

Conditions of Purchase



1. Scope of application

These Conditions of Purchase apply to all of our orders and assignments to suppliers, as long as the supplier is an entrepreneur, a legal entity under public law or a special fund under public law. These conditions of purchase apply exclusively. Deviating, conflicting or additional terms and conditions of the supplier are explicitly rejected. These shall form part of the contract only in exceptional cases if and insofar as their validity is expressly confirmed by us in writing. The foregoing applies even if we do not explicitly contradict the terms and conditions of the supplier particularly in cases in which we unconditionally accept deliveries from the supplier in awareness of the supplier's General Terms and Conditions.

2. Code of Conduct

The supplier must comply with the guidelines (Code of Conduct) of the Stiegelmeier-Group when providing a service and take appropriate measures to ensure that his employees and possible subcontractors comply with the rules of conduct set out in them. The code is available at www.stiegelmeier.com and will be provided to the supplier on written request.

3. Order / Supplier Declaration

Only orders issued or confirmed by us in written form or in text form shall be effective. Changes require our explicit permission given in writing or in text form. If the order is not accepted within a period of 3 weeks from the date of the order by the supplier, it shall be deemed rejected. The supplier shall notify us of obvious errors, such as typing and calculation errors and omissions in the order, including the order documents, for the purpose of correction or completion before acceptance of the order. The supplier is required to inform us immediately of any reservations about the technical parameters specified by us in the order or about any other specified requirements, i.e. before accepting the order.

At our written request, the supplier shall provide us with an appropriate supplier's declaration in accordance with the requirements of Regulation (EC) No. 1207/2001 of 11.06.2001.

4. Delivery Time

The agreed delivery period is binding, and compliance is an essential contractual obligation of the supplier. Circumstances which make compliance impossible are to be reported to us immediately in text form or in writing. In the event of default, we are entitled to charge a lump sum of 0.5% of the total order value (excluding VAT) as compensation for each full calendar week of delay. The lump sum is limited to a total of not more than 5% of the total order value (excluding VAT). We reserve the right to press further statutory claims. The supplier has the right to provide us with evidence that we have suffered no damages or lesser damages as a result of the delay. The lump sum shall then be reduced accordingly. Our acceptance of the delayed delivery or performance shall not be considered as a waiver of compensation even without explicit reservation. Compensation for the delay, however, shall be claimed at the latest at the time of the final payment.

5. Dispatch

The ordered goods - unless otherwise explicitly agreed in writing - are to be delivered free to the delivery address specified in our order. The product shall be suitably packed for transport, marked in accordance with the contractual and legal requirements with respect to commercial care. The dispatch has to be notified to us at the latest when the goods leave. All dispatch notes, bills of lading and parcel labels must visibly indicate the delivery address and order number given by us. These and other dispatch instructions, specified in the order, are binding on the supplier.

Consignments for which we bear the freight costs in whole or in part must be transported at favourable freight rates, unless stipulated otherwise in our dispatch instructions. The supplier is liable for all damages and costs resulting from insufficient compliance or failure to comply with our specifications.

6. Information Requirement

For delivery items, for which the handling, processing and/or installation is not generally known, installation and commissioning instructions, maintenance information etc. must be provided without special request in German and in the language of the place of delivery of the items, no later than the date of delivery of the items. In case of failure to do so, the supplier shall also be liable for damage caused by improper handling, processing and/or installation.

7. Complaints

Obvious defects are raised by us in time within the meaning of § 377 HGB, if the supplier is notified of them by us within 5 business days of receipt of the goods. Hidden defects are raised in time if the supplier is notified of them by us within 5 working days of their discovery. Payments made by us shall in no way constitute a waiver of notice of defects.

8. Warranty

Our warranty claims are based on the statutory provisions, unless specified otherwise in the following. Warranty claims expire accordingly within 24 months of delivery or performance.

The supplier warrants that all goods supplied correspond to the contractual requirements for them stipulated by us (especially in drawings, models, samples, etc.) and that they correspond to the usual market quality and the relevant regulations and standards applicable to products placed on the German market.

We are entitled in exceptional cases to remedy the defect ourselves at the supplier's expense before the end of the reasonable period of grace extended to the supplier, or to have it remedied or to obtain new delivery elsewhere if a particular urgency is established by the fact that such defect or damage entails a significant risk, in particular to operational safety, and we report this defect and the impending damage to the supplier in advance or without delay. In the above substitution measures, we shall always take into account the legitimate interests of the supplier.

For goods in which a rectification of a defect has taken place, and for goods that have been newly delivered due to a defect, the warranty period with respect to the rectified defect begins again on completion of rectification or with the replacement delivery.

The rights derived from a guarantee given by the supplier shall not be affected.

9. Damages / Revocation

We are entitled to demand damages from the supplier without any restriction for any breach of contract in accordance with the legal provisions. The supplier is liable for all damages incurred by us or our customers due to any material defects or other breaches of contract by the supplier. The supplier agrees in the case of justified complaints by our customers, based on corresponding breaches of contract by the supplier, to indemnify us for all warranty claims and other claims.

Furthermore, the supplier shall indemnify us fully for all claims by third parties that are levied on the basis of product law, product liability or similar provisions if the affected product was delivered by the supplier or the materials or parts of the defect delivered by the supplier are the cause of the defect in the final product. Indemnification also includes the reimbursement of costs incurred by us in this context (e.g. as part of a recall or other field action).

In addition to the statutory rights of revocation, we have a right to revoke the contract without compensation if

- the supplier rejects the application of these Conditions of Purchase;
- the supplier, despite a request within a reasonable time set by us, does not submit a proof of the existence of adequate liability insurance (see section 10.);
- the supplier, without providing a justifiable reason, fails to meet the essential contractual obligations, despite having been given an adequate period of grace.

10. Insurance

For damages caused by services rendered or goods delivered by him, his employees or subcontractors, the supplier shall take out liability

insurance at his own expense with adequate coverage for the particular material damage and personal injury, and maintain it for the entire duration of the contract with us. On our explicit written request, the supplier is required to provide us immediately with written proof of the existence of appropriate insurance in addition to the minimum coverage amounts.

11. Availability

The supplier undertakes to deliver to us spare items and spare parts (original parts) for the delivery goods on reasonable terms for the period of ordinary technical use of our products, in which the delivered goods are incorporated, but at least for a period of 10 years from the relevant delivery, to enable us to maintain and repair our products.

If the supplier, after the expiry of the abovementioned period or the production, stops production or stockkeeping of items or spare parts that are identical to the items delivered, he is called on to notify us of this in writing six months in advance and to give us the opportunity to build up sufficient stocks

12. Quality Assurance

The supplier undertakes to ensure the permanent quality of the goods supplied by him, by undertaking appropriate tests and inspections during manufacture. He is required to prepare documentation in accordance with EN ISO 9001 on this testing. We have the right to convince ourselves concerning the conduct of the testing and controls at the site of operations, after giving appropriate notice. On our justifiable request, the supplier is also required to provide us with corresponding information on the type and performance of tests and inspections, by presenting appropriate documents.

13. Energy efficiency

We point out to our suppliers with an influence on the energy-related performance that we operate an energy management system according to DIN EN ISO 50001 and that energy efficiency is included as a decision criterion in the awarding of contracts. The supplier ensures that the energy policy is adhered to and that energy criteria are taken into account when submitting bids and that an energy-efficient comparative bid is submitted.

14. Substances in products

The supplier warrants that the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006) as last amended will be complied with. The supplier shall not deliver products containing substances described in Annexes I to IX of the REACH Regulation or subject to Council Decision 2006/507/EC, Regulation (EC) No. 1005/2009 or the UN Minamata Convention. The supplier furthermore warrants that the specific applicable limits according to ROHS Directive 2011/65/EU will be complied with. No carcinogenic, mutagenic or radioactive substances shall be used.

The supplier shall indemnify us against all liability relating to violation of the above-mentioned regulations and prohibitions.

15. Property Rights

The supplier shall guarantee that, in connection with his delivery, no rights of third parties, including copyrights, trademarks, patents and other intellectual property rights are violated. In case claims are brought against us by a third party for infringement of the aforementioned rights, the supplier is obligated to indemnify us from such claims upon first written demand. The obligation to indemnification of the supplier refers to all expenses incurred necessarily by us arising from or in connection with the justified claim by a third party. The statute of limitations for such claims is 5 years, starting with the delivery of the relevant product.

16. Confidentiality / Advertising

The supplier is required to treat all orders, and all other non-public documents, information and data, especially all those explicitly marked as „confidential“, that he receives from us in the context of the business relationship, as confidential and only use them in the context of the business relationship. The supplier is forbidden to exploit these documents, information and data, to inform third parties or to otherwise make them accessible. If the supplier violates one of the aforementioned duties, he is liable to pay us a penalty of Euro 25,000.00 per violation, and each singular act will be deemed as an individual infringement.

Furthermore, the supplier is permitted to refer to the existing business relationship with us to third parties or to advertise it only after our consent or permission in writing or in text form.

17. Accident Prevention

If the supplier is required to provide his services on our premises, the supplier shall ensure that all provisions concerning the prevention of accidents in the workplace and the corresponding regulations of the employers' liability insurance are respected by his legal representatives or vicarious agents. Agents in this sense also include the personnel that are provided to the supplier from our side. With the provision of these employees, they are subject to the instructions of the supplier. The supplier shall be liable for all damages incurred to us and our employees or third parties through inadequate explanations or insufficient compliance with safety regulations, unless the injured party itself is culpable of gross negligence or wilful misconduct.

18. Means of Production, Development, Models, Tools, Purchaser Documentation

Means of production such as samples, models, tools, gauges, drawings, data, design and production documentation, know-how and similar, that we make available to the supplier, remain our exclusive property both before and after making changes or enhancements. We shall be entitled to unrestricted use and exploitation. The same applies to such items, which we (further) develop in cooperation with the supplier. Means of production, in particular models and tools, which are manufactured at our expense by the supplier, revert into our property after payment. The supplier is required to handle and store the production materials carefully and to insure them against fire, water, theft, loss or other damage at his own expense. The supplier is not entitled, whether before or after making changes or enhancements, to transfer the means of production to third parties or use them or exploit them in any way beyond the contractually agreed scope. This also applies to products manufactured using the means of production. These items may only be delivered to us, unless we have agreed to a different use, by prior and explicit written consent.

After carrying out the order, the supplier is required to send the production materials back to us on our explicit request or to destroy them.

19. Data Protection

In accordance with the data protection laws, we are entitled to store personal data relating to the supplier for commercial purposes and to transmit, revise and delete it. The data is initially stored by us at a central location. The supplier is hereby informed of this.

20. Place of Performance, Applicable Law

The place of performance and place of transfer of risk for deliveries is the place where the delivery shall be made as specified in the order. For all payments, the place of business is our place of business. German law applies exclusively to all contractual and non-contractual relationships with the suppliers. Currently applicable international private law and the UN Sales Conventions are excluded. The exclusive legal venue for both parties is our place of business. Notwithstanding this, we can also file a lawsuit at the place of business of the supplier.

21. Severability Clause

The invalidity of one of the provisions of these Conditions of Purchase does not affect the validity of the remaining provisions.

Lage, November 2017