

# → General terms and conditions of purchase

of Goetze KG Armaturen  
(as at 07/2021)

## 1. Validity, Defence Clause and Written Form

- 1.1. The following terms and conditions and the quality assurance agreement shall apply to all our orders - including future orders of the same type - without the need for reference to be made to these on every occasion. Any conditions of the Supplier that differ from, conflict with or are additional to these terms and conditions shall only form a part of the contract where their validity has been expressly agreed to in writing. The unconditional acceptance of deliveries does not constitute agreement. The statutory provisions shall apply except where these have been explicitly amended or expressly excluded within these terms and conditions of purchase.
- 1.2. The written form agreed is maintained in the use of e-mail and fax communications.

## 2. Delivery Goods, Quality Requirements

- 2.1. For the content, type and scope of deliveries our order shall be authoritative, together with any specifications or production documentation we may provide (drawings, samples etc.), or alternatively, specifications and/or production documents provided by the Supplier that we have confirmed in writing. The Supplier may not outsource the services he owes to us to a third party (e.g. a subcontractor) without our agreement in writing.
- 2.2. All delivery goods must be produced using the most suitable materials and tools and be supplied in a faultfree condition conforming to the technical specifications we have issued and to the applicable ISO, European and German standards, to statutory provisions (in particular in respect of the Product Safety Act (ProdSG)) and to industry association guidelines and similar. These form the quality standard for the delivery goods without express agreement.
- 2.3. The complete documentation (e.g. preferential supplier declaration, safety data sheet, operation and maintenance manuals) must be supplied together with the delivery goods.
- 2.4. If the delivery goods consist wholly or partially of software, the Supplier shall grant us a non-exclusive, transferrable and irrevocable usage right without time or geographical restrictions. We are entitled to make copies of the software, to the extent that this is necessary for the use of it as per contract. The Supplier shall supply printable documentation in German. We may request that the Supplier enter into an ordinary maintenance contract and that the source code be lodged (e.g. with TÜV Süd) at our own expense.
- 2.5. The Supplier must inform us of his upstream suppliers if we request this. We may decline the use of an upstream supplier for important reasons; if this results in delays to deadlines or changes in costs, we will come to an appropriate agreement with the Supplier.
- 2.6. The Supplier shall supply us with replacement and expansion components for the delivery goods at market prices for a period of not less than ten years from the date of delivery.
- 2.7. The Supplier must bear the procurement risk for his services unless the service concerned is a custom-made item. Where the Supplier acts solely as an intermediary he must inspect the delivery goods for defects before delivering them to us.
- 2.8. The Supplier shall act in an environmentally-friendly and energy-efficient manner at all times, in particular with regard to manufacturing his products and/or rendering his services, and shall comply with the health and safety regulations.
- 2.9. Detailed quality requirements are contained in the quality assurance agreement and are the subject of the contract for the subject matter of the contract for the supply agreement.

## 3. Delivery Time

- 3.1. If the Supplier expects that he will be unable to meet agreed delivery deadlines – for whatever reason – he must notify us immediately in writing. If the Supplier defaults on deliveries, we may assert statutory claims and rights.

#### **4. Transfer of Risk, Shipping, Acceptance**

- 4.1. Shipping is at the Supplier's risk and the delivery goods shall be delivered free within Germany to the location specified in the order; as for the rest, DDP Incoterms 2010 shall apply. This also applies for any returns of goods.
- 4.2. At our request the Supplier shall take back packaging materials from the agreed delivery address at no cost to us.
- 4.3. The risk in the goods passes to us on delivery of the goods to us or to the agreed location. Where machines or technical equipment are involved or in cases of an agreed function test or acceptance, the risk is not transferred to us until we have confirmed in writing that the function test or acceptance has taken place without problems.
- 4.4. The Supplier must provide a delivery note with each shipment stating our transaction and order numbers, article number(s), the quantity, the batch number, the delivery location and the goods designation, where these are stated in our order.

#### **5. Prices, Invoicing, Payment**

- 5.1. The price stated in the order is binding and is understood to be the fixed price excluding statutory VAT and including all ancillary services and costs (e.g. assembly, installation, packaging, transport, transport insurance).
- 5.2. Except where otherwise agreed we will pay on receipt of invoice as follows. Where invoices are received between 1st and 15th of the month we will pay by the end of the month, deducting a discount of 3%. Where invoices are received between 15th and 30th/31st of the month we will pay on the 15th of the next month, deducting a discount of 3%. We have the option of paying by cheque or by bank transfer.

#### **6. Inspection; Defects in the Delivery Goods**

- 6.1. Our rights in case of defects of quality or title are those set out in the statutory provisions except where stated otherwise below.
- 6.2. On receipt of the delivery goods we will randomly inspect these as per our normal course of business, thereby satisfying our commercial obligation to examine the goods. If further inspections are required owing to defects found during the random inspection, the Supplier shall reimburse us for the resultant costs arising. A notice of defects is always immediate if it is raised within 10 working days.
- 6.3. The costs of supplementary performance (section 439 para. 2 German Civil Code) also include removal and reinstallation costs, costs of the search for the defects and sorting costs for ourselves and our customers.
- 6.4. The Supplier guarantees that the delivery goods or his contractual use does not infringe any third-party rights within the member states of the European Union or the European Economic Area or in the countries in which the goods are used for their intended purpose.
- 6.5. The limitation period for claims by us for material defects is 2 years and that for defect of title is 4 years from delivery or acceptance. Longer limitation periods for other claims that are not based on a defect in the delivery goods themselves are not affected.

#### **7. Security Rights, Provisions, Rights of Title**

- 7.1. We reserve the rights of title and copyright to illustrations, drawings, product descriptions and other documentation. Such documentation may be used solely for performing the contractually agreed services and on fulfilment of the contract must be returned.
- 7.2. Tools, aids, models and other materials provided by us to the Supplier, otherwise provided or delivered directly to the Supplier in our order (collectively 'provisions') remain our property. The Supplier must insure all provisions at his own cost against all usual risks and must store them, as our property, separately from identical or similar items owned by the Supplier or by third parties.
- 7.3. Any processing, mixing or combining of provisions by the Supplier is done on our behalf. If a third party's right of title persists after the processing, mixing or combining with third-party property, we shall acquire joint ownership in the new object in the proportion of the value of our provisions to those of the other owners.
- 7.4. We exclude all forms of extended or prolonged retention of title, so that retention of title applies only until payment for the goods supplied to us and solely for these.
- 7.5. If so requested by us the Supplier must pass to us any tools, aids, models and other materials to which we have gained rights of title.

**8. Non-Disclosure**

8.1. The Supplier must treat all commercial and technical details that are made known to him through our business relationships as commercial secrets, provided that these are not or do not become common knowledge. Agents of the supplier (including his employees) must be put under an appropriate obligation in writing; such obligations must be submitted to us on request.

**9. Product Liability**

9.1. If the Supplier is responsible for a product defect, he must indemnify us from compensation claims by third parties for injury to persons and damage to property to the extent that the cause of the defect lies within his sphere of control and organisation and that he is himself liable in the external relationship. He is also obliged to refund any expenses as set out by articles 683, 670 of the German Civil Code (BGB) that arise from or in connection with a product recall conducted by us or our customer where we or our customer were obliged to perform the recall or this was appropriate. We will instruct the Supplier concerning the content and scope of the product recall to be performed – to the extent that this is possible and within reason – and give him the opportunity to comment.

9.2. The Supplier must maintain product liability insurance with an appropriate sum insured. The insurance policies must be submitted to us on request. Our claims for compensation are unaffected.

**10. Export Control**

10.1. The Supplier must provide us with all information and data in writing at the earliest opportunity that we require in order to conform to the applicable foreign trade legislation for export, transfer or import and for onward sale in the event of reexport of the goods.

**11. Place of Jurisdiction, Applicable Law, Severability Clause**

11.1. The place of fulfilment is our headquarters. The place of jurisdiction for all disputes arising out of or in connection with this contractual relationship is the court competent for our headquarters; we are however also entitled to assert claims at the Supplier's headquarters.

11.2. German law shall apply, with the inclusion of the UN Sales Convention (CISG).

11.3. Should one or more of the provisions of this contract be or become ineffective, this shall not affect the effectiveness of the remaining provisions. The ineffective provision shall be replaced by effective provisions whose effect come closest to the commercial objectives of the ineffective provision.

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