

General purchase terms (GPT)

1. Scope/Conclusion of contract

- (1) Our terms of purchase apply exclusively; we shall not recognise and hereby reject any terms and conditions of the supplier which differ from our terms of purchase, unless we have expressly agreed to their validity. Our terms of purchase also apply if we accept the delivery of the supplier unconditionally with the knowledge that the terms of the supplier differ from our terms of purchase.
- (2) Verbal agreements are only binding if they have been confirmed in writing by our management.
- (3) Our terms of purchase are only valid for companies in the sense of § 14 BGB (hereinafter “supplier”).
- (4) Our terms and conditions of purchase also apply to all future transactions with the supplier, even if they are not expressly agreed again.
- (5) Offers from the supplier are binding. A contract is established by our written order.
- (6) The supplier is not entitled to pass on the order or parts of the order to third parties in whole or in part without our prior written consent.
- (7) We and the supplier are hereinafter also jointly referred to as the “contractual partner”.

2. Delivery/Delay

- (1) Agreed dates and deadlines are binding. The receipt of the goods by us shall be decisive for compliance with the delivery period. The supplier is obliged to notify us immediately in writing if circumstances arise or become apparent to him, which result in the fact that the agreed delivery time cannot be met.
- (2) In case of a delay in delivery, the statutory provisions shall apply. In addition, we shall be entitled to retain and charge liquidated damages for delay in the amount of 1% of the net price of the delayed part of the delivery per completed week, but not more than 5% of the net price of the delayed part of the delivery. Further legal claims are reserved, even in the case of the acceptance of a delayed delivery or service. The supplier has the right to prove to us that no or a substantially lower damage occurred as a result of the delay. The lump-sum charged will then be reduced accordingly. We reserve the right to prove higher damages.
- (3) The unconditional acceptance of the delayed delivery or service does not include a waiver of the claims for compensation due to us resulting from the delayed delivery or service; this shall be valid until full payment of the charges we owe for the affected delivery or service.
- (4) We only accept the ordered quantities or quantities. The supplier is not entitled to deliver partial deliveries unless we have expressly agreed to a partial delivery in advance. In the case of a partial filling, we reserve the right to withdraw from the entire contract or to claim damages caused due to non-fulfilment of the entire contract if the partial filling is not of interest to us. In the case of a surplus delivery, we reserve the right to store the excess quantity delivered at the expense of the supplier or to return the goods to him at his expense. Any further statutory claims remain unaffected by this regulation.
- (5) The packaging material used by the supplier must be designed and marked in such a way that it can be disposed of without additional effort in accordance with the applicable legal requirements. The statutory take-back obligation of the supplier shall remain unaffected.
- (6) The risk of accidental loss and accidental deterioration of the item shall pass to us upon delivery at the place of performance. Transfer of risk passes when acceptance has been agreed.

3. Force majeure

- (1) Events of force majeure, in particular labour disputes, operational disruptions of all kinds through no fault of our own, riots, official/sovereign measures, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, delays in the issuance of any necessary official permits and other comparable results that are unavoidable for us and not culpably caused by us, shall release us from the obligation to timely acceptance for the duration of their existence. Claims for damages can not be derived from this.
- (2) In addition, we are entitled - irrespective of our other rights - to withdraw from the contract in whole or in part insofar as such events are not of negligible duration or result in a significant reduction in our requirements.
- (3) If we have to change our delivery schedule due to force majeure and the delivery is postponed, the supplier shall hold the affected goods according to our instructions and deliver them after the force majeure condition no longer exists.

4. Prices/Invoices

- (1) Cost estimates of the supplier are binding and free of charge.
- (2) The price stated in the order is binding and is understood to be a fixed price. Unless otherwise agreed in writing, the price includes delivery "free domicile" to the place specified in the order, including transport, packaging – if necessary – and insurance.
- (3) The supplier shall, at our request, take back and dispose of the packaging at his expense.
- (4) We can only process invoices, shipping documents and delivery notes if these contain - according to the specifications in our order - the order number and contract number indicated there. Invoices are to be submitted to us in a simple copy with all the related documents and data after completion of the delivery separately in a proper form. Invoices which have not been properly submitted shall only be deemed to have been received by us from the time of the correction.
- (5) Unless otherwise agreed in writing, we shall pay the purchase price net within 45 days of delivery and receipt of invoice.
- (6) As far as certificates of material testing have been agreed upon, these shall be regarded as an integral part of the delivery and must be sent together with the invoice, provided that these have not already been handed over in advance as proof. At the latest, however, they must be received by us 14 days after receipt of invoice.
- (7) The supplier is not entitled to unilaterally increase prices, even in the event of cost increases by its suppliers or subcontractors.
- (8) All costs and expenses incurred by the supplier within the scope of an order, in particular for cost estimates, site visits, preparation of offers and projects or necessary additional work are included in the agreed price.

5. Quality control/Initial examination

- (1) The supplier warrants that the goods comply with the objective, subjective and assembly requirements in accordance with § 434 BGB. In particular, that the goods meet our specifications and guidelines and that they will check them before shipping. The supplier shall carry out quality assurance in accordance with the standards prescribed by us. Irrespective of this, the goods must correspond to the state of the art of science and technology as well as the applicable occupational safety and accident prevention regulations. The supplier shall ensure compliance with recognized technical regulations and standards such as EN, ISO, IEEE, VDE etc.
- (2) We are only obligated to examine the goods within a reasonable period for externally visible transport damages, for compliance with quantities and the identity with the order. In the case of larger quantities, representative samples are sufficient. Any objections determined during the examination shall be indicated to the supplier in the proper course of business. The complaint is accepted by the supplier if it is received timely within a period of eight (8) working days from the date of receipt of goods or in the case of discovery of hidden defects.

6. Warranty/Product liability

- (1) We are entitled to the statutory warranty rights against the supplier. The statute of limitations for claims for defects, varying from § 438 para. 1 no. 3 BGB, is 36 months from the transfer of risk, unless a longer period is applicable by law (e.g. in the case of firmly anchored steel structures) or where a written agreement varying this has been made.
- (2) In the event of personal injury or damage to property caused by the product, the supplier shall be obliged to indemnify us against claims for damages by third parties to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.
- (3) Within the scope of its liability for damages, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB arising from or in connection with a recall action carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out, as far as possible and reasonable, and give them the opportunity to comment. Other statutory claims remain unaffected.
- (4) The supplier shall take out appropriate product liability insurance to cover the risks resulting from the performance of the contract. This insurance must provide for coverage of at least EUR five (5) million per insured event and at least EUR ten (10) million per calendar year and must exist for the duration of the supply relationship as well as the limitation periods in connection with the deliveries of goods carried out on the basis of this contract. The supplier shall provide proof of such insurance and coverage upon our request. The supplier guarantees that no rights of third parties are infringed in connection with their delivery.
- (5) If a claim is made against us by a third party on the basis of an infringement of rights, the supplier shall be obliged to indemnify us against such claims.
- (6) The supplier's indemnity obligation refers to all expenses necessarily incurred by us from or in connection with the claims by a third party, including the costs of adequate legal defence.
- (7) We shall be entitled to withdraw from the contract or terminate the contract with immediate effect if the statutory right of withdrawal is exercised
 - the supplier has ceased to supply to its customers,
 - a substantial deterioration in the supplier's financial situation occurs or threatens to occur and the fulfilment of a delivery obligation to us is thereby endangered,
 - the supplier is in breach of insolvency or over-indebtedness, or
 - the supplier discontinues his payments.
- (8) We are also entitled to withdraw from or terminate the contract if the supplier requests the opening of insolvency proceedings or a similar process for clearing debt.
- (9) The statutory provisions on supplier recourse in accordance with §§ 445a and 445b BGB shall apply in the relationship with the supplier.

7. Execution of work/material provided/tools

- (1) The work must be carried out in compliance with all applicable and current regulations and laws. In particular, work safety and accident prevention regulations as well as regulations on social insurance, minimum wage and working hours (MiLoG) must be observed.
- (2) If we provide parts at the supplier, we reserve the right to property. The supplier undertakes processing or transformation for us. In case of processing, combining or mixing, we shall acquire co-ownership of the new item in proportion to the value of our item to the other processed items at the time of processing.
- (3) The supplier shall keep provisions for us free of charge. It must identify them as our property, treat them with care and insure them against fire and water damage, theft and other loss and damage at replacement value. If maintenance, servicing, inspection or similar work is required on materials provided during their period of safekeeping (this does not include the replacement or repair of materials provided by us which are defective), the supplier must carry this out or have it carried out in good time and in a professional manner, unless otherwise agreed in the individual case. The costs pursuant to sentences 2 and 3 shall be borne by the supplier unless otherwise agreed in the individual case. Costs resulting from improper handling by the supplier, its organs, employees or vicarious agents shall be borne solely by the supplier.

- (4) We reserve the right of ownership of tools; the supplier is obligated to use the tools exclusively for the production of the goods ordered by us and to insure the tools belonging to us at their own expense against fire, water and theft, and to identify them as our property. At the same time, the supplier transfers all compensation claims from this insurance to us, we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all servicing and repair work in good time at its own expense, insofar as no other agreement exists in the individual case. He shall immediately notify us of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.

8. Documents/Secrecy

- (1) All commercial or technical information made available by us (including attributes that may be transferred to objects, documents or software, and other knowledge or experience), as long as and to the extent that they are not demonstrably known publicly, must be kept confidential by third parties and must be made available only to those persons, in the supplier's own operation, who must necessarily use it for the purpose of delivery to us and who are also bound to secrecy; they remain our exclusive property. Without our prior written consent, such information may not be reproduced or used commercially, except for deliveries to us. Upon our request, all information obtained from us (including, if not limited to, copies or recordings) and items provided on loan must be returned to us or destroyed without delay and in full.
- (2) We reserve all rights to such information (including copyrights and the right to register industrial protection rights, such as patents, utility models, semiconductor protection, etc.). Provided that these have been made accessible to us by third parties, this right of reservation also applies to these third parties.
- (3) Products manufactured according to our design documents, such as drawings, models and the like, or according to our confidential data, or with our tools or reconstructed tools, shall not be used by the supplier, nor offered or delivered to third parties. This also applies to our print orders.
- (4) The aforementioned obligations shall also apply after termination of the contract and shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

9. Intellectual property and industrial protection rights

- (1) All intellectual property rights or claims to intellectual property rights with regard to any results arising from the order remain with us, unless otherwise agreed in the individual case. The result is all that is produced within the scope of the order, irrespective of whether the supplier uses contributions from us and/or third parties of any kind. The supplier shall, as far as possible, relinquish all possible personal rights for copyrighted works within the scope of the order and shall transfer these intellectual property rights and/or claims to us free of charge.
- (2) Unless otherwise agreed, the supplier shall not retain or acquire any right of use with respect to any results from the order. We expressly reserve the right of copyright with respect to any work published within the scope of the order to the supplier. The supplier acknowledges this reservation.
- (3) The supplier is responsible for the existence of the intellectual property and industrial protection rights relating to the goods as well as for the unlimited usability of the goods with regard to the intellectual property and industrial protection rights of third parties. The supplier guarantees that no rights of third parties are infringed in connection with his delivery. The supplier shall indemnify us with regard to any claims made against us by third parties due to the infringement of intellectual property and/or industrial property rights due to the infringement of its obligations under sentences 1 and 2. The indemnity obligation refers to all expenses which arise to us from or in connection with the claim by a third party, in particular also costs for an adequate legal defence.
- (4) Our further legal claims due to defects of title of the products delivered to us remain unaffected.

10. Miscellaneous

- (1) The place of performance is the place to which the goods must be delivered according to the order or on which the service is to be rendered.
- (2) In all disputes arising from or in connection with the contractual relationship, if the contractual partner is a company, our place of business will be the place of jurisdiction. We are also entitled to sue at the supplier's place of business.

- (3) With regard to the inclusion of these Terms of Purchase and for all legal relationships arising for the contracting parties and their legal successors from the contract, the entire contractual relationship between us and the suppliers and from any ancillary transactions and/or follow-up transactions, only the law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG of 11 April 1980) shall not apply.
- (4) Should a provision of these terms and the further agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties will endeavour to replace the invalid provision by a legally permissible and enforceable provision which is as close as possible to the invalid provision in terms of its economic effect. The same applies in the event of a regulatory gap. In this case, the contracting parties will endeavour to negotiate an agreement with the content to which they would have agreed within the meaning of the GTCs if the regulatory gap had been known at the time of the conclusion of the contract.

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