



Management Handbuch

Einkaufsbedingungen FO 7.5.1.001E

Autor: T. Oberauer

Datum: 27.03.2018

Status: Freigegeben

Revision: 01

Purchasing Conditions

1. Field of application


- 1.1 Our purchasing conditions apply only in respect of entrepreneurs in the context of Section 14 of the German Civil Code.
- 1.2 These purchasing conditions apply to all business transactions (deliveries and services) with the supplier, even if no reference is explicitly made to these conditions. We do not recognize conflicting or diverging business conditions of the supplier, unless we have explicitly agreed to their validity in writing. In particular, acceptance of deliveries or services or payment does not mean agreement.
- 1.3 Our purchasing conditions also apply to all future deliveries and services provided by the supplier to us until the validity of our new purchasing conditions.

2. Conclusion of contract and changes to the contract

- 2.1 We will only deem our order as binding if it is confirmed in writing within a period of two weeks of issue.
- 2.2 Verbal agreements before or upon conclusion of the contract require our written confirmation to become valid. Also, verbal agreements made after conclusion of the contract as well as subsidiary agreements of all kinds require our written confirmation to become valid.
- 2.3 Should, at the conclusion of the contract, there occur errors which are not due to our fault, e.g. on account of transmission errors, misunderstandings etc. on our part, no claims for damages can be filed against us in accordance with Section 122 of the Civil Code.

3. Delivery

- 3.1 Agreed deadlines and periods are binding and must be strictly adhered to. Relevant here is the receipt of the goods by us or at the place of receipt agreed or indicated by us.
- 3.2 As soon as the supplier recognizes that delivery delays will ensue, he is to notify us of this fact immediately. This has no effect on the binding nature of the agreed delivery deadline.
- 3.3 If the delivery is affected before the given deadline, we are entitled to reject it. We are likewise entitled to reject part deliveries.
- 3.4 If the delivery date is not adhered to, we are not obliged to set a second deadline, but entitled to withdraw immediately from the purchase contract. We are permitted to retain part deliveries and withdraw from the remainder of the contract.
- 3.5 Should the supplier be behind in deliveries, we are entitled to claim compensation for every commenced week of the delay of 1.0%, at the most, however 10% of the order value as a contractual penalty. We can assert the necessary reservation in accordance with Section 341, Paragraph 3 of the Civil Code until complete payment of the service has been effected. The contractual penalty does not exclude the possible assertion of a further claim.

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3.6 The risk of the complete or partial loss, damage or other deterioration of the goods passes to us at the moment the goods are accepted at the place of receipt.

3.7 In addition to the right of use in the statutorily permissible extent of any software forming part of the product scope, including its documentation, we also have the right of use to the extent required for the contractual use of the product. We are permitted to make a backup copy.

4. Prices and payment

4.1 Insofar as no other agreement is made, the prices are to be understood free our works, including freight and packaging as well as other ancillary costs. Price increases, irrespective of the reason, are only recognised by us, if written agreement has been explicitly made in this respect.

4.2 Insofar as no other agreement has been made, payment of invoices is effected by us either within 30 days with 3% discount or within 60 days without discount. The period begins at the moment both the invoice as well as the goods have arrived or the service has been rendered.

4.3 Assignment of receivables of the supplier against us is only permissible with our prior agreement. The agreement is deemed as accorded if the receivables are assigned as part of an extended retention of title.

5. Warranty claims and recourse

5.1 The supplier is only to send fully inspected goods found to be in good condition and therefore a detailed acceptance inspection is dispensed with at our premises. We will examine incoming goods insofar and as soon as this is appropriate in accordance with proper business practice and immediately report defects upon their discovery. In this respect the supplier waives the objection of a delayed formal notification of defects in accordance with Section 377 of the German Commercial Code.

5.2 The supplier must vouch for the fact that the goods delivered and the services rendered comply with the statutory and official provisions applying to their sale or use and do not infringe commercial property rights or other third party rights. The deliveries and services must correspond to the current state of technology as well as other statutory provisions, technical test provisions and accident prevention regulations at the respective time of delivery or for the future. In particular, DIN (German Standards Institute) standards and VDE (German Association for Electric, Electronic and Information Technologies) stipulations must be observed.

5.3 We are entitled in full to the statutory rights for physical and legal defects. We have the right to choose the type of subsequent performance (rectification of defect or replacement delivery). The supplier is to bear all costs required for the purpose of rectifying the defect or effecting a replacement delivery. Should the supplier not comply with the instruction to rectify the defect or to effect a replacement delivery within a reasonable period of time, or do so in an insufficient form or if an immediate rectification of a defect is required for an urgent reason, we can have the defects rectified at the cost of the supplier or even undertake rectification ourselves or undertake covering purchases at the cost of the supplier.



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- 5.4 Should nothing to the contrary be agreed, the limitation period for claims deriving from material defects is 24 months from putting into operation at our customers, a maximum 36 months from transfer of risk. This period is prolonged for the period of time the supplier requires to effect rectification or a replacement delivery from the acceptance of our report of defect until he declares the measure to be ended or refuses a further rectification or replacement delivery A limitation period of 10 years applies to defects of title.
- 5.5 For parts reconditioned or repaired within the limitation period of our defect claims, the limitation period begins again at the moment the supplier has completely fulfilled our claims for supplementary performance.
- 5.6 If defects of supplied objects entail costs, especially transport, travel, labour or material costs, or costs for an acceptance inspection that exceeds the usual extent or for a segregation measure, the supplier is to reimburse these costs.
- 5.7 We also have the rights of recourse of the entrepreneur in accordance with Sections 478, 479 of the Civil Code when no commodities purchase is involved. If we accept the return of products manufactured or sold by us as a result of defectiveness of the subject matter of the contract delivered by the supplier or if the purchase price is reduced on account of this, or we have been subject to a claim in any other way, we reserve the right of recourse to the supplier, whereby an otherwise required setting of a deadline is not required for our warranty rights.
- 5.8 We are entitled to demand compensation from the supplier for any expenses we have incurred with our customers because the latter asserts a claim for the reimbursement of expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs.
- 5.9 In the cases cited in points 5.7 and 5.8 the limitation period expires at the earliest two months after the point in time in which we have settled the claims directed against us by our customer, at the latest, however, 5 years after delivery by the supplier.
- 5.10 If a material defect transpires within 6 months since the transfer of risk it is assumed that the fault already existed when the transfer of risk occurred, unless this assumption cannot follow from the type of object or defect.

6. Product liability

If we are subject to a claim filed on the basis of the product liability law or other regulations due to a product defect or if we suffer damage in any other way in connection with the delivery of a defective product, in particular via required call-back, retrofitting etc., the supplier has to exempt us and replace the damage, insofar as the damage was caused by a fault of the subject matter of the contract delivered by the supplier. In the cases of fault-based liability this only applies if the supplier is at fault. If the origin of the damage lies in the area of responsibility of the supplier, he bears the full burden of proof in respect of this. The supplier is to bear in these cases all costs and expenses, including the costs of any legal proceedings. The supplier is obliged to conclude a product liability insurance providing sufficient cover.


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7. Property rights, confidentiality

- 7.1 The supplier assures that the objects delivered by him do not infringe any national or international commercial property rights and guarantees us the full liberty and propriety rights of its use and trade nationally and internationally. The supplier is to exempt us from all claims in the event of a claim made by third parties on account of infringements of national or international protection rights regarding the delivered goods and to replace any resulting damage.
- 7.2 Tools, moulds, samples, patterns, profiles, drawings, standards sheets, printed material, gauges as well as other documentation handed over by us remain our property and are not permitted to be passed on to third parties without our explicit consent nor otherwise used for the suppliers own purposes. They are to be secured by the supplier against unauthorized access or use and must, if nothing to the contrary has been agreed, be returned at the latest with the delivery in a proper condition. The supplier is also not permitted to keep any copies. A right of retention does not exist.
- 7.3 All technical data and other non-obvious commercial or technical details that become known to the supplier during the course of the business relationship are to be treated in the strictest confidence by him. They are only to be used by us for the execution of orders and only be made accessible to employees whose involvement in the execution of the order is required.
- 7.4 If anybody manufactures on our behalf tools, drawings or other manufacturing means at our cost, there is unanimity that these objects become our property directly after manufacture. In the event of only partial participation in the cost we acquire joint property rights in proportion to the percentage of cost borne. The supplier has the revocable right to have custody of these objects on our behalf. He makes no charge for this and exercises due care with the objects. We hold all copyright utilization rights to these objects for our sole utilization. The supplier is not entitled to utilize these objects beyond the scope of the order without our consent. The supplier is entitled and obliged to the revocable right of storage. The supplier is to mark the objects in such a way that our property is also documented for third parties. The supplier has no right of retention of these objects.

8. Information on Data Collection Pursuant to the General Data Protection Regulation (GDPR)

- 8.1 Karl Roll GmbH & Co. KG processes data it collects in the context of business relations or from public sources. It processes such data for the purpose of performing a contract, to comply with contractual or pre-contractual obligations and for direct marketing.
- 8.2 The collection and processing of data is necessary for performing contractual relationships and is based on Article 6 (1) (b) of the GDPR.
- 8.3 Such data will not be disclosed to any third parties.
- 8.4 The data will be deleted as soon as they are no longer required for the purpose for which they were processed.
- 8.5 You have the right to object, at any time, to the use of your data for direct marketing purposes.
- 8.6 You may request, at any time, to be provided with information about the data stored about you in the company and you may request any incorrect data to be corrected or to have data deleted if such data were unlawfully stored.

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8.7 You may contact our Data Protection Officer at datenschutz@karl-roll.de or at "Datenschutzbeauftragter, c/o Karl Roll GmbH & Co. KG, Kanalstraße 30, D-75417 Mühlacker, Germany.

8.8 Furthermore, you have the right to file a complaint with the supervisory body.

9. Place of fulfilment, place of jurisdiction and applicable law

9.1 Place of fulfilment for all obligations deriving from the contract, in particular for delivery and payment is for both parties the domicile of our company or the place of fulfilment at the end customer's named by us.

9.2 Place of jurisdiction for all legal disputes deriving from the contractual relationship as well as its existence and its validity is for the entrepreneurs of both parties the court responsible for the domicile of our company. We can also file a suit at the domicile of the customer.

9.3 The contractual relationship is subject to German law. UN Purchase Law (CISG) does not apply.

Karl Roll GmbH & Co. KG, D-75417 Mühlacker-Enzberg

März 2018