1. **Contractual Terms and Conditions**

- **Conditions and terms for all contracts:** The supplier shall indemnify us and our customers from all claims resulting from the use of such property rights.
- **Quality assurance measures:** The supplier shall perform quality assurance measures that are suitable based on the nature and scope of the products,
- **Insurance cover:** The supplier shall take out appropriate insurance cover for all risks associated with product liability, including the recall of goods and services.
- **Reimbursement of damages:** Within this framework, the supplier is also obliged to reimburse us for all damages and expenses, including but not limited to, the financial loss suffered by us due to any negligence or other breach of the supplier’s obligations.
- **Product liability:** If the supplier is responsible for product damage, then it is obliged to indemnify us against third-party claims for damages and losses, in particular, in relation to any intellectual or industrial property rights.

2. **Delivery Period and Deadlines**

- **Agreed dates and place of delivery:** The supplier shall deliver the goods at the agreed place of delivery and commence the agreed date of performance shall be the prerequisite for adherence to these dates and deadlines.
- **Partial deliveries:** We are entitled to reject any early deliveries and/or partial deliveries unless we have expressly consented to such early performance.
- **Goods inspection:** The supplier shall deliver goods that are complete, fit for the intended purpose, and free of defects. In the case of subsequent performance, the period of limitation for replaced and repaired parts shall be calculated from the date of delivery of the repaired goods.

3. **Quality and Warranty**

- **Compliance with requirements:** In connection with its performance, the supplier shall comply with all applicable laws including (without limitation) professional standards, statutory safety-related and environmental provisions and the agreed technical data and specifications.
- **Product liability:** The supplier shall indemnify us for damages in the event of a breach of any obligations in this context to ensure that the intended purpose of the goods is not impaired or jeopardized as a result of the supplier's default.

4. **Force majeure**

- **Exemption from liability:** In the absence of any provisions to the contrary above, the contract and its performance shall be subject exclusively to the force majeure provisions of the REACH Regulation (as defined in Article 32 of the REACH Regulation).
- **Certification:** 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 Article 32 of the REACH Regulation. In the event of a breach of any obligations, the supplier shall indemnify us for all damages and losses arising from such breach.

5. **Payment**

- **Payment terms:** In the absence of any agreements to the contrary, payments shall be made net within 60 days. In case of disputes, payment terms shall be governed by the terms of the invoice or the contract. We shall have the right to request early or partial payments at any time without being subject to any prior notice or requirement.
- **Guarantee:** The supplier may not invoke Force Majeure if the circumstances were foreseeable to the supplier or if the supplier failed to take appropriate precautions to prevent the occurrence of the event. We shall be entitled to claim damages for any losses suffered as a result of the supplier's default.

6. **Liability**

- **Exclusion of liability:** We shall not be liable for damages in the event of negligence, except in the cases of gross negligence, material breach of contract, or if we have assumed a guarantee or warranty.
- **Liability limit:** In the event of a breach of any obligations, the supplier shall indemnify us for all damages and losses arising from such breach, in particular, in the event of any negligence or breach of the supplier's obligations.

General Terms and Conditions of Purchase

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