All orders and purchases of the respective contracting company of the Wieland Group shall be based exclusively on these General Terms and Conditions of Purchase. Any changes to these General Terms and Conditions of Purchase only become effective with the written consent of the Wieland Group. Any other general terms and conditions of the supplier or particular orders or purchases of the supplier with respect to which these General Terms and Conditions of Purchase are expressly referred to in the context of such orders or purchases.

1. Contractual Terms and Conditions

a. With regard to the contractual terms and conditions, only the terms and conditions set out in our order, and, in addition, these General Terms and Conditions of Purchase shall apply. A waiver on the part of the Wieland Group to require the supplier to refer to public, national or international standards, then the current valid version of these standards shall apply.

b. Verbal agreements reached with our procurement employees shall only be binding once we have confirmed them in writing.

c. We are entitled to demand that alternatives be made to the object of delivery and/or service even after the contract has been concluded, provided the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, in particular with regard to existing orders and reduced costs, as well as the delivery deadlines.

2. Orders

a. If our orders are not unconditionally accepted by the supplier in text form within two business days of receipt, including the delivery period, we are entitled to rescission.

b. We are entitled to reject any early deliveries and/or partial deliveries unless we have expressly consented to such early or partial deliveries.

c. The supplier shall be obliged to notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery dates, stating the reasons and the likely duration of the delay.

3. Delivery Period and Deadlines

a. Agreed dates and deadlines for delivery shall be binding. The receipt of the goods or performance of services at the agreed place of delivery and/or performance shall be the prerequisite for adherence to these dates and deadlines.

b. We are entitled to reject any early deliveries and/or partial deliveries unless we have expressly consented to such early or partial deliveries.

c. The supplier shall be obligated to notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery dates, stating the reasons and the likely duration of the delay.

4. Packaging, Transportation and Insurance

a. The goods are to be protected against damage using suitable packaging that has been approved by us, and due and proper transportation.

b. We shall take over our own transport insurance. We shall not pay the costs associated with freight forwarders’ insurance, for example, mandatory freight forwarders’ insurance.

c. The risk of accidental destruction and accidental deterioration of the delivered goods shall pass to us once the products are delivered at the place of delivery specified by us.

5. Compliance with laws and other regulations

a. In connection with its performance, the supplier shall comply with all applicable laws (including without limitation) any relevant laws relating to environmental protection, hazardous goods and accident prevention and shall ensure the security of the delivery chain based on the applicable customer requirements and shall adhere to the generally accepted safety regulations and requirements set out by the order placed by us.

b. The supplier warrants that it delivers comply with the provisions set out in Regulation (EC) No 1005/2009 concerning the Regulation, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the supplier warrants that any substances contained within products delivered have been registered, insofar as this is required under the provisions of the REACH Regulation, and, that we have been provided with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Art 43 or 45 of the REACH Regulation. Insofar as the supplier delivers, or ship according to the provisions of Art 33 of the REACH Regulation, that it adheres to its obligation to pass on sufficient information pursuant to Art 33 of the REACH Regulation.

c. The supplier shall notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery dates, stating the reasons and the likely duration of the delay.

d. We do not accept any delivery or performance of services that do not comply with the mandatory legal requirements under the above-mentioned laws and regulations.

6. Quality and Warranty

a. In respect of deliveries of goods and/or services, the supplier shall adhere to all applicable technical rules, standards, any statutory safety-related and environmental provisions and the agreed technical data and specification. The supplier must ensure that throughout that, check to ensure that any goods and/or services delivered comply with the agreed specifications. Any changes to the object of delivery and/or service shall require our written approval.

b. Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, that they have been correctly delivered and fitted to the intended purpose. We are entitled but not obliged to inspect the goods, inspect and store as soon as this is feasible within the framework of ordinary business activities, we shall report any defects we identify with undue and proper care, including storage, after the acceptance of the goods.

c. The limitation period in the claims based on defects shall be governed by the applicable statutory provisions.

b. Without limiting any remedy, we can demand either the rectification of the defect or the delivery of an item that is free of defects. In case of the subsequent performance, the period of limitation for replaced and repaired parts shall begin to run from the new delivery date.

b. The Supplier is obliged to reimburse us in respect of any costs and expenses incurred in consequence of defective delivery and/or service, this includes in particular but not exclusively the damages and expenses incurred by customers, clients or third parties.

b. If the supplier fails to rectify the defect as soon as we ask for it, then we shall have the right, particularly in urgent cases, to defend against actual risks or to prevent more considerable damage, to rectify the defect by ourselves or, arrange for a third party to do so, at the supplier’s expense.

b. The Supplier is obliged to prove the damages and expenses incurred by customers, clients or third parties (e.g. damage caused by the delivery being delayed) on request.

b. The Supplier shall make all efforts to ensure that the Customer has not been put to unnecessary expenses or effort.

b. The supplier shall be liable within the statutory scope.

b. In the absence of any agreements to the contrary, payments shall be made net within 60 days. In case they are not otherwise expressly stated in the corresponding order or in the order confirmation, the due date shall be the latest 10 days after receipt of the invoice.

b. The Supplier is obliged to reimburse us in respect of any costs and expenses incurred in consequence of defective delivery and/or service, this includes in particular but not exclusively the damages and expenses incurred by customers, clients or third parties.

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b. The supplier guarantees that the delivery or use of the delivered goods or performed services shall not breach third-party rights in any respect to any intellectual or industrial property rights.

b. The supplier shall indemnify us and our customers from all claims resulting from the use of such property rights.

b. The Supplier is obliged to reimburse us in respect of any costs and expenses incurred in consequence of defective delivery and/or service, this includes in particular but not exclusively the damages and expenses incurred by customers, clients or third parties.

b. The supplier guarantees that its deliveries comply with the provisions set out in Regulation (EC) No 1907/2006 concerning the protection of the environment and human health and safety to the extent of the protection of the environment and human health.

b. We shall be entitled to demand that the delivery chain be audited to determine whether the protection of the environment and human health.

b. The supplier guarantees to the Buyer that any services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for us to expect in all circumstances.

b. The Supplier is obliged to reimburse us in respect of any costs and expenses incurred in consequence of defective delivery and/or service, this includes in particular but not exclusively the damages and expenses incurred by customers, clients or third parties.

b. The supplier guarantees that the delivery or use of the delivered goods or performed services shall not breach third-party rights in any respect to any intellectual or industrial property rights.

b. The supplier guarantees that any substances contained within products delivered have been registered, insofar as this is required under the provisions of the REACH Regulation.

b. The supplier shall be entitled to demand that the delivery chain be audited to determine whether the protection of the environment and human health.

b. The supplier guarantees that the delivery or use of the delivered goods or performed services shall not breach third-party rights in any respect to any intellectual or industrial property rights.

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