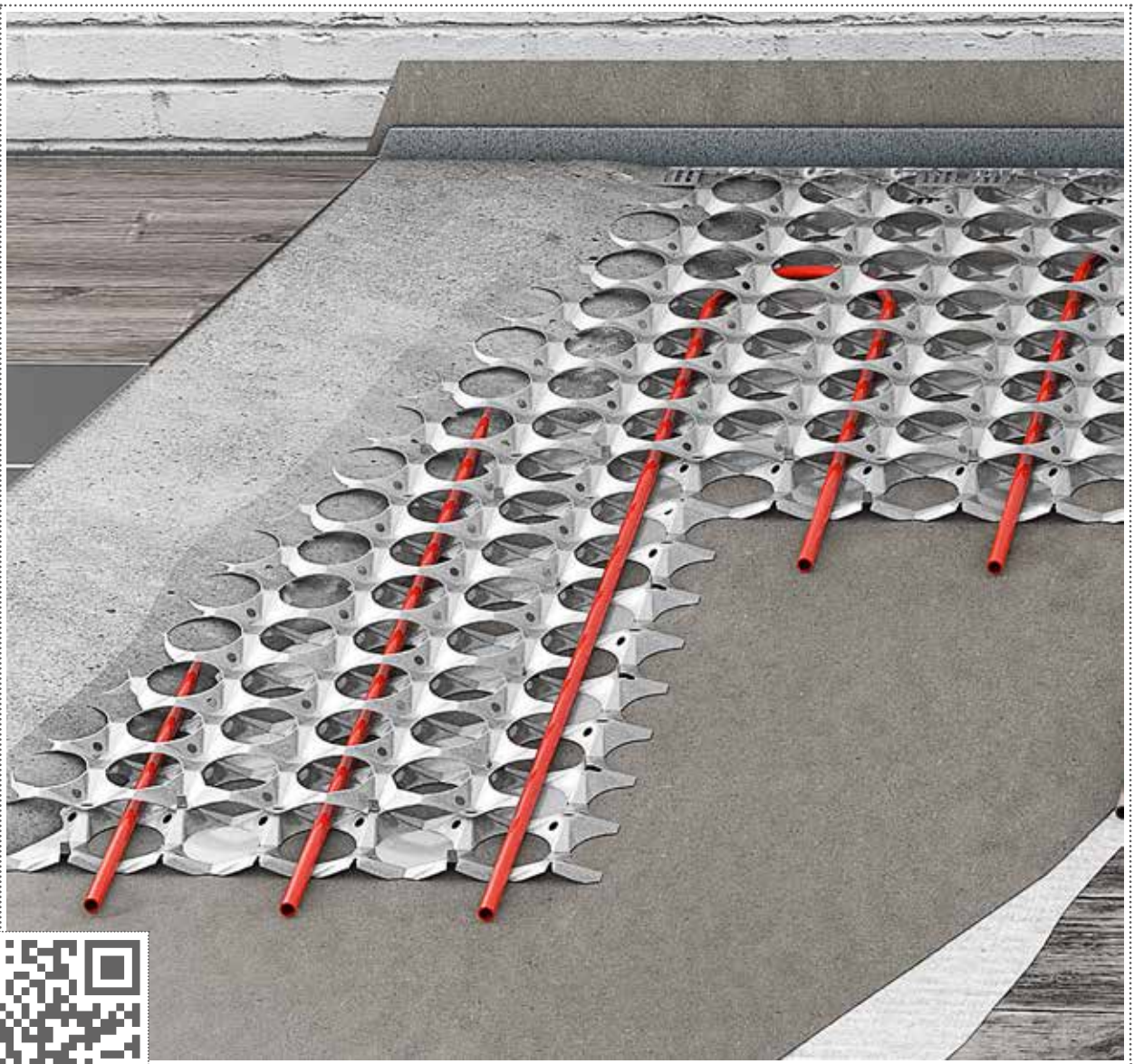


## GENERAL TERMS AND CONDITIONS OF PURCHASE



**1. APPLICABILITY**

- 1.1. These terms and conditions of purchase apply to all deliveries, services, and offers made by our suppliers, provided they are entrepreneurs within the meaning of § 14 BGB, legal entities under public law, or special funds under public law. They are part of all contracts we conclude with our suppliers concerning the deliveries or services offered by them. They also apply to all future deliveries, services, or offers, even if they are not expressly agreed upon again.
- 1.2. The terms and conditions of our suppliers or third parties do not apply, even if we do not explicitly object to their application in individual cases. Even if we refer to a document that contains or references the terms and conditions of the supplier or a third party, this does not imply consent to their applicability.

**2. ORDERS AND ASSIGNMENTS**

- 2.1. Our orders and assignments must be in writing, in text form, or transmitted via electronic data exchange. Text form refers to transmission by fax, computer fax, or email.
- 2.2. The supplier is obliged to confirm the order or assignment within a period of 7 working days in the same form or, if another form has been agreed upon, in that form. After this period, we are entitled to withdraw the order or assignment.
- 2.3. We are entitled to withdraw from the contract by written declaration, stating the reason, especially if:
- » we can no longer use the ordered products in our business operations due to circumstances attributable to the supplier occurring after the conclusion of the contract (such as non-compliance with legal requirements), or
  - » the financial situation of the supplier deteriorates to the extent that it is unlikely the supplier can fulfill the contract, or
  - » force majeure, labor disputes, unintentional operational disruptions, governmental measures, and other unavoidable events that are not insignificant in duration and lead to a significant reduction in our needs jeopardize the proper execution of the contract.

**3. PRICES, PAYMENT TERMS, INVOICE DETAILS**

- 3.1. The price specified in the order is binding. The statutory VAT must be shown separately. The invoice must be sent to our address, including the invoice and order number, delivery note number, delivery period, and other identifying features. It may be included with the shipments. The invoice can also be sent electronically to the email address [accounting@effidur.de](mailto:accounting@effidur.de).
- 3.2. Unless otherwise agreed, we will pay the purchase price within 10 days of contractual delivery of the goods and receipt of the invoice with a 3% discount or within 30 days net.

- 3.3. In the case of non-contractual delivery, we are entitled to withhold payment in full or at least to a reasonable extent until the contractual performance is achieved, without losing discounts, cash discounts, and similar payment benefits.

- 3.4. All order confirmations, delivery documents, and invoices must include our order number, item number, delivery quantity, and delivery address. If one or more of these details are missing and processing by us is delayed in the course of our normal business operations, the payment periods mentioned in paragraph 2 will be extended by the duration of the delay.

- 3.5. The supplier's claims may only be assigned to third parties with our written consent.

**4. DELIVERY TIME AND DELIVERY, TRANSFER OF RISK**

- 4.1. The delivery time (delivery date or period) specified by us in the order or otherwise determined according to these General Terms and Conditions of Purchase is binding. The decisive factor is the receipt of the goods by us or at the agreed place of delivery. Partial and early deliveries are only permissible with our prior written consent.

- 4.2. The supplier is obliged to inform us immediately in writing, stating the reasons, if circumstances arise or become apparent that the delivery time cannot be met.

- 4.3. If the date on which the delivery must be made can be determined based on the contract, the supplier is in default upon the expiration of this date without the need for a reminder from our side.

- 4.4. In the event of a delay in delivery, we are entitled to the statutory claims without restriction, whereby we can only exercise the right of withdrawal or claim damages in lieu of performance after the unsuccessful expiry of a reasonable grace period.

- 4.5. We are entitled, after prior written warning to the supplier, to demand a contractual penalty of 25% per week of delay, up to a maximum of 5% of the net order value, for each week or part thereof that the delivery is delayed. The contractual penalty is to be offset against the delay damage to be compensated by the supplier. The supplier is entitled to prove that no damage or significantly less damage has occurred as a result of the delay. In such a case, the lump sum will be reduced accordingly.

- 4.6. Even if shipment has been agreed upon, the risk only passes to us when the goods are handed over to us at the agreed place of delivery.

- 4.7. The quantities, weights, and dimensions determined by us during the incoming goods inspection are decisive, subject to other evidence.

---

**5. RETENTION OF TITLE**

---

- 5.1. Drawings, illustrations, calculations, descriptions, other documents, tools, and devices („Materials“) provided to the supplier for the execution of an order remain our property, must be handled with care by the supplier, and insured at our request. All rights thereto, with the exception of the rights of use related to the order, belong solely to us. The supplier may not make them accessible to third parties without our express consent, nor use or reproduce them themselves or through third parties. The supplier must return these materials to us in full upon our request if they are no longer required by them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies made by the supplier must be destroyed in this case; the only exceptions are retention as part of statutory retention obligations and the storage of data for backup purposes as part of customary data backups.
- 5.2. Tools and models that we provide to the supplier or that are manufactured for contract purposes and are separately invoiced to us by the supplier remain our property or become our property. The supplier will mark them as our property, store them carefully, insure them against damage of any kind to a reasonable extent, and use them only for the purposes of the contract. The costs of their maintenance and repair shall be borne by the contractual partners – in the absence of any other agreement – equally. However, if these costs are attributable to defects in items manufactured by the supplier or to improper use by the supplier, its employees, or other agents, they shall be borne solely by the supplier. The supplier will inform us immediately of any significant damage to these tools and models. Upon request, they must be returned to us in proper condition if they are no longer needed by the supplier to fulfill the contracts concluded with us.
- 5.3. Retention of title by the supplier is only valid insofar as it relates to our payment obligation for the respective products to which the supplier retains title. Expanded or extended retention of title is not permitted.

---

**6. WARRANTY**

---

- 6.1. The supplier guarantees that the items delivered are free from material and legal defects, correspond to our specifications and the agreed quality, as well as the recognized rules of technology and the relevant standards.
- 6.2. In the event of defects, we are entitled to the statutory warranty claims without reduction. However, the warranty period is 30 months.
- 6.3. The acceptance of the goods is subject to an inspection for freedom from defects, in particular also for correctness, completeness, and suitability.
- 6.4. Quality and quantity deviations are in any case timely, if we notify the supplier within 5 working days after receipt of the goods. Hidden material defects are in any case timely, if the notification is made within 5 working days after discovery to the supplier.
- 6.5. The supplier guarantees the traceability of its deliveries and undertakes to provide us with any information regarding this.

- 6.6. With the receipt of our written notice of defects by the supplier, the limitation period for warranty claims is suspended until the supplier rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations regarding our claims. For replacement deliveries and rectified parts, the warranty period begins anew unless we had to assume, based on the supplier's behavior, that the supplier did not see themselves as obligated to take the action, but rather made the replacement delivery or rectification out of goodwill or similar reasons.

---

**7. PRODUCT LIABILITY, PRODUCT RECALL**

---

- 7.1. The supplier is responsible for all claims asserted by third parties due to personal or property damage attributable to a defective product delivered by them and is obliged to indemnify us from the resulting liability. The supplier shall bear all costs and expenses, including the costs of legal action in such cases.
- 7.2. If a safety-related defect in the delivered items requires a recall action or if such an action is ordered by the authorities, the supplier shall bear all costs and expenses of the recall action, including the costs of legal action. The content and scope of such a recall will be coordinated with the supplier, as far as possible and reasonable.
- 7.3. If we intend to assert a claim against the supplier under the foregoing provisions, we will inform and consult with the supplier promptly and comprehensively. We will give the supplier the opportunity to investigate the case of damage. The contracting parties will agree on the measures to be taken, particularly in the case of settlement negotiations.

---

**8. INTELLECTUAL PROPERTY RIGHTS**

---

- 8.1. The supplier warrants that no third-party intellectual property rights are infringed in connection with the products delivered by them. They are obliged to indemnify us from all claims asserted by third parties due to such infringement and to reimburse us for all necessary expenses in connection with these claims. This does not apply if the supplier has produced the delivered products according to our designs or instructions and did not know or could not have known that intellectual property rights would be infringed.
- 8.2. The contracting parties shall inform each other immediately of any risk of infringement and alleged cases of infringement that become known and give each other the opportunity to counteract such claims by mutual agreement.
- 8.3. Upon our request, the supplier shall inform us of the use of published and unpublished proprietary rights or proprietary rights applications in the delivered products.

---

**9. SPARE PARTS**

---

- 9.1. The supplier is obliged to supply us with spare parts for the period of the usual technical use, at least however for 10 years, after the last delivery of the delivery item, at reasonable conditions.

9.2. If the supplier intends to discontinue the production of spare parts for the delivery items, they will notify us immediately after the decision to discontinue the production. This decision must be made at least 6 months before the production is discontinued.

10. CONFIDENTIALITY

- 10.1. The supplier is obliged to keep all illustrations, drawings, calculations, and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation of confidentiality shall also apply after the execution of this contract. It shall only expire if and insofar as the knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.
- 10.2. The confidentiality obligation shall also apply to all other information and documents that are designated as confidential or are considered to be confidential in their nature.

11. COMPLIANCE WITH LAWS

- 11.1. The supplier guarantees to comply with the relevant legal regulations applicable to them.
- 11.2. The supplier shall comply with the provisions of the law governing the minimum wage and ensure that the employees employed by them in the Federal Republic of Germany receive at least the statutory minimum wage.
- 11.3. The supplier undertakes to observe the respective laws on the treatment of employees, environmental protection, and occupational safety, as well as to work on reducing the adverse effects of their activities on humans and the environment. In this respect, the supplier shall set up and further develop a management system according to ISO 14001 as far as possible.

11.4. In the event that the supplier repeatedly and/or despite a corresponding notice does not comply with the law and does not prove that the violation has been remedied as far as possible and that appropriate measures have been taken to prevent future violations, we reserve the right to withdraw from existing contracts or to terminate them without notice.

12. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

- 12.1. The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Chemnitz.
- 12.2. The contracts concluded between us and the supplier are subject exclusively to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. MISCELLANEOUS

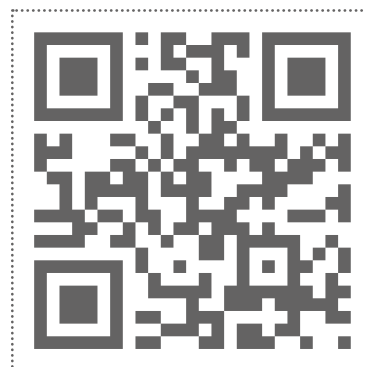
- 13.1. If one provision of these terms and conditions of purchase is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. The contracting parties shall replace the invalid provision with a valid one that comes closest to the economic purpose of the invalid provision.
- 13.2. We shall store the data relating to the contractual relationship in accordance with the Federal Data Protection Act.

STATUS MAI 2024



© effidur 08 / 2024

BESUCHEN SIE UNSERE WEBSITE



effidur GmbH  
Verwaltung  
Kurze Straße 10  
D-09117 Chemnitz

Werk Rottluff  
Weideweg 17  
D-09116 Chemnitz

Telefon » +49 (0) 371 2399-200  
Telefax » +49 (0) 371 2399-229

Mail » [info@effidur.de](mailto:info@effidur.de)  
Web » [effidur.de](http://effidur.de)