All orders and purchases shall be based exclusively on these Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract unless we confirm these terms and conditions in writing. If we accept the goods without raising any explicit objections, this shall not, under any circumstances, be taken to mean that we have accepted deviation from any of our conditions of purchase, but shall have only the effect that the contract is concluded in line with state-of-the-art technical standards, and shall provide us with evidence of these quality assurance measures in writing.

1. Contractual Terms and Conditions

a. With regard to the contractual terms and conditions, only the wording of our order and, in addition, these Terms and Conditions of Purchase shall apply. Where the wording of the order refers 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.

2. Orders

a. If our orders are not acknowledged by the supplier in writing or by fax or by e-mail within one week of receipt, including a declaration of acceptance of the order, then the order shall be void.

b. We are entitled to demand that alteration be made to the delivery item even after the contract has been concluded, provided that the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, impartially with regard to extra and reduced costs, as well as the delivery deadlines.

3. Delivery Period and Deadlines

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

b. Early delivery and partial deliveries shall require our consent.

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 date, 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 using due care in transportation.

b. We shall take out our own transport insurance. We shall not be liable for the costs associated with freight forwarders’ insurance; we are exempted from mandatory freight forwarders’ insurance (SVS-Werthentwicklung).

c. The risk shall be transferred at the place of receipt specified by us.

5. Provisions to be Adhered to

a. In connection with the purchase agreement, the supplier shall adhere to all of the relevant statutory provisions and regulations, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable custom regulations and shall adhere to the currently accepted safety regulations and requirements, set out by the party placing the order.

b. The supplier warrants that deliveries adhere to provision on thus in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (“REACH Regulation”) in particular, the supplier warrants that the substances contained in the products have been registered, if required, insofar as this is required under the provisions of the REACH Regulation, and that we have been supplied with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Article 31 of the REACH Regulation. Insofar as the supplier delivers products within the meaning of Article 5 of the REACH Regulation, it also warrants, in particular, that it adheres to its obligation to pass on sufficient information pursuant to Article 38 of the REACH Regulation.

c. The supplier warrant that adheres to Directive 94/62/EC on packaging and packaging waste, in particular adherence to provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall also adhere to the principles that govern our activities as set out in our corporate guidelines.

d. In connection with its performance, the supplier shall adhere to all of the relevant statutory provisions and regulations, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable custom regulations and shall adhere to the currently accepted safety regulations and requirements, set out by the party placing the order.

6. Quality and Warranty

a. In respect of its deliveries and services, the supplier shall adhere to the recognised technical rules, the statutory safety-related and environment-related provisions and the agreed technical data. The valid version of the standards shall be applied.

b. The supplier must conduct a thorough final check to ensure adherence to the specified product characteristics. Any changes to the delivery (item) shall require our prior written approval.

c. Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, in particular, that they are complete, correct and suitable. We are entitled to inspect the goods, invoice and as soon as this is feasible within the framework of ordinary business activities; we shall report any defects we identify as soon as we discover them. In this respect, the supplier shall waive the right to object to the delayed notification of defects. Section 377 of the German Commercial Code (HGB) shall not apply.

d. The limitation period for our claims based on defects shall start when the goods are delivered to the service is accepted and amounts to two years for claims resulting from, or in connection with, the delivery of the goods. If the goods are used for a building structure in accordance with their usual purpose, then the limitation period shall amount to five years. In all other respects, the statutory deadlines shall apply. The warranty period for spare parts that are specially marked/named as such in the order shall amount to two years from the time of installation, but shall end, at the earliest, when the warranty period for the goods concerned expires.

e. We can demand either the rectification of the defect or the delivery of an item that is free of defects. In the case of subordinate performance, the period of limitation for replaced and repaired parts shall begin anew. The expenses incurred for the purposes of subsequent performance shall also include the expenses incurred by our customers.

f. If the supplier fails to start rectifying the defect as soon as we ask it to, then we shall have the right, particularly in urgent cases or where damage to a third party or for us has arisen, to rectify the defect ourselves, or arrange for a third party to do so, at the supplier’s expense.

7. Product Liability

a. If the supplier is responsible for product damage, it shall be entitled to indemnify us against third-party claims for damages incurred in third party’s interest.

b. Within this framework, the supplier is to be held liable to cover any expenses incurred by us due to rectification, in connection with, a recall.

c. The supplier shall take out appropriate insurance cover for all risks associated with product liability, including the recall of goods and may be required to cover any other expenses incurred by us.

d. The supplier shall perform quality assurance measures that are suitable based on national and international standards, in line with state-of-the-art technical standards, and shall provide us with evidence of these quality assurance measures on request.

8. Property Rights

a. The supplier shall guarantee that the delivery or use of the delivered goods shall not breach third-party rights, in particular industrial property rights.

b. The supplier shall indemnify the party placing the order and all customers from all claims resulting from these property rights.

9. Payment

a. In the absence of any agreements to the contrary, payments shall be made within 14 days subject to a 3% discount or within 30 days, but not before the time of invoicing. In the absence of any agreements to the contrary, our statutory provisions shall apply, but without regard to the goods’ acceptance of the services and, insofar as documentation, test certificates (e.g., factory certification) or similar documents forming part of the scope of delivery, and provided to us in writing, must be regarded as having been delivered. An explicit written request must be made no later than the due date.

b. In cases involving incorrect deliveries, we are entitled to withhold payment as a precaution – maintaining our right to apply the discount – until the time of due and proper performance.

c. Receivables may only be assigned with our written consent.

10. Force majeure

a. Force majeure, industrial disputes, unrest, official measures and other unavoidable events shall release the contractual partners from their performance obligations for the duration of the disturbance and the extent of its impact. The Parties undertake to, to the extent that can be reasonably expected of them, to provide each other with the necessary information without delay and to adjust their obligations to reflect the change in circumstances in good faith.

b. In cases involving metal purchases, the supplier may not invoke force majeure.

11. Tool Costs, Production Equipment and Data

a. The tools and facilities required for the manufacture of the goods ordered and for their maintenance and replacement shall be at the supplier’s expense as a general rule. We have the right to acquire and use such tools, dies or models (where appropriate taking into account wear-and-tear and depreciation) in return for payment of the cost price.

b. Models, matrices, templates, samples, tools and other production equipment paid or made available to the supplier by us in connection with our order data, shall remain our property and may only be used for deliveries and services furthered to parties with our prior written consent. The supplier must store any production equipment belonging to us carefully and return it to us without delay and without any right of retention any time we request such return.

12. Ownership and Provision

a. We recognise provisions on return in the supplier’s terms and conditions of delivery regarding the latter’s ownership of the title. We reserve all rights against the assignee that we would have against the supplier in the absence of the assignment.

b. Goods provided by us remain our property. They may be used only for the intended purpose. The supplier must perform a corresponding receipt inspection to ensure the due and proper nature of the goods provided and inform us of the outcome of this inspection. In cases involving the processing of our goods by the supplier, we shall consider the manufacturer without this granting any obligations for us, and we shall acquire ownership of the newly produced goods. If the goods are processed together with other materials, we shall acquire co-ownership based on the ratio of the invoiced value of our goods to the invoiced value of the other materials. For goods combined or mixed with goods of the supplier and the supplier’s goods are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the ratio of the invoiced value of our goods to the invoiced value – or if there is no such invoice value, the market value – of the main goods. In such cases, the supplier shall be deemed the custodian.

13. Subcontracts

For subcontracts by us, the following also applies:

a. The supplier shall inspect the subcontracted goods without delay on receipt to check for any transport damage, evident material defects, incorrect deliveries and incorrect quantities and shall inform us of any complaints without delay.

b. The supplier’s only entitlement to process subcontracted goods that are free of defects. It must act appropriately within this context to ensure that the intended purpose of the subcontracted goods is not impaired or jeopardised as a result of the processing. The supplier shall be liable within the statutory scope.

14. Compliance

a. The supplier undertakes to adhere to the relevant statutory provisions on dealing with employees, environmental protection, occupational health and safety and shall endeavour to reduce any adverse impact of its activities on people and the environment. The supplier shall also adhere to the principles that govern our activities as set out in our corporate guidelines.

b. The supplier shall adhere to the protection to international human rights, the prohibition of forced and child labour, the limitation of discrimination on the grounds of recruitment and employment, responsibility for health, safety and the environment and the prevention of corruption.

c. If the supplier has listed subcontractors or production sites in the territory of the Federal Republic of Germany, it guarantees that it shall adhere to the applicable employment regulations, as well as the statutory requirements on the minimum wage as set out in the German Minimum Wage Act (MinlG). The same shall apply to any subcontractors that are used. The supplier undertakes to indemnify us against liability for the minimum wage if our claims are based on a breach of obligations and any other activities (e.g., the supplementary work claim, the remuneration claim under the German Minimum Wage Act) shall also include any associated costs, in particular in connection with legal defence.

15. Place of Performance and Place of Jurisdiction

a. The place of performance for all obligations under the agreement shall be the place of receipt specified by us.

b. If the supplier is a merchant who has been entered in the German commercial register (Vollkaufmann), then the place of jurisdiction shall be Ulm.


In the absence of any provisions to the contrary below, the contract and its performance shall be subject exclusively to the statutory provisions of the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.