

I. Validity / Quotations / Tenders

1. These General Terms and Conditions of Purchase shall be valid for all - also future - orders for goods and services and their processing. We shall not recognise conflicting conditions or vendor's conditions deviating from these purchase conditions unless it has been individually agreed otherwise. If we take delivery of the goods without any express objection, in no case can recognition be deduced from this.
2. Verbal agreements by our employees shall only become binding by means of our written confirmation.
3. The preparation of quotations shall be free of charge and without engagement for us.
4. The *Incoterms* in their respective current version shall be decisive for the interpretation of commercial terms.

II. Prices

1. The price agreed shall be a fixed price.
2. In the case of prices quoted based on "free delivery to the place of receipt" and other "free domicile" or "carriage paid" deliveries, the price shall include the freight and packaging costs. Packaging shall only be paid for if a charge for it has been expressly agreed.

III. Payment and Offsetting

1. Invoices are to be presented immediately after the completion of delivery or service. For monthly supplies or services, invoices are to be issued by the 3rd working day of the following month at the latest. Partial invoices must be marked as such. Invoices shall be paid - unless agreed otherwise - either within 30 days with the deduction of 2% discount or towards the end of the month following the delivery or service.
2. Invoices that were not received close to the time of delivery shall be settled only at the end of the month following the receipt of the invoice on unchanged terms and without the payment of interest.
3. Payment and discount periods shall run from the receipt of the invoice, but not before receipt of the goods and/or, in the case of services, not before their acceptance and - if documentation, test certificates (e.g. works test certificates) or similar documents are part of the scope of supply - not before their contractual handover to us.
4. Our payments shall be deemed to be on time if the bank was instructed on the due date to make payment.
5. Interest after the due date cannot be demanded. The default interest rate is 5 percentage points above the base interest rate. In any case we shall be entitled to provide evidence of less damage/loss than claimed by the seller.
6. We shall be entitled to rights of offsetting and retention to the statutory extent.
7. We shall be entitled to offset against all claims to which the seller is entitled, no matter on what legal grounds, against us or against the companies belonging to the Heitmann Group. If the receivables have different due dates, our receivables shall to that extent become due at the latest as of the due date of our liability and shall be settled with the value date.
8. The seller shall not be entitled to assign its claims or to have them collected by third parties without our prior written consent which, however, must not be refused without an important reason. If the seller does, however, assign its claim to a third party without our consent, the assignment shall nevertheless be effective. However, we can, at our option, make payment to the seller or the third party with discharging effect.

IV. Delivery Times, Delays in Delivery and Passing of Risk

1. The delivery times agreed with us shall be absolutely binding. Partial deliveries shall only be permitted with our approval in writing. We are to be informed in writing without undue delay of any impending delivery delays. At the same time, we are to be provided with appropriate proposals for counter-measures for avoidance of the consequences. Excess or short deliveries shall only be permitted to the extent usual in the trade.
2. The delivery period shall start from the day of our binding purchase order unless agreed otherwise in writing.
3. All shipping documents, operating instructions and other certificates appertaining to the fulfilment of delivery are to be sent to us or handed over to us on the day of shipment. Should, due to the seller's delays in delivery, including the delayed sending of the above-mentioned documents any possible payment collateral expire, we shall settle the account if our customer has also paid.
4. If the seller defaults on delivery, we shall be entitled to the statutory claims. We shall be especially entitled, following the ineffectual expiry of an appropriate additional period set by us, to demand damages in lieu of performance. Our entitlement to delivery shall be excluded only when the seller has paid damages.
5. In the event of a delay in delivery for a reason for which the seller is responsible, without prejudice to this a contractual penalty shall be payable to us which, in the absence of any agreement to the contrary, shall amount to 0.5% of the purchase price for every week or part week of the delay but to not more than 5%.
6. Premature dispatch without our consent shall not affect the period allowed for payment tied to the actual delivery date.

7. If in cases of force majeure, in the case of strike or lockout our contractual duties are made impossible or considerably more difficult, we can cancel the contract wholly or partially or demand execution at a later point in time without the seller being entitled to any claims against us.
8. The seller may only cite the absence of documents to be provided by us if it has not received the documents even after a written reminder.
9. The seller shall bear the risk of accidental destruction and accidental deterioration, even in the case of "pre-paid deliveries" and "deliveries free destination", up till handover of the goods at the destination.

V. Retention of Title

1. Regarding the seller's rights of retention of title, its conditions shall apply on the proviso that ownership of the goods passes to us upon payment for this item and that accordingly the extension form of the so-called current account reservation does not apply.
2. Based on the retention of title, the seller can only demand return of the goods if the seller has withdrawn from the contract.

VI. Statements about the Originating Status

If the seller makes statements concerning the originating status of the goods sold, the following shall apply:

1. The seller shall undertake to make possible the checking of certificates of origin by the customs administration and to provide both the information necessary for that and any possibly required confirmations.
2. The seller shall be obliged to compensate for the damage/loss incurred by the fact that the origin stated is not recognised by the authority responsible due to faulty certification or the absence of an opportunity for checking unless the seller is not responsible for these consequences.

VII. Liability for Material Defects

1. The seller shall provide the goods and services for us free of material defects and defects of title and waive any plea of a delay in the notification of defects (Art. 377 of the German Commercial Code (HGB)).
2. If the goods have or the service has a defect, we shall be entitled to the statutory rights at our option. The necessary expenses for the purpose of subsequent performance shall also include our customer's expenses. For repaired goods or replaced goods, the warranty period shall start to run again.
3. If, in the case of resale to third parties, claims are made against us regarding the warranty (incorrect/incomplete performance), the seller shall indemnify us from and against any damage/loss arising from this. In addition, the seller shall undertake to treat a claim under the warranty directed against us also as directed against the seller.
4. The limitation period for our claims for defects shall begin with the delivery of the goods and/or acceptance of the service and shall end two years after the dispatch of the goods. If the items are used for a building in accordance with their usual purpose they shall not be subject to the statute of limitations until five years after delivery. Otherwise the statutory periods shall apply.
5. The seller shall now already assign to us, on account of performance, all claims to which it is entitled against its upstream suppliers because of and in connection with the supply of defective goods or services. The seller shall surrender to us all the documents required for the making of such claims.

VIII. Place of Performance, Place of Jurisdiction and Applicable Law

1. The place of performance for the deliveries shall be, unless agreed otherwise, our company premises.
2. The place of jurisdiction shall be our registered office and principal place of business. We can sue the seller also at its place of jurisdiction as well as at the place of jurisdiction of our branch office registered on the commercial register with which the contract was concluded.
3. For all legal relations between us and the seller, to the exclusion of foreign law, only the law decisive for the legal relationship between domestic parties at our place of business shall apply. The provisions of UN sales law (CISG) shall be excluded.
4. The seller shall ensure at its expense and without delay that all the effectiveness requirements necessary for the order in the seller country have been met, e.g. export licences, have been obtained and remain valid during order processing. If the seller fails to meet this obligation, the purchaser shall have the right, if necessary, to withdraw from the contract and in any case to demand damages from the seller. The same shall apply in the case in which, for example, necessary licences are not issued within a period acceptable for the purchaser, despite the seller's endeavours, or are reversed or become invalid during processing.