

General - Scope

The following terms and conditions of purchase apply to the purchase of machines, assembly technology and machine systems (hereinafter collectively referred to as "machine"), including other services required in this context, such as assembly work (delivery of machines and provision of further services hereinafter also collectively referred to as "services"). The present conditions are generally based on the individual contractual regulations (e.g. framework agreement) agreed between the contractor and the client (hereinafter also referred to collectively as "contractual partners").

The general terms and conditions of the contractor are hereby expressly contradicted.

prices and weights

The agreed prices are fixed prices plus the applicable VAT. The prices include necessary measures against frost, snow, heat and water damage and the probability of such damage.

Costs for transport, transport insurance, packaging and their reimbursement are to be stated separately in the pricing. Regarding the costs for assembly and commissioning of a machine, insofar as such costs are charged. The costs must be listed in their total amount, stating the hourly or daily rate and travel and accommodation costs or according to a different agreement, e.g. a flat rate.

Payment

Payment is made according to individual agreement. If premature services are accepted, the due date depends on the agreed delivery date.

In the event of defective performance, the client is entitled to withhold payment pro rata until proper performance.

The contractor is not entitled to assign his claims against him or to have them collected by third parties without the prior written consent of the customer, which may not be unreasonably withheld. In the event of an extended retention of title, approval is deemed to have been granted.

Settlement in the event of termination for breach of contract

If the customer makes use of a right of termination to which he is entitled under contract or law due to a breach of contract by the contractor, the services performed up to that point will only be charged at contractual prices to the extent that they can be used by the customer as intended. Billing is on a contract basis. Any damage to be compensated to the client will be considered in the settlement. The same applies to a forfeited contractual penalty.

Scope and Execution

Unless otherwise agreed, the contractor will deliver a complete machine that contains all parts required for proper operation in compliance with the agreed, tacit assumed or customary properties are necessary, even if the individual parts required for this are not listed. The information provided by the client is the contractor's own verify responsibility. Machine elements and parts must be designed and arranged in such a way that they can be maintained, inspected, and replaced quickly and easily. Wear parts must be as have a long service life.

The customer shall provide electrical energy in the respective voltages and water at the installation site at a distance of no more than 100 m free of charge. The heating of Building accommodation with electrical energy is permitted within the scope of the given possibilities; Otherwise, electrical energy may not be used for heating purposes.

The contractor must install, maintain, and later remove the necessary supply lines and connections at his own expense in accordance with the technical regulations.

The scope of the order includes the provision of all machines, devices, scaffolding, hoists, building accommodation, etc. required for the execution of the order. If the client makes such items available in individual cases, the contractor is liable for the item and its use.

Components provided by the customer to the contractor (e.g. parts of the automation, tools, clamping devices, extraction etc.) (hereinafter "components") remain the property of the customer. These must be marked as the customer's property and stored separately from other items so that it can be always seen that the customer is the owner of the components. These may only be used as intended. The processing or transformation of components and the assembly or installation of components in machines to form a complete product are carried out on behalf of the customer. It is agreed that the customer is a co-owner of the entire product in relation to the value of the components in relation to the value of the entire product. This also applies if one of the other product components is the main component. In this respect, the entire product or the components are stored by the contractor for the customer.

A positive supplier declaration in accordance with 89/392/EEC or more recent is part of the agreed service (within the European Economic Area this is the CE mark and the Declaration of Conformity according to applicable EU directives).

Hourly wage work (added hourly wage) that is additionally required may only be carried out on the express instructions of the client's local site management. The hours are recorded by the contractor in the client's hourly wage statement forms and submitted daily to the client's local site management for countersignature; this refers exclusively to the number of hours.

If the contractor wants to use subcontractors to fulfil his obligations, he needs the consent of the client before concluding the subcontracts.

Delivery and shipping regulations, packaging

Delivery and shipping instructions specified by the customer as well as the customer's material specifications for packaging must be observed. The packaging is to be limited to the extent necessary to protect the goods and may only consist of environmentally friendly and recyclable materials. Unless otherwise agreed, packaging is to be taken back.

Costs incurred by the client due to non-compliance with the delivery, shipping and packaging regulations shall be borne by the contractor.

Working in the client's work area

Work to be carried out in the customer's works area must not impede his operations or third parties more than is unavoidable. The course of the work must be coordinated in good time with the responsible technical contact person of the client.

Before the start of installation and/or assembly work, the contractor must take over the installation site with all foundations, connections, markings, etc. that are important to him and them to verify correctness.

When carrying out work, the contractor has a special duty of care regarding environmentally hazardous substances. If the contractor releases harmful substances during the performance of the work, finds harmful substances or suspects the presence of such substances, he must inform the client immediately.

The local construction management employed by the client has the right to issue instructions on the construction site during the construction period. Instructions from other departments of the client may only be given after consultation with Construction instructions are followed.

The contractor must staff the installation site with a competent and experienced supervisor and provide them with the necessary powers of attorney. A change requires the consent of the customer.

The contractor shall submit to the local site management a list of the names of the workers he intends to employ in the plant area. The list must be always kept up to date. Upon request, the contractor must prove that the statutory social security protection exists for all workers employed. Workers employed by the contractor may be denied access to the client's plant area for important reasons.

The contractor must ensure that the workers deployed by him follow the client's instructions for maintaining order and safety and observe the usual standards subject to control procedures.

All items that are brought to the customer's premises are subject to factory inspection. Before delivery and removal, the responsible technical contact person of the to submit a written list of all items to the client for signature and to deposit them with him. The contractor and its subcontractors have their tools and equipment as well to mark the assembly equipment clearly and unchangeably with their name or company logo beforehand. Wagons and other means of transport are only dispatched during normal working hours.

Insofar as local customer construction site regulations exist, these must also be observed.

Accident prevention, emission limitation, pollution damage, fire protection

The contractor is obliged to comply with the laws, regulations and provisions relating to the health and safety of employees, protection of the environment, the transport of dangerous goods and fire protection To comply with regulations, including the leaflets of the professional associations and the association of property insurers, insofar as they are relevant for the performance of the service.

The contractor must obtain information from the client's responsible specialists for occupational health and safety, environmental protection and fire protection about the existing conditions, accident prevention, environmental protection, and fire protection regulations for the place of performance. The necessary measures must be coordinated with the named specialists.

The contractor must ensure that all workers employed by him behave in an environmentally friendly, safety and fire protection conscious manner.

The fire protection requirements of the plant/company fire brigade or the fire protection officer must be met in any case. If work associated with the risk of fire cannot be avoided on or in the vicinity of fire and/or explosion-prone machines such as oil tanks, cable systems, etc., it may only be carried out with the approval of the responsible authority. Unless otherwise agreed, the contractor must provide a trained fire watch. After the work has been completed, follow-up checks must be carried out. This also applies to dismantling and scrapping work.

The contractor shall indemnify the client and the persons entrusted by the latter with the implementation or monitoring of accident prevention, environmental protection, plant security, fire protection, dangerous goods regulations and construction management from all claims made against the client or the afore mentioned persons due to damage which arise from a violation of the regulations to be observed by the contractor in connection with the performance of the service. This also applies to claims for damage caused when work is carried out on third-party facilities (e.g. supply and disposal lines); The Contractor must obtain detailed information from all responsible authorities about such third-party facilities before starting work. Occurs In the event of damage, the customer and other responsible bodies must be informed.

Proof of performance and acceptance

If joint acceptance has been agreed, it will take place at the location specified by the customer. The contractor must apply in writing for the determination of the acceptance date. Acceptance should take place immediately and, in the case of machines that require a prior trial run, within a period of 4 weeks at the earliest and 3 months at the latest after the start of the trial run. Within the scope of the existing possibilities, the machine can also be used for production during trial operation. The contractor shall bear the material costs incurred during acceptance. The contractor and client each bear the personnel acceptance costs they incur themselves.

If the acceptance test shows that the machine has not been manufactured in accordance with the contract, the contractor must immediately restore the contractual condition and at the latest within 3 months to ask for a repeat acceptance. All costs arising from the repetition of the acceptance test shall be borne by the contractor.

If defects are found that do not affect the performance and function of the machine or the safety and health of the employees, acceptance can take place subject to the immediate elimination of these defects. A reasonable amount will then be withheld from the remaining payment until disposal.

The successful acceptance is confirmed to the contractor with the acceptance protocol of the client.

Liability for Defects and Liability

The machine must have the agreed quality, function, and performance as well as the relevant laws relating to occupational health and safety, environmental protection and fire protection, correspond to regulations, guidelines, standards, and customer regulations. Insofar as no deviating requirements arise from this or from the contract, the generally recognized rules of technology must be observed.

The statute of limitations for defects (hereinafter "statute of limitations") is 24 months and begins with the date of successful acceptance, which is specified in the customer's written declaration of acceptance is called. If acceptance is delayed through no fault of the contractor, the client is prepared to agree on a reasonable longest period at the contractor's request. The statute of limitations for defects about spare parts is 24 months after their successful installation and ends no later than 36 months after delivery to the customer.

The contractor must eliminate defects free of charge. If this is not possible, or if it is unreasonable for the customer to accept improved services, the contractor must replace the defective services free of charge.

In urgent cases or if the contractor is in default with the rectification of defects, the client can carry out the necessary measures himself or have them carried out by a third party at the expense of the contractor. The client will notify the contractor before carrying out the measures. If this is not possible, the measures required to prevent damage can be carried out without prior notification; in these cases, the client will make up for the notification immediately. The obligations of the contractor from the Liability for defects remain unaffected; this excludes defects that can be traced back to measures taken by the client or a third party.

For all parts of the machine that cannot be used as contractually intended due to an interruption in operation that occurs since measures to remedy defects become necessary, the limitation period is extended by the duration of this interruption.

If supplementary performance is not possible or unreasonable for the client, other rights of the client remain unaffected.

About further rights and liability, the statutory regulations apply.

Property rights

The contractor is responsible for and guarantees that the contractual use of the contractual products does not infringe the property rights of third parties. The contractor is aware of the intended use of the contractual products by the client. As soon as the contractor realizes that the use of his deliveries and services results in third-party property right applications or property rights, intellectual property rights or commercial property rights being used, he must inform the customer of this immediately. In the event of an infringement, the contractor shall indemnify the customer against all claims and costs, including legal costs on a reasonable hourly basis, which third parties assert due to the infringement of property rights. In the event of a violation, the contractor is also obliged to either provide the customer with the right to use the contractual products in accordance with the contract free of charge or to change them in such a way that the infringement of property rights no longer applies, but the contractual products are nevertheless in accordance with the contract.

This does not apply if the contractor produces according to drawings, models or other equivalent descriptions or information provided by the customer and does not know or does not need to know in connection with the products developed by him that property rights are being violated as a result.

The contractual partners undertake to inform each other immediately of any risks of injury and alleged cases of infringement that become known and to give themselves the opportunity to make corresponding claims to counteract by mutual agreement.

Force majeure

Force majeure, labour disputes, unrest, official measures and other unforeseeable, unavoidable and serious events release the contractual partners from their performance obligations for the duration of the disruption and to the extent of their effect. This also applies if these events occur at a time when the contractual partner concerned is in default. The contractual partners are obliged to provide the necessary information immediately and within reasonable limits and to adapt their obligations to the changed circumstances in good faith.

Software

Insofar as the contractor's services include the delivery of standard software or the creation and delivery of individual software, the client will receive more detailed information on this below described rights of use:

The client receives the irrevocable, non-exclusive, transferrable, temporally, and spatially unrestricted standard software, any known type of use including the right to rework, duplication, modification, extension and granting of simple rights of use to third parties comprehensive right of use.

For the programs or parts of programs individually developed for the customer and for all other service results, the customer irrevocably acquires an exclusive, temporally, and spatially unrestricted, every known type of use including the right to rework, reproduce, change, expand and grant simple rights of use to third parties Right of use, unless a restriction results from the following paragraphs.

If the acquisition of a right of use in accordance with the paragraph above conflicts with the rights of third parties to third-party programs included in the services or other third-party service results, the scope of the customer's right of use must be agreed accordingly in the contract.

The contractor remains authorized to continue to use standard programs, program modules, tools and know-how brought in by him in the development of the performance results, including for third-party orders. The contractor is not permitted to duplicate, edit, or otherwise use the service results and solutions developed for the client, in whole or in part.

The contractor is only entitled to publish performance results of any kind created for the client - even in parts - with the written consent of the client.

privacy

For the performance of the contractual service, the contractor may only use persons who have been obligated by him to maintain data secrecy in accordance with the **Federal Data Protection Act**. He must ensure that all persons entrusted with the processing or implementation of the contract observe the provisions of the **FDPA**.

The contractor must guarantee the data backup measures required by the **FDPA** and will provide the client with the information and evidence required for order control according to the **FDPA** at his request.

export control

The supplier will inform the customer immediately and provide him with all the information necessary to that effect if the delivery item is subject to approval in whole or in part, or the (re) Subject to export controls.