

## General purchasing conditions

### 1. Scope

- 1.1 These general purchasing conditions apply to all our purchasing transactions and those issued by us for orders for deliveries and other services. On our sales transactions and contracts with consumers these conditions do not apply. Conditions of the contractor that we do not acknowledge in writing are non-binding for us, even if we do not expressly object to them.
- 1.2 These terms and conditions in their current version also form the basis for all future purchasing transactions and orders according to Section 1.1, even if their inclusion is not expressly agreed again becomes.
- 1.3 To the extent that "writing" or "written form" is required in these conditions, written form is required §§ 127, 126 paragraph 2 BGB, or electronic form according to §§ 127, 126a BGB, or text form according to §§ 127, 126b BGB permissible.

### 2. Conclusion of contract

- 2.1 Our order is only considered binding once it has been submitted or confirmed in writing by us. Declarations in our order and/or order documents that are based on an obvious error, in particular a typographical or arithmetic error does not oblige us. On obvious errors, namely Typing or calculation errors, incompleteness in the order including any necessary ones order documents, the contractor must inform us before acceptance for the purpose of correction or completion of the information. Otherwise the contract is considered not concluded.
- 2.2 The contractor must accept our order in writing within 14 days. If the contractor does not accept our order within 14 days by means of written confirmation, we are entitled to cancel our order. A late acceptance is considered a new offer and requires acceptance by us.

### 3. Delivery times and delays

- 3.1 The delivery time stated in the order is binding. For the timeliness of delivery the decisive factor is the receipt of the goods at the shipping address specified by us.
- 3.2 The contractor is obliged to inform us immediately in writing if the in delivery time stated in the order or otherwise agreed – for whatever reason always – probably cannot be met.
- 3.3 If the contractor does not provide his service or does not provide it within the agreed delivery time or if he defaults, this determines our rights – in particular to withdrawal and compensation for damages – in accordance with legal regulations. The regulations in section 3.4 remain unaffected.
- 3.4 In the event of default on the part of the contractor, we shall be entitled, in addition to further statutory claims, lump-sum compensation for our damage caused by delay in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered

late. We reserve the right to prove that higher damages have been incurred. The contractor reserves the right to prove that no damage or only minor damage has been incurred.

#### **4. Performance, delivery, transfer of risk, default of acceptance**

- 4.1 The contractor shall not be entitled to transfer the performance owed to third parties or to commission third parties to provide the performance without our prior written consent.
- 4.2 Delivery within Germany shall be free to the place specified in the order. If the place of destination is not specified in the order and nothing else has been agreed, delivery shall be made to our registered office. The specified or agreed destination is also the place of performance for deliveries and any subsequent performance (obligation to be performed at the creditor's domicile).
- 4.3 The delivery shall be accompanied by a delivery bill stating the date of issue and dispatch, article number and quantity of the delivery as well as our order identification.
- 4.4 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions shall apply in the event of acceptance.

#### **5. Prices and payment terms**

- 5.1 The prices we specify in the order are binding and inclusive statutory sales tax if this is not shown separately.
- 5.2 Unless otherwise agreed in individual cases, the price stated includes all services and Additional services provided by the contractor (e.g. assembly, installation) as well as all additional costs such as packaging, transport and insurance costs for shipping.
- 5.3 The agreed price is due within 30 calendar days starting from complete delivery and service including any agreed acceptance and receipt of a proper invoice are due for payment. If we make payments within 14 calendar days, we are entitled to 3% discount to be deducted from the net amount of the invoice.
- 5.4 The statutory provisions apply to any late payment.

#### **6. Confidentiality and retention of title**

- 6.1 We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual service and are to be returned to us after the contract has been fulfilled. The documents may not be used for purposes other than the contractual purposes, reproduced or made available to third parties.
- 6.2 The contractor must treat all technical and commercial information related to the contract as a business secret within the meaning of the GeschGehG.

- 6.3 All items provided to the contractor to fulfill the contract remain our property. They may only be used to provide the ordered deliveries and services.
- 6.4 Any processing, mixing or combining (further processing) of items provided by the contractor is carried out for us as the manufacturer. The same applies if we further process the delivered goods, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the legal regulations.
- 6.5 The transfer of ownership of the goods to us must take place unconditionally and without regard to payment of the agreed price. However, if in individual cases we accept an offer from the contractor for transfer of ownership that is conditional on payment of the purchase price, the contractor's retention of title expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods, even before payment of the purchase price, with advance assignment of the resulting claim. All other forms of retention of title are excluded, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

## **7. Liability for material defects**

- 7.1 In the event of material and legal defects in the goods, including incorrect or short delivery as well as improper assembly/installation or inadequate instructions, and in the event of other breaches of duty by the contractor, the statutory provisions and the regulations in these conditions apply.
- 7.2 The contractor shall be liable in accordance with the statutory provisions in particular for ensuring that the goods agreed quality upon transfer of risk. If product descriptions, drawings, execution instructions or other documents are included in our order or references are made to them taken, these are considered to be included in the contract and as an agreement on quality.
- 7.3 The statutory provisions apply to the commercial obligation to inspect and report complaints (§§ 377,381 HGB) with the following proviso: Our obligation to inspect is limited to defects that occur. Our incoming goods inspection includes an external inspection, including the delivery documents come to light such as transport damage, incorrect or short deliveries or which are detectable during our quality control sampling process. If acceptance has been agreed, there is no obligation to inspect. Without prejudice to our obligation to inspect, our complaint (notification of defects) is deemed to be immediate and timely if it is communicated with-in 30 working days of discovery and, in the case of obvious defects, of receipt of the delivery.
- 7.4 If the contractor does not fulfill his obligation to provide subsequent performance within a reasonable period of time set by us, we can remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the contractor. If the subsequent performance by the co-tractor has failed or is unreasonable for us, there is no need to set a deadline. Unreasonableness occurs in particular in cases of particular urgency, a risk to operational safety or the threat of disproportionate damage.

7.5 Furthermore, in the event of a material or legal defect, we are entitled in accordance with the statutory provisions to reduce the purchase price or wages or to withdraw from the contract. Furthermore, we are entitled to statutory claims for damages and reimbursement of expenses.

## **8. Product liability, insurance**

8.1 The contractor is obliged to indemnify us against any liability towards third parties or claims third parties arising from the production, delivery, storage or use of the delivered goods upon first request. The above obligation to indemnify does not apply if the claim is based on grossly negligent or intentional breach of duty on our part.

8.2 The supplier undertakes to take out product liability insurance with a sufficient minimum. The sum insured for personal injury or property damage must be taken out and maintained during the contractual relationship. Any further claims for damages remain unaffected.

## **9. Limitation period**

9.1 The mutual claims of the parties expire in accordance with the statutory provisions, insofar as nothing else is specified below.

9.2 Notwithstanding § 438 Para. 1 No. 3 BGB and § 634a Para. 1 No. 1 BGB, the limitation period for claims for defects is three years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. Claims arising from defects of title shall lapse in accordance with the above determination.

## **10. Offsetting, rights of retention**

10.1 We are entitled to offsetting and retention rights as well as the defense of non-fulfillment of the contract to the extent permitted by law. In particular we are entitled to withhold payments due as long as we still have claims against the contractor due to incomplete or defective services.

10.2 The contractor has a right of set-off or retention only because it is legally binding established or undisputed counterclaims.

## **11. Severability clause**

Should one or more of the provisions of this contract be or become ineffective outside of the main performance obligations, this will not affect the effectiveness of the remaining provisions of this contract. In such a case, the parties undertake to agree to negotiations on a new regulation that comes as close as possible to the economic purpose of the invalid provision and they would have agreed if they had known it was ineffective.

## **12. Place of jurisdiction, choice of law**

- 12.1 The place of performance and jurisdiction for all disputes arising from the contractual relationship is our registered office, provided that the client is a registered merchant, a legal entity under public law or a special fund under public law.
- 12.2 The law of the Federal Republic of Germany applies exclusively to the contractual relationship between the parties, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules International private law.

Langenau in February 2024

**ABSAUGWERK GmbH**  
Eichlesstraße 16  
D-89129 Langenau

[www.absaugwerk.de](http://www.absaugwerk.de)