

**Biegema GmbH & Co. KG, Finsterbachstr. 13, D – 79664 Wehr**

## **Purchasing Conditions (08/09/2021)**

### **1. General**

- 1.1 These purchasing conditions apply exclusively to all our orders - including future ones.
- 1.2 We only recognize the sales and delivery conditions of our suppliers insofar as they agree with our purchasing conditions or have been confirmed by us in writing. Different conditions of our suppliers are contradicted by these purchasing conditions, even if the seller (entrepreneur) excludes the validity of these conditions in his offer or in his order confirmation and we do not object.
- 1.3 All orders and agreements must be made in writing. Verbal and telephone agreements are only legally binding if they have been confirmed in writing.
- 1.4 We are entitled to process the data received about the business relationship or in connection with it, regardless of whether it comes from the seller himself or from third parties, in accordance with the Federal Data Protection Act.
- 1.5 Our terms and conditions of purchase only apply taking into account the law on general business conditions between two merchants within the meaning of this law.
- 1.6 The acceptance of deliveries or services does not imply acceptance of our suppliers' conditions of sale.
- 1.7 Insofar as our purchase and order conditions do not contain any regulations, the statutory provisions apply.
- 1.8 Should any regulation of these purchasing conditions be void for any reason, the validity of the remaining provisions shall remain unaffected.

### **2. Order Confirmation**

- 2.1 A copy of this order must be signed as an order confirmation and sent back to us immediately, as otherwise we may revoke the order. It confirms that the seller accepts our terms and conditions of purchase. However, these are deemed to be recognized at the latest when the execution of our order is started – even without written confirmation.

### **3. Deliver**

- 3.1 The ordered goods must arrive at our company within the stipulated delivery dates, as otherwise we are entitled to claims for damages or contractual penalties (5% of the net order value per week) or we can withdraw from the contract.
- 3.2 Partial or excess deliveries are only permitted with our written consent.  
We reserve the right to deduct 10% of the net unit price per oversupplied part when taking over the oversupplied parts.
- 3.3 Changes to delivery times or deviations are to be reported to us immediately by stating the reasons.
- 3.4 The acceptance of the delayed delivery or service does not mean a waiver of claims for damages or a contractual penalty.
- 3.5 Defective goods or goods not delivered in accordance with the order will be returned to the supplier at the supplier's expense.

### **4. Dispatch, Packaging, Transfer of Risk**

- 4.1 The delivery is free of transportation charges and free of costs including packaging to our company, unless otherwise agreed.
- 4.2 If packaging is nevertheless charged, we will either accept it at cost price or return it to you by shortening the invoice and at our costs.
- 4.3 The risk of accidental loss or deterioration does not occur until we have accepted the goods.
- 4.4 We will only assume the costs of insuring the goods if we have agreed in writing.

### **5. Issuing an Invoice**

- 5.1 For each order, a separate commercial invoice with precise details must be sent to us upon delivery. Collective invoices are also possible by arrangement.

### **6. Payment**

- 6.1 Our payments are made after full receipt of the goods or after complete service and after the receipt of the properly issued invoice.
- 6.2 We pay within  
14 days 3% discount from the date of invoice on  
30 days net from the date of invoice on
- 6.3 The payment instrument is up to us.
- 6.4 Payments or down payments do not mean that the deliveries or services are recognized as being in accordance with the contract.

### **7. Liability for Defects, etc.**

- 7.1 The consignee has to provide a one year guarantee or warranty for his deliveries and services.
- 7.2 All defects identified before or upon transfer of risk or occurring during the warranty period, including warranted properties, must be remedied by the consignee at the consignee's expense or he has to deliver or perform new ones free of defects.  
This also applies to deliveries for which the check was limited to random samples.
- 7.3 If the consignee does not remedy the defect or the new delivery or service within a reasonable period to be set by the purchaser, the purchaser is entitled to withdraw from the contract in whole or in part without compensation or to demand a reduction in the price or to carry out the rework himself or to procure a new delivery at the consignee's expense or to demand compensation for non-performance.
- 7.4 We are not bound to the observance of deadlines for the raising of notifications of defects, neither with regard to obvious nor hidden errors.  
As we cannot always check the goods immediately upon receipt of the goods, the provision of § 377 HGB (German Commercial Code) is repealed.

### **8. Protective Devices**

- 8.1 All technical work equipment such as tools, work equipment, work and power machines, means of transport, working and machine tools and the like must comply with the recognized rules of technology as well as the occupational safety and health and accident prevention regulations and be provided with the necessary protective devices against accidents and occupational diseases.

### **9. Assignment**

Rights from this contract may only be assigned to third parties with our written consent.

### **10. Offsetting**

The buyer (purchaser) is entitled to offset all claims that he has against the seller against all claims that the seller has against the buyer (purchaser).

### **11. Force Majeure**

In the event of force majeure such as war, riot, strike, lockout, fire, explosion, natural disaster, government measures, etc. which are beyond the control of Biegema, we allow ourselves to withdraw from purchase contract without any obligation to pay damages.

### **12. Confidentiality**

You are obliged to keep all commercial and technical details related to our order as well as information about our business activities that you have learned from working with us confidential from third parties and not to exploit them himself.

### **13. Property Rights**

The consignee/supplier is responsible for ensuring that the property rights of third parties are not violated by the delivery and use of the items purchased. The existence of a property right must not be withheld from the purchaser before the purchase is concluded.

### **14. Shapes, Patterns, Drawings, etc.**

Tools, molds, samples, models, profiles, drawings, print templates, gauges and the like provided by the purchaser as well as then items manufactured according to them must not be reproduced or passed on to third parties without the purchaser's written consent. They remain the purchaser's property and must be secured against unauthorized viewing or use as well as against fire, water and theft. Furthermore, at the time the consignee accepts the order, he declares that he is ready not to pass on any information to third parties and to give the purchaser the sole and unrestricted rights of ownership, use and disposal of the product or service.

### **15. Place of Performance and Jurisdiction**

- 15.1 The place of performance for deliveries and services as well as payments is D - 79664 Wehr.
- 15.2 The place of jurisdiction for both parties is D – 79761 Waldshut-Tiengen. German law always applies as agreed.

#### **BIEGEMA GmbH & Co. KG**

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