

General Conditions of Purchase of Chemische Fabrik Lehrte

GENERAL CONDITIONS OF PURCHASE

§ 1 Scope

1. Entry into the agreement and fulfilment thereof occur according to the Conditions of Purchase of the Orderer; both parties agree that these shall be the sole applicable conditions. The Orderer does not recognize any conditions of the Supplier that are contradictory to or inconsistent with the conditions of the Orderer.
2. The Conditions of Purchase apply only to “companies” in the sense of § 310 Abs. 1 BGB.
3. The Conditions of Purchase of the Orderer apply to all future transactions with the same supplier.

§ 2 Prices / Payment Terms

1. The prices shown in the order are binding.
2. VAT at the legally imposed rate will be shown separately on offers and invoices made out by the Supplier. Where it is not shown, VAT at the legally imposed rate is deemed to be included in the supplier's price.
3. Provided that no other arrangements have been agreed in writing between the Orderer and the Supplier, the full net purchase price / fee for work performed is due no later than 30 days after delivery and receipt of the invoice.
4. Where fulfilment of the agreement involves performance of work by the Supplier (contractor), final acceptance of the work shall stand in place of delivery.
5. Even if the Orderer is in payment arrears, he will incur nothing other than late-payment interest as defined by § 288 Abs. 2 BGB.

§ 3 Investigation of defects / merchant transactions

1. The Orderer will inspect the goods for discrepancies in quality or quantity within a reasonable period of time. In the case of patent defects and obviously discrepant quantities, notification is deemed to have been given within a reasonable period when it is received by the Supplier within five working days from the date of delivery of the goods. Where a defect is patent but not discovered immediately, the period extends to cover the time of inspection by the Orderer.
2. When a part-delivery is made, the Orderer is only obliged to give notification of a defect when this has been expressly agreed with the Supplier. Decisive for whether a defect has been notified within a reasonable period of time is the date on which notification was sent by the Orderer to the Supplier. For the rest Section 377 German Commercial Code (§ 377 HGB) is applicable.

§ 4 Warranty

1. The item is supplied devoid of defects of quality and of title. If the item is of a certain nature that has not been agreed, it is deemed to be free from defect if, upon transfer of risk to the Orderer in the quantity / number ordered, it is suitable for the use as presupposed through the agreement or is suitable for normal use and is of a nature that is usual in items of the same type and is to be anticipated by the Orderer based on the type of item. Where assembly has been agreed, a material defect exists when this is performed improperly by the Supplier or his agents.
2. The Supplier is also obliged to meet the technical and legal requirements in force in respect of the use or processing of the item at the time when the order is placed.
3. If an item has been supplied that has a defect of quality or of title, the Orderer is entitled to choose between having the item repaired or replaced. The Supplier bears the repair costs. Where the Orderer has granted the Supplier a reasonable period of time to fulfil the agreement or make good any defect, the Orderer is entitled to reduce the purchase price or, if the defect is not unsubstantial, to withdraw from the agreement. Whenever the Supplier breaches any duty towards the Orderer in connection with entry into the agreement and fulfilment thereof or if the Supplier is in default in respect of any obligations that have not been met or been only partially met, the Orderer may also make compensation claims or require reimbursement of any expenses that he has incurred in the expectation that the obligations will be met.
4. If performance of work is an item of the agreement and if this is carried out by the Supplier (contractor) in a way that is not free from defect or that is different from the work ordered or in too little quantity, the Orderer is entitled to have the work performed until the agreement is fulfilled. The contractor can choose between elimination of the defect and manufacture anew. The contractor bears the costs for extra work performed. The Orderer is entitled to eliminate the defect himself and require reimbursement of expenses incurred through its elimination when a reasonable period set to the contractor to eliminate the defect has passed unsuccessfully. Under the same prerequisite conditions, the Orderer is entitled to require an advance payment from the contractor in an amount equivalent to the anticipated cost of eliminating the defect himself. If a period of time set for the contractor to eliminate the defect has expired without success, the Orderer can in addition reduce the remuneration for the work to a reasonable degree or declare his withdrawal from the contract as long as the Orderer is not wholly or partially liable for the defect or only an unsubstantial defect is present. Under the same prerequisite conditions the Orderer is entitled to compensation if the contractor shall be held responsible for not fulfilling its contractual obligation towards the Orderer or if the repair or replacement of goods has been unsuccessful or if acceptance has become infeasible for the Orderer. For the rest the provisions of § 4 subsection 1 to 3 apply accordingly.
5. The warranty period shall be two years from delivery except where agreed individually. If a structure is the object of work performed or if materials or components as normally used in structures have been used and if these components or materials have caused its defectiveness, the warranty period is five years beginning with the handover of the object.
6. If the Supplier or a third party has given a declared guarantee (guarantee for specific characteristics or guarantee of durability), the Orderer has independent and full claims from this guarantee in addition to the warranty claims.

7. For the rest the legal provisions apply with respect to the rights and claims of the Orderer.

§ 5 Liability / exemptions

If a manufacturer's liability or product liability claim is made or legal redress is sought against the Orderer as a result of a defect in an item delivered by the Supplier, the Orderer will be released by the Supplier from any liability resulting from the defect.

§ 6 Applicable law / venue

This agreement is governed by the laws of the Federal Republic of Germany to the exclusion of UN purchasing law. The sole legal venue for both parties to the agreement in the event of any dispute will be Lehrte. The Orderer is additionally entitled, however, to go to law at the general legal venue of the Supplier.

Translated from the German version. Only the German version is legally binding.