



## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

**As on December 2024**

### **1 General Provisions – Scope**

1. Our General Terms and Conditions of Purchase apply exclusively. We do not recognise terms and conditions of the supplier that conflict with or deviate from our terms unless we have explicitly agreed to their validity in writing. Our purchase terms also apply if we accept the supplier's delivery unconditionally while being aware of conflicting or deviating terms. They apply to all future business relationships, even if not explicitly agreed upon again.
2. All agreements made between us and the supplier regarding the execution of this contract must be recorded in writing.
3. Our purchase terms apply exclusively to businesses.

### **2 Offer Documents**

1. The supplier is obliged to accept our order within a period of two weeks.
2. We retain ownership and copyright over illustrations, drawings, calculations, and other documents. These may not be made accessible to third parties without our explicit written consent. They are to be used exclusively for manufacturing based on our order and must be returned to us without request upon completion of the order. They are to be kept confidential, with additional provisions in 9 Para. 4.

### **3 Transfer of Risk – Documentation**

1. Unless otherwise agreed in writing, delivery must be made "free domicile." Risk transfers to us upon proper delivery and acceptance.
2. The supplier must indicate our order number on all shipping documents and delivery notes. Failure to do so absolves us of responsibility for processing delays.



## **4 Prices – Payment Terms**

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "Delivered Duty Paid," including packaging. The return of empties and packaging material, except for disposable packaging, is at the supplier's expense.
2. Prices are stated excluding applicable VAT.
3. We can only process invoices if they are sent separately from the goods delivery and if they indicate the order number specified in our order. The supplier bears responsibility for any consequences arising from failure to comply with this requirement unless they can prove they are not at fault.
4. Unless otherwise agreed in writing, we will pay the purchase price on the 15th day of the month following delivery with a 3% discount or net within 90 days after receipt of the invoice.
5. We retain full rights to offset and withhold payments under applicable law. We may assign all claims arising from the purchase contract without the supplier's consent. The supplier may not assign claims without prior written consent from us.

## **5 Delivery / Delivery Time**

1. The supplier must perform the delivery personally. Subcontracts require our explicit written approval.
2. Deliveries must comply with the execution, scope, and schedule outlined in the order. We reserve the right to inquire about the content and composition of the delivered materials.
3. For unfulfilled orders, we reserve the right to request changes in design, delivery, and delivery time, provided the supplier is technically capable, and the changes are reasonable.
4. Agreed delivery dates are binding, and the supplier guarantees timely delivery.
5. In case of delivery delays, we are entitled to legal claims, including compensation for delay or non-performance, or to withdraw from the contract. If we claim damages, the supplier may provide evidence that they are not responsible for the breach.
6. The supplier bears additional freight costs for expedited shipping resulting from missed delivery deadlines.
7. The supplier must promptly notify us of any circumstances that may prevent timely delivery.

## **6 Defect Inspection – Warranty**

1. We are obliged to inspect goods for visible defects within a reasonable period. Notice of defects is deemed timely if sent within 10 working days after receipt or, for hidden defects, after discovery.
2. We are entitled to full statutory warranty claims, including the right to demand defect rectification or replacement at our discretion. Claims for damages remain reserved.
3. In urgent cases, we may rectify defects at the supplier's expense.
4. The limitation period for defect claims is 36 months from the transfer of risk.



## **7 Quality**

1. The supplier guarantees that their goods and services meet the specified properties, quality, and standards outlined in the order, including specifications, drawings, and samples.
2. The supplier must implement appropriate quality control measures aligned with the latest technological standards.
3. Production of series items may not commence without our explicit written approval of initial or selection samples.
4. The supplier must continually align the quality of their products with the latest technology and notify us of potential improvements or changes. However, any changes to the product require our prior written consent.
5. The supplier guarantees compliance with all German safety and environmental regulations. If a declaration of conformity (CE) is required, the supplier must prepare and provide it at their own expense upon request.

## **8 Product Liability – Indemnification – Insurance**

1. If the supplier is responsible for product damage, they must indemnify us against third-party claims upon first request if the cause lies within their control.
2. The supplier must also reimburse any expenses incurred in connection with recall actions, We will inform the supplier of recall measures when feasible.
3. The supplier must maintain product liability insurance with a coverage amount of 1 Cr. per personal injury/property damage incident.

## **10 Retention of Title – Confidentiality**

1. All parts and tools provided by us remain our property.
2. The supplier must handle tools and drawings provided by us confidentially and solely for order fulfillment.



## **11 Right of Withdrawal in Case of Force Majeure**

If force majeure or similar events significantly reduce our demand for ordered goods, we may withdraw from the contract without liability.

## **12 Spare Parts**

1. The supplier must provide spare parts for at least 10 years after delivery.

## **13 Jurisdiction – Governing Law**

1. The exclusive place of jurisdiction is Greater Noida
2. Invalid provisions do not affect the validity of the remaining terms.