

General Purchasing Conditions of ROSE Systemtechnik GmbH

Section 1 - Validity

1. Our orders and assignments shall be based exclusively on these Purchasing Conditions. These Purchasing Conditions are an integral part of all contracts that we conclude with our contractual partners.
2. Terms of business of our contractual partner (hereinafter referred to as the "Supplier") shall not apply, even if we do not specifically object to their validity in individual cases. Even if we refer to a document, which either contains the terms of business of the Supplier or a third party or makes reference to such, this shall not constitute our accordance with the validity of any such terms of business

Section 2 - Orders and Assignments

1. Orders and assignments, as well as deviations from orders placed, shall only be legally effective if they have been made in writing or if we have confirmed them in writing. Any deviations from these Purchasing Conditions also require our written confirmation. Transmission via fax shall satisfy the requirement for the written form. Our employees are not authorised to make any additional verbal agreements.
2. If our orders are not accepted by the Supplier within one week of receipt of same, either in writing or by fax with a binding confirmation of the delivery time, we shall be entitled to cancel the order.
3. We shall retain titles and copyrights of orders placed by us or assignments originating from us or from third parties, as well as sketches, illustrations, calculations, descriptions, models, tools and other documents and aids made available to the Supplier. The Supplier may not make these items or their contents available to third parties without our express agreement, nor can they be disclosed to third parties or be used or reproduced by the Supplier or by third parties. The Supplier shall return these items and any copies to us in their entirety at our request if they are no longer required by the Supplier for the normal course of business or when negotiations do not lead to the conclusion of a contract.

Section 3 - Prices

1. The price stated in the order is binding. In the absence of written agreements to the contrary, the price shall include free delivery to the stated delivery address including packaging.

Section 4 - Delivery Time

1. The delivery time stated in the order is binding.
2. The Supplier undertakes to inform us immediately and in writing or by fax if any circumstances arise or become apparent that would prevent the delivery time from being adhered to. The rights contained in Paragraph 3 are hereby neither excluded nor limited.
3. In the case of delayed delivery we are entitled to statutory claims, in particular the claim for compensation in place of service following fruitless expiry of a reasonable grace period. We are additionally entitled to demand a contractual penalty in the amount of 0.5% of the delivery value per complete week of delay, however no more than 10% in total. We are entitled to claim the contractual penalty in addition to fulfilment. Section 341 (2) BGB (German Civil Code) applies. If we accept fulfilment, we may claim the contractual penalty within 10 working days of receipt of the delayed delivery.

Section 5 - Place of Fulfilment, Force Majeure, Right of Cancellation

1. Place of fulfilment for the Supplier's services is the place to which he is to deliver the goods.
2. All deliveries shall be made to the address stated in the order.
3. We shall be released from our contractual obligations in cases of force majeure and other disruptive events on our premises for which we are not responsible and which considerably impede or make it impossible for us to fulfil our obligation of acceptance, such as operational disruptions of all kinds, strikes or lockouts; for disturbances of a temporary nature, this shall only apply for the period of the impediment plus a reasonable grace period. Insofar as we are no longer interested in the contract due to the impediment, we may withdraw therefrom. Our aforementioned rights shall only apply if we inform the Supplier of the impediment immediately.
4. If the contract concluded with the Supplier is a contract for labour and materials (section 651 BGB), we shall be entitled to terminate the contract at any time. In the case of termination of contract, the Supplier shall only be entitled to claim compensation for services performed up until receipt of the notice of termination, including the imputed profit for these services. Section 649 (2) BGB shall not apply here.

Section 6 Defect Inspection, Guarantee

1. Deviations in quality and quantity shall in all cases be deemed to have been objected to in good time if we notify the Supplier of any such deviation in quality or quantity within 10 working days from the receipt of goods. Hidden material defects shall in all cases be deemed to have been objected to in good time if notification is made to the Supplier in the same manner within 10 working days following discovery of such.
2. In the case of replacement delivery and rectification of a defect, the warranty period shall begin anew with regard to replaced and repaired parts.
3. We do not waive any warranty claims by accepting or approving the samples or test products provided.
4. The warranty period is 24 months, calculated from time of delivery, insofar as a longer warranty period has not been determined by law. The receipt of a written notification of defects shall suffice for the suspension of the limitation period.

Section 7 - Product Liability

1. If the Supplier is responsible for product damage, he shall be obliged to release us from claims for compensation from third parties upon initial request.
2. In this context, the Supplier also undertakes to compensate us for all expenses incurred by us or arising in connection with a product recall. Where possible, we shall inform the Supplier of this in advance and give him the opportunity to comment.

Section 8 - Payment Terms, Invoice Details

1. In the absence of a written agreement to the contrary, we shall pay the purchase price upon delivery of the goods and receipt of the invoice as follows:
Receipt of invoice between the 5th and 20th of the month, invoice payment on the 1st of the following month;
Receipt of invoice between the 21st and 4th of the month, invoice payment on the 15th of the same month.
2. Our order number and material number are to be stated on all order confirmations, delivery documents and invoices. Should we be delayed in processing the order due to the absence of this information, the time periods stated in Paragraph 1 shall be extended by the period of the delay.
3. Payment shall be made at our discretion either by sending a cheque for deposit only or by transfer to a bank or postal account. Decisive for the timely payment is the date as postmarked or the receipt of the payment order by the bank or post office.
4. We retain the rights to set-off and retention to the extent permitted by law.

Section 9 - Final Provisions

1. Place of fulfilment for both contracting parties shall be Minden, provided that nothing to the contrary ensues from Section 5 (1) and Section 8 (3) of these General Purchasing Conditions.
2. Place of jurisdiction for any potential disputes between us and the Supplier for any transaction for which these Purchasing Conditions apply shall be Minden, or the registered office of the Supplier, at our discretion. Minden shall be the exclusive place of jurisdiction for any potential action against us. The legal provisions regarding exclusive jurisdiction shall remain unaffected.
3. The relationships between us and the Suppliers are subject exclusively to the law of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).
4. The headings in these General Purchasing Conditions serve only as a means of better orientation. They are of no significance for their interpretation.
5. Should individual provisions of these General Purchasing Conditions be or become invalid either in whole or in part, the validity of the other provisions shall remain unaffected. In the place of the invalid provision, the legally valid regulation which comes closest to the intended purpose of the invalid provision shall apply.
6. These General Purchasing Conditions shall only apply with regard to merchants, legal persons governed by public law or special funds under public law.

Note: The Supplier acknowledges that we store information from the contractual relationship in accordance with section 26 BDSG (Data Protection Act) for the purposes of data processing.