

Company Madlener Produktionssysteme GmbH & Co.KG

General Terms & Conditions of Purchase

Company Madlener Produktionssysteme GmbH & Co.KG, hereafter referred to as „Purchaser”.
Supplying companies hereafter referred to as „Supplier“.

1. General Regulations

- 1.1 No terms and conditions other than the terms and conditions set forth in this order shall be binding upon the Purchaser unless otherwise expressly agreed in writing. Terms and conditions contained in the Supplier's order or order confirmation are hereby expressly rejected. Positive confirmation of order confirmations or deliveries does not denote acceptance of Supplier's terms and conditions.
- 1.2 Supplier will be deemed to have asserted to all terms and conditions contained herein upon first delivery of goods and thus accepts these terms and conditions as exclusively valid and applicable for all future orders.
- 1.3 Orders and purchase orders are binding when submitted in written form or confirmed in writing. Quotations are only acceptable within a period of 14 days unless other terms are agreed to in writing and prior to placement of order.
- 1.4 The Purchaser reserves freehold and copyright of any illustration, drawing, calculation or other document, file or information, which was submitted to Supplier.

2. Delivery and Shipment

Delivery must take place on agreed delivery dates and according to purchase order and any following instructions from the Purchaser. The Supplier shall be deemed to immediately notify the Purchaser of any possible change to any agreed delivery date.

The Supplier shall comply with the Purchaser and carrier's standard routing and shipping instructions. The Purchaser's order and item numbers must be noted in all freight documents, letters and invoices.

The Supplier incurs all expenses for packing, crating, freight, express or cartage and insurance including all other costs unless otherwise expressly agreed prior to order.

Delivery and packing must comply with appropriate and pertinent standards.

The Supplier hereby confirms the implementation and adoption of an efficient quality management system in its company and to be working in accordance with the guidelines therein.

3. Delivery Time, Delivery Dates

All delivery times and dates in purchase orders shall be binding upon Supplier and are understood as arriving at place of delivery according to purchase order.

The Purchaser reserves the right to refuse deliveries which do not meet the agreed delivery schedule, to return these at Supplier's risk and expense or store these goods with a third party.

In case of the Supplier causing delivery delay, the Supplier shall incur all additional costs for this delivery, regardless of nature or reason for the delay.

4. Quality and Acceptance

The Supplier represents and warrants that the goods are produced in accordance with submitted specifications, appropriate and generally accepted standards and the latest state of technology.

The Purchaser reserves the right to inspect the goods immediately upon receipt regarding apparent and visible defects and only accept the delivery upon this successful inspection. In case of complaint or rejection the Supplier shall be encumbered with costs for inspection and replacement delivery. In any case of defect the notice period is 14 days after recognition of such defect. During the warranty period the Purchaser waives the right to late notice of claims regarding hidden defects.

Any value established during goods-in inspection for measurement, weight and quantity is binding for the delivery of goods.

Deliverable components, moulds, devices, constructions, documents, machines and equipment etc. must particularly comply with legal standards and specific standards stipulated by the Purchaser.

In case of agreed contractual penalties for delayed delivery the right to payment of contractual penalty remains reserved even if not expressly claimed directly upon acceptance of such delivery. Entitlement in excess thereof shall remain unaffected.

5. Prices and Terms of Payment

Agreed prices are maximum prices; the Purchaser benefits from any price reduction within the period between order placement and payment.

Invoices stating order and item numbers shall be provided promptly upon shipment of goods. VAT must be accounted for separately.

Payment shall occur under reserve of correct delivery as well as accuracy regarding price and calculation. Ascertainment of defect under warranty reserves the Purchaser the right to withhold payment until satisfactory compliance to warranty regulations.

If not otherwise expressly agreed invoices are payable cashless and as bank transfer and subject to 3% cash discount within 30 days of invoice receipt.

6. Offset and Assignment

The Purchaser is only entitled to offset against undisputed or legally assessed claims.

The Supplier may not assign or otherwise transfer its claims without the Purchaser's prior written consent.

7. Warranty

The Purchaser's obligation to warranty complies with statutory provisions; insofar no other provisions are established hereafter. The Supplier warrants that it indemnifies the Purchaser from all third party claims which are raised due to defects, breach of third party industrial rights or product defects of its delivery and which are part of cause. The Supplier warrants the existence of appropriate product liability insurance.

The warranty period is at least 24 months from date of delivery to place of delivery. In case of a statutory warranty period exceeding this period, then this is effective.

In case of defective delivery the Supplier reserves the right to, in accordance with selection through the Purchaser, supply free of charge replacement delivery, abate the purchase price in accordance with statutory provisions or remedy deficiencies at no charge. In urgent cases and after notification of the Supplier, the Purchaser reserves the right to itself remedy the deficiencies or order a third party to remove such defects or purchase replacement delivery elsewhere whereas the Supplier is encumbered with the incurring costs. The same provision is effective if the Supplier fails to meet its obligation to warranty. If exceedance of permissible defect contribution according to statistical inspection procedure as per purchase order is detected, the Purchaser reserves the right to warranty claims regarding the complete delivery or with prior written consent of the Supplier inspection of the complete delivery whereas the Supplier is encumbered with the costs for this quality inspection.

The Supplier is liable for replacement deliveries and remedial actions to the same extent as for the goods originally to be delivered, including but not limited to transport, cartage and labour costs. The warranty period for replacement deliveries begins soonest on the date of receipt of compensation delivery.

The Supplier is obliged to appropriately reimburse costs for any product recall due to product liability. The Purchaser shall quickest possibly submit a notification for statement to the Supplier prior to product recall.

The Purchaser's statutory right to indemnity claims remain unaffected by the Purchaser's right to supplementary performance. Particularly with regard to a breach of duty as per §280 German Civil Code (BGB) the Supplier is obliged to provide indemnification. This includes deficiency damages and consequential damages due to deficiency damages.

8. Information and Data

The Purchaser reserves freehold, copyright and intellectual property rights of all drawings, drafts, samples, production instructions, internal data, tools, equipment etc. which the Purchaser submits to the Supplier in order for quotation or execution of order. These are not to be used for any other purpose than constituted in the purchase order, copied or made available to third parties and shall be treated and stored with due diligence and in the event of non-order and on Purchaser's demand returned promptly and completely.

9. Third Party rights

The Supplier represents and warrants that orderly use of the purchase goods shall not infringe upon or violate the legal rights of third parties, especially third party industrial property rights. In case the Purchaser is claimed upon a possible violation of third party right, e.g. trademark, patent, copyright or other property rights, the Supplier agrees to indemnify and hold the Purchaser harmless against any payment arising from such claim.

10. Data Protection

The Purchaser shall hereby declare its revocable assent to submitted personal order-related data being edited and processed in accordance with statutory provisions.

11. Severance and Jurisdiction

Should any provision of these Terms & Conditions be held invalid and unenforceable, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect. In the case of both parties to this contract being registered merchants place of jurisdiction is exclusively the Purchaser's business location.