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I. General information

1. Unless otherwise agreed in writing, the following conditions apply exclusively for the execution and completion of our orders.
2. Deviating conditions of the supplier only apply if we have expressly agreed thereto in writing in our order, even if they are stipulated in the order acceptance.
3. Our conditions also apply for future orders in the absence of a further special agreement.

II. Orders / conclusion of the contract

1. Orders and other declarations are only binding if we make or confirm them in writing. Orders placed orally are only legally valid if we confirm them in writing.
2. If the supplier confirms our order with different conditions, our silence on this matter shall only be considered as consent if the supplier has expressly objected to our Conditions of Purchase beyond a reference to its delivery conditions.

III. Prices

1. The agreed prices are fixed prices until the order is completed. Subsequent increases are excluded. Unless otherwise agreed, they shall apply free to the specified delivery address including packaging. We shall receive freight reimbursement of at least the applicable RKT (motor vehicle tariff) for self-collection.

IV. Delivery

1. Agreed delivery dates are binding.
2. Failure to meet the delivery time shall result in legal consequences for the delay unless the failure is demonstrably due to force majeure on the part of the supplier or industrial disputes for which it is not responsible. If the delivery date is not met as a result of force majeure or industrial disputes for which the supplier is not responsible, we may either request that the order be executed at a later date, without this giving rise to any claims on the part of the supplier, or rescind the contract in part or in full after fruitless expiry of a reasonable deadline.
3. Our order shall prevail for the contents, type and scope of the delivery.
4. If no further requirements are stipulated in the order, the delivery items must be delivered in accordance with standard commercial quality and, in so far as they exist, in compliance with DIN, VDE, VDI, DVGW, EN or equivalent standards. The delivery items must always be produced and equipped in such a way that they satisfy the legal provisions, in particular regarding technical equipment, hazardous materials, accident prevention, emission protection and workplace protection, applicable on the day of delivery and at the delivery location.
5. Our factory scales shall be used to determine the weights delivered. If it is not possible for us to carry out a weight check, the weights verified on the consignment note by the railway authorities shall apply.
6. In the case of force majeure or other circumstances beyond our control, we are entitled to refuse acceptance of the delivery item. This also applies to industrial disputes if acceptance is made impossible or unreasonable for us. In such cases, the supplier must store the item at its own expense and risk.

V. Invoice and payment

1. Paper invoices should be sent to us in two copies separately from the delivery and include the complete order number, parts number, VAT number and supplier number. Alternatively, the invoice can also simply be sent to the email address eingangsrechungen@oventrop.de The invoice should be sent as a PDF in this case. A PDF submission with metadata would be advantageous. The invoice is only processed following the complete receipt of goods; we will calculate the discount period from this point on.
2. Delivery shall be made free of all charges to Olsberg or Brilon. The packaging must be credited again at the calculated value in the case of returns. Payment shall be made after the standard payment term of 14 days following receipt and inspection of the goods with a 3 % discount or in 30 days net or in accordance with specially agreed payment terms, if these are better than the standard payment terms.

VI. Assignment of claims

1. The execution of the contract as well as the contractual claims may not be transferred to third parties by the supplier either partly or in full without our express consent. We shall agree to the assignment of claims on the basis of reasonable grounds if there are no counter-claims on our part. We agree to assignments that are the result of an extended retention of title, provided that we reserve all rights against the assignee to which we would be entitled against the supplier without the assignment. This also applies to a sale of the payment claims to a factoring bank.

VII. CE conformity

1. For purchased products and components that require a CE certificate of conformity, it must be ensured that a corresponding certificate of the supplier is available. At the request of market supervisory authorities, the supplier must provide the corresponding certificates immediately in German and English.

VIII. Warranty, quality assurance, product liability

1. Warranty

   1.1 The supplier shall warrant that the delivery or service has the warranted characteristics, satisfies the recognised codes of practice and is not fraught with errors that impair or reduce the value or the suitability for the customary use or use stipulated in the contract. The supplier shall also be liable for ensuring that the delivery or use of the delivered goods does not infringe third-party rights, in particular industrial property rights.

   1.2 If a claim is made regarding the warranty in the case of a re-sale to a third party, the supplier shall indemnify us against any resulting damage.

   1.3 The warranty period is two years after we or our customers have put the goods into use.

   1.4 The supplier must immediately repair all defects that occur during the warranty period at its own expense. If the supplier fails to meet this obligation or in case of urgency, we are entitled to carry out the required measures at the supplier's expense. The warranty period shall start again for the repaired or replaced items. If the supplier fails to immediately meet its obligation to repair defects or deliver replacements, refuses to honour these obligations or is also unable to deliver replacements, we may assert the statutory warranty rights without further notice. The supplier shall bear any consequential costs incurred.

   1.5 The supplier waives the defence of late notification of defects (§ 377 German Commercial Code).
2. Quality assurance

   2.1 The supplier must implement suitable measures for the purpose of quality assurance. These must be demonstrated to us on request.
3. Product liability

   3.1 The supplier shall indemnify us for all consequences resulting from a product failure in respect of our customers and third parties. This applies in particular to claims under the product liability law.

IX. Right of withdrawal

Force majeure, emergency situations of any type, decrees, strikes and similar circumstances beyond our control give us the right to withdraw. If we make no use thereof, they release us from the contractual services whilst they exist. The right of withdrawal shall also apply if the supplier has not fulfilled its contractual obligations or has not done so properly or in full.

Exercising this right of withdrawal shall not give rise to any claims for damages against us.

X. Samples, provision of materials

1. Samples, models, drawings, master copies and the like may only be disclosed to third parties or utilised for other purposes with our written consent. The items provided must be carefully stored and returned with the remaining delivery at the latest.
2. If the supplier acquires ownership of models and moulds that we have pre-financed, it may only use these for third parties with our prior written consent.
3. Provided materials remain our property and must be stored, labelled and managed separately as such. Their use is only permitted as part of the contractual performance.
4. Processing or altering the material shall be carried out for us. We shall immediately assume ownership of the new or altered item. If there is blending or mixing with other items as a result of processing, the resulting joint ownership shall be transferred to us. The supplier shall store the new item for us with the due diligence of a prudent businessperson.
5. The supplier must provide compensation if the item depreciates in value or is lost.

XI. Complying with ethical standards and the Minimum Wage Act

1. The supplier shall give us assurances that it and any subcontractors employed by it for the purpose of the contractual performance consistently comply with the following standards.
   - Forced labour, child labour, illegal discrimination and corruption are not tolerated.
   - Compliance with all laws and regulations that are applicable in the course of the contractual performance, in particular regarding work times, remuneration, occupational health and safety, safety, hygiene, protection of the environment and freedom of assembly.
   - The supplier is obliged to comply with the regulations of the Minimum Wage Act (MILoG) in the scope of application thereof, i.e. in particular to pay its employees the minimum wage stipulated in the Minimum Wage Act for providing any work or services for us. The same applies with regards to any minimum wage regulations applicable abroad. In fulfilling the contract, the supplier must never commission subcontractors about whom it knows, or does not know out of negligence, that they violate requirements of the Minimum Wage Act or other minimum wage regulations in performance of the contract. The supplier shall ensure in an appropriate manner that any violation of minimum wage regulations, even on the part of the subcontractors that it has employed, is avoided. The supplier shall release us at first request of any liability to pay the minimum wage to employees of the supplier and to employees of the subcontractors employed by it.
2. The supplier shall demonstrate to us its compliance with the above-mentioned standards and requirements on request.

XII. QAA

1. If there is a quality assurance agreement between Oventrop and a supplier, the agreements entered into in the QAA shall prevail.

XIII. Place of jurisdiction and place of performance

1. The place of performance is Olsberg. These Conditions of Purchase shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, even if orders are made from abroad.

2. The exclusive place of jurisdiction is Arnsberg. However, OVENTROP has the right of recourse to any other competent court.

XIV. Miscellaneous

1. These Conditions of Purchase shall also apply mutatis mutandis to different types of contracts, in particular work contracts and contracts for work and materials.
2. If individual parts are legally invalid, these provisions shall otherwise remain in full force and effect.