

Standard Conditions of Purchasing (SCP)

I. General

1. Unless otherwise agreed, only the following Standard Conditions of Purchasing shall apply to our orders; standard terms and conditions of suppliers shall not be binding, even if we do not explicitly object to them.
2. Our SCP shall also apply to all future shipments and services for us from the supplier.
3. Incoterms © 2010, ICC, shall apply.

II. Conclusion of contract

1. Orders and agreements shall not be binding unless we issue or confirm them in writing.
2. The confirmation of order must contain the exact designation, the price and the delivery period.
3. We shall designate the contractual service exactly through data on quality, dimensions, etc., that are as exact as possible. If the supplier is unsure with regard to details of the contract service, it shall contact us without delay. Deviations from our data shall only be permissible insofar as they are approved by us in writing.

III. Delivery item

1. Delivery items must conform to the state of knowledge and the art, the Appliance Safety Act and the statutory trade association and other relevant safety and accident prevention, environmental protection and occupational medicine rules and regulations, including when they are customised items.
2. Unless otherwise agreed, orders for materials and parts of machinery and plant shall be executed in accordance with German industrial standards (*Deutsche Industrie-Normen - DIN*).

IV. Delivery and payment

1. Deliveries shall be free to destination duty paid (DDP) including packaging.
2. The invoice must contain the order number and date, the item and article number and show the VAT separately. Invoices shall be sent to us in duplicate. If any of this information is missing we shall not be liable for compliance with the agreed terms of payment.
3. Unless otherwise agreed, other deliveries shall be sent to us using the cheapest mode of transport. We may only be invoiced for premiums for transport and breakage insurance if this was expressly agreed.
4. We shall be entitled to claim a right of retention or to declare setting-off at any time.

V. Dates and periods

1. With the exception of force majeure, the delivery dates shown or agreed in the order shall be binding.
2. If the supplier is in default with its performance we shall be entitled at our option to demand fulfilment and damages for delayed delivery, damages for non-compliance or to rescind the contract.
3. The supplier shall notify us immediately of any delays to delivery that it is able to detect.

VI. Claims arising from defects

1. In case of defects to the contract service we may claim the statutory warranty rights at our option within the statutory period of limitation.
2. In case of a replacement delivery or remedy of defects the guarantee period shall start again for the parts that were replaced.
3. Taking over or approving submitted drawings shall not mean that we waive our guarantee. Our duty to inspect shall commence only when the delivery item has arrived at the place of performance and a due advice of shipment is available.
4. The supplier shall be liable for the costs in the event of returns of defective goods.

VII. Proprietary rights of third parties

1. The supplier guarantees that the use of the subject of the contract does not infringe any proprietary rights (e.g. patents, patent registrations, utility models, industrial designs, copyrights) or business and trade secrets of third parties.

2. We shall accept any simple reservation of title by the supplier. We do not recognise any other type of reservation of title (e.g. expanded or extended).

VIII. Secrecy and title

1. The supplier shall maintain strict secrecy towards third parties with regard to all experiences, knowledge and records of our company that come to its knowledge in connection with the order. Drawings may not be reproduced or utilised in any other way without our approval. The production of objects based on our drawings outside an issued order is prohibited, even if this is for the supplier's own purposes.
2. If the supplier receives drawings or special technical instructions from us for the production of objects, these objects, including all parts and materials used for them, shall become our property with the start of production (or when the parts are added) and the supplier shall store them until they are handed over to us. Objects of this kind may not be made available or sold to third parties without our written approval.

IX. Work on site

1. If persons authorised by the supplier work on our premises to carry out the order, the supplier shall instruct these persons to comply with statutory and trade association industrial accident prevention regulations, in particular those for the chemicals industry, and with the recognised rules for safety and occupational medicine, as well as our general and special company rules, in particular those prohibiting smoking and alcohol. Our instructions shall be observed in case of construction and assembly contracts.
2. If we store property belonging to third parties that is on our premises in connection with the execution of contracts, we shall only be liable for intention or gross negligence in case of loss or damage.

X. Miscellaneous

1. Reference to our company name for advertising purposes in business correspondence, lists of customers, advertising and other publications shall only be permissible with our prior written consent.
2. Rights and obligations arising from the order and its execution may only be assigned with our written consent, unless delivery by subcontractors is commercial practice.
3. Data processing
With its acceptance of the order the supplier consents to the processing in our computer centre of personal data that accrues in connection with the business relationship.
4. The place of fulfilment for the contract service is the point of destination that we indicated. The place of payment and the exclusive legal venue is Wuppertal.
5. German law shall apply exclusively. Application of the UN Sales Convention of 11.04.1980 and of the CISG is excluded.

If services/deliveries are acquired from Asia, Africa, Latin America or other threshold countries, the supplier guarantees that the products were manufactured or processed without using child labour as defined in ILO Convention No 182.

Please note:

The ORDER NUMBER must be shown on all correspondence, dispatch notes and invoices. An ADVICE OF SHIPMENT in duplicate showing items and weight must be given immediately for all deliveries.

Invoice each delivery when shipped.

We will return all incomplete invoices.

The key date for payment is the date on which the correct invoice is received. In case of construction orders, the special conditions shown in the respective specifications are binding in addition.