



Datetime: October 2012

Purchasing conditions for Ottinger GmbH

1. Preliminary note:

The following purchasing conditions apply to all of our orders. Additions or deviations from these purchasing conditions are only valid if they have been confirmed by us in writing. The terms and conditions of the supplier are not recognised and are hereby contradicted for precautionary reasons. The unconditional acceptance of order confirmations or deliveries and their payment does not mean that differing conditions on the part of the supplier are recognised.

Differing conditions in an individual case do not apply to future orders.

With the first delivery under these purchase conditions, the supplier recognises that they are applicable to all future orders.

The order is deemed to be completely accepted provided that no contradictory message is received in writing from the supplier.

2. Prices:

The prices given are fixed prices and include freight, packaging, other additional costs and insurance. Increases in price require approval from us.

Offers from the supplier are free of charge.

Invoices are to be paid within 40 days of receipt of the goods and invoice. There is a discount of 3% for payments received within 20 days.

Payment of the invoice amount does not constitute the recognition of a delivery or service in accordance with the contract. If the delivery or service is incorrect or incomplete, Ottinger GmbH reserves the right to withhold other payments on bills outstanding from the professional relationship until the contract has been properly fulfilled. Other rights are not affected.

3. Delivery dates:

Agreed deadlines and delivery dates are binding. If it becomes apparent that there will be delays, Ottinger GmbH should be informed of the likely delay to delivery in writing.

If the supplier delivers behind schedule, Ottinger GmbH reserves all legal rights.

In addition to this, for each week that delivery is delayed, a total of 0.5% shall be deducted from the price, up to a total of 5% of the net delivery value as a contractual penalty.

The acceptance of delayed deliveries does not constitute a renouncing of the damages. The enforcement of proceeding damages is not affected by this.

Partial deliveries are only possible on prior agreement; multiple deliveries are only recognised if this is notified in writing.

The supplier takes responsibility for any damage or destruction caused by an accident until the goods are accepted.

If Ottinger GmbH is prevented from accepting the goods at the agreed time, the company may move the delivery date by up to three months without the supplier being able to claim compensation.

4. Inspection requirement:

Ottinger GmbH is not required to inspect the goods after delivery. The supplier waives the defence of a delayed notification of defects for up to two months after the alleged defects have been found.

When returning the goods, Ottinger GmbH is entitled to bill for the invoice total plus 5% of the net price for damages. The enforcement of damages is not affected by this. The burden of proof that the damages were lower or that there were no damages lies with the supplier.

5. Warranty:

The warranty lasts for two years after the transfer of risk. Any shortening of this guarantee period is hereby excluded.

In the case of faulty goods, Ottinger GmbH retains the statutory warranty rights. If faults are identified during the processing or for deadline reasons or to avoid additional damage, Ottinger GmbH is entitled to a repair of the damage without setting a deadline. Any costs arising from this are to be borne by the supplier.

Statutes of limitation and statutory warranty periods are limited by the notice of defects in writing. For improved or replaced parts, a new warranty starts from the point at which the improvement is carried out.

6. Patents and other rights:

The supplier is liable for the permitted use or resale of the goods ordered and for ensuring that no rights of other parties (patents, licensing rights etc.) are infringed. If property rights are infringed, the supplier releases Ottinger GmbH from any responsibility. Furthermore, Ottinger GmbH is entitled to withdrawn from the contract and to demand damages in accordance with legal provisions.

7. Transfer of ownership:

Ownership of the goods delivered transfers to Ottinger GmbH on receipt.

8. Product liability:

The supplier releases Ottinger GmbH from any liability for defects to the goods and resulting damages sustained by Ottinger GmbH or a third party.

The supplier commits to pay the return costs and the costs and expenses for installation and removal in the case of faulty goods being delivered.

9. Provision of tools and materials:

Drawings, samples, and other items which are left with the supplier on order or when carrying out the order remain the property of Ottinger GmbH. The supplier expressly commits to return the above mentioned documents with the next delivery to Ottinger GmbH at the latest. They may only be used by the supplier and third parties to the extent required to fulfil the contract. Goods manufactured on the basis of documents from Ottinger GmbH may not be delivered to third parties without written approval.

If the order involves the transfer of tool or model costs, it is agreed that these tools and models are the property of Ottinger GmbH and that they may only be used to manufacture goods ordered by Ottinger GmbH. The supplier commits to insure items belonging to Ottinger GmbH for their new value against fire, water, storm, theft and damage caused by vandalism at their own expense, and cedes any compensation claims from this to Ottinger GmbH. Ottinger GmbH hereby accepts the cession.

If Ottinger GmbH provides goods and items in order for the order to be carried out, it retains the property of said goods and items. If the unprocessed goods are processed, combined with or mixed with other items which are not the property of Ottinger GmbH, Ottinger GmbH acquires joint ownership of the new items in a ratio of their value compared to the other items to be processed, combined or mixed. Force majeure, or events which are unforeseeable and unavoidable and not caused by Ottinger GmbH release Ottinger GmbH from the purchase obligation.

Should such an event last longer than three months, Ottinger GmbH is entitled to withdraw from the contract, unless it is a one-off production. If Ottinger GmbH withdraws from the contract, the supplier is not entitled to make a claim for compensation. Provided that Ottinger GmbH does not make use of its right to withdraw, it is free from the obligation to provide a service in accordance with the contract for the duration of the hindrance.

10. Markings:

On request, the Ottinger GmbH marking should be placed on the goods. The name of the manufacturer and/or the supplier may only be placed on the goods with express written permission, which only applies in individual cases.

11. Place of performance, jurisdiction and applicable law:

Unless otherwise agreed, the place of performance for the payment, the delivery and any additional obligations arising from the contract is the headquarters of Ottinger GmbH.

If the supplier is a trader, a legal entity under public law or a public special fund, the supplier has no general jurisdiction in Germany or its domicile or habitual residence at the time of action is unknown, then the place of performance for all legal disputes, including those relating to the billing and checking processes, is the headquarters of Ottinger GmbH. The law of the Federal Republic of Germany applies exclusively, excluding international private law, unified international law and the UN Sales Convention.

12. Data protection

Ottinger GmbH is entitled to store data on the supplier collected as part of the business relationship, even if this data comes from third parties, under the meaning of the Federal Data Protection Act, and to allow this data to be processed or stored by third parties contracted by Ottinger GmbH.

13. Severability clause

If any of the provisions of these general purchase conditions are invalid or become invalid, this does not affect the validity of the remaining provisions. Invalid provisions are to be replaced by provisions desired by the parties and the legal regulations. Under no circumstances will the provisions in these general purchase conditions be replaced by the terms and conditions of the supplier.

Any amendments or supplements to the contract by the supplier must be confirmed in writing by Ottinger GmbH in order to be effective; this also applies to any deviation from the contractual requirement for notification in writing.