceptional cases. If late delivery occurs or this can be directly recognised, the supplier is obligated to inform HF about this immediately. The supplier is considered late in delivery upon expiry of the date which is indicated from the delivery date in the order. In the event of delayed delivery, HF is entitled to a right of cancellation as well as all claims for damages allowed by law without restriction.

Upon late delivery, HF is entitled to request a contractual penalty for each initiated week in the amount of 1% to a maximum of 5% of the respective order value. The contractual penalty is to be added to the damages for arrears to be paid by the Supplier. The risk is only to be transferred to HF if the merchandise was transferred at the agreed upon destination location.

§ 8 Warranty claims

The warranty period is 24 months. In the event of defects HF is entitled to all claims allowed by law. Quality deviations are to be indicated to the supplier at the latest within 3 days following receipt of the merchandise. Quality deviations are only indicated by HF after performance of the quality check, at the latest 8 work days following receipt of the goods by the supplier.

In the event of hidden defects, the notification of a claim is at least 3 work days following discovery. HF is also entitled to damage claims or the right to cancel the contract if a deviation of the deviation from the composition is not major. The expiry of warrant claims is inhibited with written notification of a defect report. Following the delivery of defects and the remedy of defects by the supplier, the warranty period begins for the parts replaced or remedied except when the supplier is not liable for the defects.

§ 9 Retention of property

The supplier maintains retention of property only until there is payment obligation by HF for the merchandise. Expanded or extended retentions of ownership remain invalid. If the supplier retains drawing, descriptions, tools, devices or other tools and documents for the implementation of the orders, they remain the property of HF. Without the explicit permission from HF, the supplier may not pass them on or make them accessible to third parties.

The supplier is obligated to completely return the enclosed documents upon conclusion of the business process. Tools equipment and other objects which the supplier has prepared for the production of the order and has billed to HF separately are transferred to the property of HF for payment. If these items remain with the supplier, the supplier is obligated to identify these as property of HF and to store these items carefully. If costs result for these items through improper storage or usage, the supplier must assume these costs. The supplier is obligated to surrender these items upon request by HF.

§ 10 Product liability

The supplier is liable for all claims asserted by third parties due to personal and properties if this is only attributable to a defective product it has supplied. It is obligated to release HF from any resulting liability. If HF must implement a recall campaign against third parties due to a defective product, the supplier thereby assumes all associated costs. The supplier is obligated to take out product liability insurance with a coverage total according to the order value. Upon request, HF is obligated to provide a copy of the liability policy.

§ 11 Confidentiality

The supplier is obligated to maintain confidentiality on all information and documents obtained with the order. Here, in particular, the Data Protection Law is to be applied Without written permission by HF, the supplier may not pass on information to third parties or use supply items for advertising, brochures etc. and present produced delivery items. The Supplier must also obligate its sub-suppliers accordingly.

§ 12 Customer protection

If the supplier comes into contact with the customer for the first time through HF in a business capacity or learned about the customer from HF, the supplier must guarantee customer protection to HF. After completion of this initial contact or initial order, the supplier may not get into contact with the customer for a period of three years in direct business contacts without directly going through HF.

§ 13 Prohibition of competition

All advertising by suppliers for documents issued by HF require special written permission, even if it is minor HF reserves the right to bill the supplier for any non-released or non-approved advertising.

§ 14 Industrial property rights

The Supplier guarantees that no industrial property rights of third parties have been violated in conjunction with the industrial rights of third parties in countries of the European Union and all other countries in which it produces the products or has them produced.

§ 15 Spare parts

The Supplier is obligated to maintain a stock of spare parts on the parts supplied to HF for a period of at least five years following delivery. The Supplier is obligated to immediately inform HF if it intends to suspend the production of spare parts for products supplied to HF.

§ 16 Place of performance, jurisdiction, applicable law

The place of performance for both parties is 66793 Saarwellingen and the exclusive place of jurisdiction for all disputes from the contractual relationship is 66740 Saarlouis. For agreements from Foreign contractual partners, the law of the Federal Republic of Germany applies exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is precluded.