



## **Conditions of purchase**

### **1. General**

Our terms and conditions of purchase are exclusively valid; we only accept the supplier's general terms and conditions of purchase that are contrary to or deviate from our terms and conditions of purchase if we have explicitly agreed to them. Acceptance of goods or services from the supplier or payment for them does not constitute assent.

### **2. Contract conclusion and contract amendments**

- 2.1. Our orders and changes or additions to the orders must be in writing or text form.
- 2.2. Any kinds of verbal agreements - including additional agreements and amendments to our conditions of purchase - must be validated by us in writing to become effective.
- 2.3. We are authorized to cancel our order free of charge if it has not been confirmed to us unchanged within two weeks of receipt.

### **3. Delivery**

- 3.1. Deviations from our contracts and orders are only permitted with our prior written agreement

Any agreed dates and deadlines are binding. The receipt of the goods by us is decisive for compliance with the delivery date or delivery period.

The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service.

- 3.2. Each delivery shall be accompanied by a delivery note in duplicate indicating our order number and the description of the delivery contents according to type and quantity.
- 3.3. If the supplier is responsible for installation or assembly and unless otherwise agreed, the supplier shall bear all ancillary costs such as travel expenses, provision of tools and allowances, unless otherwise agreed.

In case of deliveries or services on our premises, all suppliers are obligated to comply with the instructions on safety, environmental and fire protection for external parties in the currently valid version.

Suppliers are obliged to take back the packaging or to issue a credit note for the costs of proper disposal.

For devices, a technical description and instructions for use in the German version must be supplied free of charge. In the case of software products, the delivery obligation is only fulfilled when the complete (system-related and user) documentation has also been delivered in German. → Fulfilment of the CE standard



#### **4. Rates**

The prices are fixed prices. They include all expenses in connection with the deliveries and services to be provided by the supplier.

If no specific agreement has been concluded, the prices are free works duty paid (DDP according to Incoterms 2010) including packaging. The supplier shall bear the material risk until acceptance of the goods by us or our authorized representative at the place to which the goods are delivered in accordance with the order.

#### **5. Invoices, payments**

Invoices must be sent electronically (PDF format) as single files to the following address:

[Rechnung@BuchmannKarton.de](mailto:Rechnung@BuchmannKarton.de).

Paper invoices will no longer be accepted after 01.07.2020. Payments can only be paid to suppliers who have electronically submitted a PDF invoice with the valid order number and all other officially required information. We send our AGB's separately after consultation with the purchasing department.

- 5.1. Payments do not mean that the delivery or service is accepted as being in accordance with the contract. In the event of defective or incomplete delivery or service, we are authorized, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to a suitable extent until proper performance.
- 5.2. The assignment of claims against us to third parties is excluded.
- 5.3. If there is no special agreement, the invoice will be paid either 10 days with a 3% discount or within 30 days discount from the due date of the invoice request for payment and receipt of both the invoice and the goods or provision of the service. The payment shall be made under verification of the invoice.

#### **6. Deadlines and the consequences of failure to meet deadlines**

- 6.1. Agreed deadlines for deliveries and services are binding. If delays are to be expected or have occurred, the supplier is obliged to inform us immediately in writing.
- 6.2. If the supplier also fails to deliver or perform within a grace period set by us, we are entitled, even without warning, to refuse acceptance, to withdraw from the contract or to claim damages for non-performance. We are also entitled to withdraw from the contract if the supplier is not responsible for the delay. Any incurred costs as a result of your delay, in particular due to the need to make alternative cover, shall be paid by the supplier.

#### **7. Transfer of risk, Acceptance, Property rights**

- 7.1. Irrespective of the agreed pricing, the risk shall pass to us in the case of delivery without installation or assembly upon receipt at the delivery address specified by us and in the case of delivery with installation or assembly upon acceptance. The commissioning or usage does not replace our declaration of acceptance.
- 7.2. The ownership of the delivered goods shall pass to us after payment. Any extended or expanded retention of title is excluded.



7.3 An incoming goods inspection is carried out with regard to obvious defects. We shall give notice of hidden defects as soon as they are discovered in the normal course of business. The supplier waives the objection of late notification of defects for all defects notified within fourteen days of discovery.

## **8. Warranty for defects of quality and title**

8.1. Defective deliveries must be replaced immediately by deliveries free of defects and defective services must be repeated free of defects. In the event of development or construction errors, we are entitled to immediately assert the rights provided for in Section 8.3..

8.2. A rectification of defective deliveries or services requires our consent.

8.3. If the supplier does not rectify the defect even within a reasonable period of grace set, we may, at our discretion, withdraw from the contract or reduce the remuneration and in each case claim additional damages.

8.4. In urgent cases (in particular if operational safety is endangered or to prevent extraordinarily high damage), as well as in the event of a delay in rectifying a defect, we are entitled, after prior information and expiry of a short period of grace appropriate to the situation, to rectify the defect and any resulting damage ourselves at the supplier's expense or to have it rectified by a third party at the supplier's expense.

8.5. The limitation period for our claims arising from legal and material defects is 24 months from the transfer of risk. The start of the period of limitation is suspended for the period that begins with the dispatch of our notification of defects and ends with the fulfilment of our claim for defects.

8.6. If the supplier has to deliver or perform in accordance with our plans, drawings or other special requirements, the compliance of the delivery or performance with the requirements shall be explicitly agreed. Should the delivery or service deviate from the requirements, we are immediately entitled to the rights mentioned in section 8.3..

## **9. Force majeure**

Cases of force majeure, in particular strikes, lock-outs, breakdowns, operational restrictions or similar. Events which make it impossible or unreasonable for us to fulfil the contracts shall release us from the obligation to accept the goods in due time for the duration of such events. The contracting parties are obligated to inform each other of this and to adapt their obligations to the changed situations in good faith.

## **10. Subcontracting**

The forwarding of orders to third parties is not permitted without our written agreement and entitles us to withdraw from the contract in whole or in parts or to claim damages.

## **11. Official regulations**

The supplier guarantees that the relevant accident prevention regulations existing at the time of delivery and the other official regulations applicable to the delivered items as well as the Machine Protection Act are fully complied with.



## **12. Confidentiality**

- 12.1. The supplier is obligated to treat as confidential all commercial and technical details which are not public knowledge and which become known to you through the business relationship and not to pass them on third parties.
- 12.2. We would like to point out, that in accordance with the basic data protection regulation (DSGVO), we collect and store personal data that are related to our business relationship. The current rules of our data protection regulations can be found on our homepage.

## **13. Product liability regulation**

If a claim is made against us for violation of official safety regulations or on the basis of national or international product liability regulations or laws due to a defect in our product which is caused by a supplier's goods, we are entitled to demand compensation for this damage from the supplier, insofar as it is caused by the products delivered by them. This damage also includes the costs of a precautionary recall action.

The supplier shall label the delivered items in such a way that they are permanently recognisable as its products.

The supplier must carry out quality assurance of a suitable type and scope and in accordance with the latest state of the art and provide us with evidence of this upon request.

The supplier shall conclude a corresponding quality assurance agreement with us if we consider this necessary.

In addition, the supplier shall insure itself against all risks arising from product liability, including the risk of recall, to an appropriate amount and shall present the insurance policy to us for inspection upon request.

## **14. Other**

- 14.1. The place of fulfilment is the delivery address indicated in each case.
- 14.2. The place of jurisdiction is Landau/Pfalz. However, we are also entitled to claim the place of jurisdiction at the supplier's registered office.
- 14.3. German law applies under exclusion of the UN Convention on the international sale of goods and the rules of conflict of law for German international private law.
- 14.4. Should individual clauses of these conditions of purchase be fully or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.