

I. General

1. All contractual relations between the Supplier and the company automation Uhr GmbH, hereinafter referred to as the "Customer", shall be governed exclusively by the following conditions. The Customer shall not recognise any terms or conditions contrary to or deviating from these Purchasing Conditions, unless the Customer has expressly recognised their validity in writing. The Customer's Purchasing Conditions shall apply even if the Customer accepts delivery without reservation or pays for the said delivery in the knowledge that one or more of the Supplier's conditions conflict with or deviate from these Purchasing Conditions.
2. The Customer has the right to withdraw from the contract if the Supplier disputes the Purchasing Conditions. In this case, no claims of the Supplier shall be accepted.
3. All agreements between the Supplier and the Customer for the purpose of implementing the present contract must be specified in writing in the contract.
4. All written orders from the Customer must be confirmed in writing within 5 working days. The order confirmations must be sent exclusively to the Purchasing department and must quote the Customer's order number. The order shall be considered to be accepted if the Customer receives no order confirmation within 5 working days.

II. Offer

The Customer's enquiry constitutes a request to the Supplier, as specialist, to submit an offer free of charge. The Supplier's offer must match the descriptions and aims of the Customer, and the Customer's attention must be expressly drawn to any deviations; the Supplier recognises this duty to inform the Customer. If the Supplier does not specify a binding delivery lead time in the offer, the binding deadline for delivery shall be 90 days.

III. Confidentiality

The Supplier undertakes to treat all received illustrations, drawings, calculations and other documents and information as strictly confidential; they may only be disclosed to third parties with the express written consent of the Customer. This obligation to maintain secrecy shall remain in force even after completion of the contract. All subcontractors must also be required to comply with this secrecy obligation.

IV. Prices, Dispatching, Packing

1. The agreed prices must be quoted as fixed prices excluding statutory value added tax and must exclude any subsequent claims of whatsoever nature. The costs of packing and transport to the delivery address specified by the Customer or to the user location, and all costs for customs formalities and customs duties must be included in these prices, unless otherwise agreed in writing.
2. Extra costs for a faster means of transport adopted in order to meet the deadline must be borne by the Supplier.
3. Dispatch notifications, bills of lading, invoices and all correspondence must quote the Customer's order number, article number and delivery note number.
4. The Customer shall accept only the ordered quantities. Consignments of lower or higher quantities shall only be permitted after prior arrangement with the Customer.
5. Dispatch shall be at the risk of the Supplier. The risk of any damage, including accidental destruction or loss, shall therefore remain with the Supplier until delivery to the Customer's desired delivery address or user location.
6. The Supplier's obligation to accept the return of packaging shall be based on the prevailing legal provisions. The goods must be suitably packed to prevent any damage in transit. Packaging materials must be used only to the extent necessary to comply with this requirement. All packaging materials must be environment-friendly. The rules concerning Liability for Deficiencies, paragraph 2, shall be applied accordingly.

V. Delivery Lead Time

1. The agreed delivery deadlines are binding. The decisive criterion for judging compliance with the delivery deadline or delivery lead time shall be the time of reception of the fault-free goods at the reception point or user location specified by the Customer or the completion of successful acceptance within the allotted time.
2. If the Supplier observes that an agreed deadline or the agreed quality cannot be met for whatsoever reason, the Supplier must immediately notify the Customer in writing to this effect, specifying the reasons and the anticipated duration of the delay.
3. If the Supplier exceeds the agreed delivery deadline, the Supplier must pay the Customer a delay penalty equivalent to 0.5% of the relevant order item per started week of delay, up to a maximum of 5% of the total value.
4. This late delivery penalty is calculated on the basis of compensation for damages due to delay. The right of the Customer to claim any further damages remains unaffected.
5. If delivery by the Supplier is delayed, the Customer is also entitled to have recourse to the claims laid down by law.

6. After expiry of a reasonable extension period to no effect, the Customer is entitled, at the Customer's own discretion, to demand compensation for damages instead of delivery or to obtain replacement delivery from a third party or to cancel the contract. The claim for delivery/service is cancelled as soon as the Customer declares in writing the demand for compensation instead of delivery or the cancellation of the contract.
7. Acceptance of the late delivery or service without reservation does not entail any waiver of the Customer's rights to compensation for delayed delivery or service; this provision shall apply up to the full payment by the Customer of the sum due for the delivery or service concerned.
8. The failure of the Customer to supply necessary drawings and technical data may only be cited by the Supplier as legitimate grounds for delayed delivery if the Supplier has submitted a written reminder concerning the said documents and has not received them within a reasonable notice period.
9. Cases of "force majeure" release the contracting parties from their contractual obligations for the duration of the disturbance and to the extent of their effect. Within the framework of what is deemed reasonable, the parties undertake to provide the necessary information and notifications immediately and to adapt their contractual obligations to the altered conditions in good faith. The Customer is fully or partly released from the duty to accept the ordered delivery/service and is entitled to cancel the contract if the delivery/service – taking into account economic considerations – is no longer utilisable by the Customer due to the delay caused by the incidence of force majeure.
10. If for urgent operational reasons the Customer wishes the temporary stoppage of production or delivery, the Supplier must comply with this wish free of charge.

VI. Invoicing, Payment and Assignments of Claims

1. Invoices must be presented separately and in appropriate form to the Customer in two copies with all associated documents and data after completed delivery. Incorrectly submitted invoices shall not be deemed validly received by the Customer until the time of their correction.
2. Payment shall be made by normal commercial means within the stipulated lead times and under the agreed terms of payment and delivery, calculated per delivery/service and counting from receipt of the invoice.
3. In the event of deficient delivery, the Customer is entitled to withhold an equivalent proportion of the payment until full compliance with the delivery conditions.
4. Even if payment lead times are specified by calendar date, payment by the Customer may only be deemed late if the Customer has received a written reminder from the Supplier.
5. In the event of payments in advance, the Supplier must provide the Customer on request with suitable surety, e.g. a bank guarantee.
6. The assignment of claims to third parties is not permitted.
7. The Customer is entitled to offset the claims of the Supplier against the Customer's own claims on the basis of same-day settlement; this provision also applies to the Supplier's claims against other companies owned by the Customer.

VII. Customer's Services and Supplies

The Customer reserves the ownership rights over all parts and components made available to the Supplier. The parts and components provided by the Customer must be used exclusively for processing and implementing the order. In particular, resale by the Supplier is expressly prohibited. In the event of any reduction in value or loss of the said items, the Supplier must provide compensation. The Customer retains ownership of the provided parts and components even after their processing and assembly by the Supplier. Beyond simple legal retention of title, no reservation of ownership by the Supplier over the delivered products shall be accepted.

VIII. Liability for Deficiencies

1. The Supplier guarantees that all deliveries/services conform to the latest state of the art and to the relevant legal provisions and standards, regulations and directives of the authorities, safety organisations and specialist industrial associations. Moreover, the Supplier guarantees that all delivered goods are free of defects, conform to the Customer's requirements and are suitable for the intended use. If, in individual cases, deviations from the said provisions are necessary, the Supplier must obtain the written consent of the Customer to this effect. This consent shall not diminish the Supplier's liability for deficiencies. If the Supplier has any reservations concerning the Customer's desired mode of implementation, the Supplier must immediately notify the Customer of these reservations in writing.
2. The Supplier is responsible for the environmental compatibility of the delivered products and packing materials and for all consequential damages deriving from non-compliance with the Supplier's waste disposal obligations.
3. At the request of the Customer, the Supplier must issue a certificate of composition for the delivered goods. The Supplier must supply all applicable Safety Data Sheets together with the delivery. The Supplier shall also exempt the Customer from any legal recourse by third parties in the event of failure to provide these Safety Data Sheets or if the said Safety Data Sheets are delivered late or if they are incorrect. This provision also applies to all subsequent modifications.

4. The Customer shall inspect the delivered goods on receipt solely to check their identity, completeness and any transport damage, to the extent that such inspection is standard practice in normal business operation and is in conformity with the nature of the goods and their intended use. As a general rule, this inspection by the Customer is limited to random sample testing.
5. Complaints about deficiencies, as defined in § 377 of German Commercial Code ("HGB") shall be deemed to be submitted in good time if they are sent within 10 days of discovery of a deficiency. If the Supplier does not receive the complaint despite the fact that it has been duly sent, the complaint shall be deemed to be in good time if the Customer sends it to the Supplier immediately upon ascertaining that it has not been received. Any objection on the grounds of lateness of the complaint and acceptance of delivery without reservation shall not be accepted.
6. Complaints during the warranty period regarding deficiencies in delivery/service, including failure to provide guaranteed data and failures in guaranteed properties, must be remedied by the Supplier immediately and free of charge, including all additional costs, by repair or replacement of the defective parts or by new delivery, at the discretion of the Customer. After expiry of a reasonable notice period allowed by the Customer for repair or new delivery to no effect, the Customer shall also have the legal rights of recourse to cancellation of contract, reduction in price and compensation for damages.
7. If the Supplier fails to comply with the obligations deriving from this liability for deficiencies within the reasonable period stipulated by the Customer, the Customer shall be entitled to carry out the necessary measures either in person or via a third party, at the costs and risks of the Supplier. Minor deficiencies may be remedied by the Customer in compliance with the Customer's obligations under the sue and labour clause without prior agreement and without limiting the Supplier's obligations under the liability and warranty terms. In this case, the Customer can charge the Supplier the related costs. The same applies in the event of imminent risk of exceptionally high damages.
8. The warranty period is 24 months, counting from the date of delivery to the Customer's end user, but at the most 36 months after the transfer of risk to the Customer, unless otherwise expressly agreed or unless longer periods are laid down by law. The warranty period shall begin with the handover of the ordered article to the Customer or to the third party designated by the Customer at the receipt address or user location specified by the Customer. In the case of appliances, machines and plants, the warranty period starts on the date of acceptance specified in the written Declaration of Acceptance by the Customer. If acceptance is delayed through no fault of the Supplier, the warranty period shall be two years counting from the date of availability of the delivered article for acceptance.
9. In the case of delivered parts that could not remain in operation while investigating and/or remedying a deficiency, the warranty period in progress shall be extended by the time of interrupted operation. In the case of repaired or newly delivered parts, the warranty period shall be restarted on completion of the remedial measure or, if an acceptance procedure is specified, on acceptance. Where applicable, the Customer's acceptance must be requested in writing.
10. Batch deficiencies occur when the frequency of failure of materials, components, subsystems or systems is significantly higher than the normally expected values or the values quoted in the Supplier's offer. In particular, a deficiency is deemed to be of "batch" nature if the quantity of deficient materials exceeds 1% of the total quantity delivered to the Customer.
11. In this case, the Supplier must propose an action plan for remedying the deficiencies and must implement this plan at his own cost. This action plan must include measures that offset the expected effects on the performance of other components from the same batch due to the regularity of occurrence of the relevant fault. In the event of a batch deficiency, the Customer is entitled to demand the replacement of all devices of the relevant batch. If the Supplier's product is installed in another product, the Customer is also entitled to recall the Supplier's products. In this case, on first request, the Supplier must refund all costs and expenses. The Customer can validly demand settlement of these obligations within the warranty period or if the failure rate specified by the Supplier is exceeded. Further claims and other legal recourses remain unaffected.

IX. Quality Assurance

1. The Supplier undertakes to conclude a quality assurance agreement with the Customer if the Customer so requires.
2. If material test certificates are agreed, they must be sent to the Customer together with the delivery.

X. Product Liability

1. If the Supplier is responsible for a problem that gives rise to a product liability claim, the Supplier must on request exempt the Customer from any claims for compensation by third parties, to the extent that the cause is located within the Supplier's sphere of authority and organisational area, and the Supplier is individually liable to third parties.
2. In this context, the Supplier also undertakes to refund any expenses under §§ 683, 670 of German Civil Code ("BGB"), incurred by or as a result of a recall

action conducted by the Customer. Where possible and reasonable, the Customer must inform the Supplier of the content and scope of the intended recall action and must give the Supplier the opportunity to respond.

3. The Supplier undertakes to maintain a liability insurance policy providing suitably high cover. If the Customer is entitled to claim further damage compensation, these claims remain unaffected.
4. Moreover, the Supplier must be insured against all risks deriving from product liability, including suitable cover for the recall risk, and must on request present the insurance policy and the insurance certificate to the Customer for inspection.

XI. Industrial Property Rights

1. The Supplier guarantees that the results of the provided services are free of industrial property rights or copyrights and third party trademark rights and that to the knowledge of the Supplier no other rights limit or exclude the free use of the said results. The Supplier guarantees that no patents, licences or other third-party property rights are infringed by the delivery and use of the delivered items.
2. The Supplier shall immediately, upon request, exempt the Customer and the Customer's end users from any third party claims deriving from infringements of industrial property rights and shall bear all costs and expenses incurred by the Customer in this context.
3. The Customer is entitled, at the cost of the Supplier, to obtain authorisation from the entitled party to use the delivered products and services concerned.
4. If a third party submits claims against the Customer on the grounds of infringement of industrial property rights by the products delivered by the Supplier, and if the use of the said products is restricted or prohibited hereby, the Supplier must immediately, if the said claims are legitimate, at the Supplier's own discretion, either modify the relevant contractual services in agreement with the Customer so that they fall outside the protected domain whilst still conforming to the provisions of the contract, or else obtain authorisation for their unlimited use by the Customer or for their contractual use at no extra cost to the Customer. However, the right of the Customer to cancel the contract shall remain unaffected.

XII. Obligations under the Legislation on Electrical and Electronic Devices

The German law on the sale, return and environmentally compatible disposal of electrical and electronic devices ("ElektroG") shall apply, in the version valid at the time. Any contract clauses and/or Business Conditions of the Supplier contrary to the said legislation are hereby expressly opposed.

XIII. Design and Software Rights

The Customer can legitimately require the Supplier to hand over all scientific or technical documents and data relating to the order, in paper or electronic form, including drawings, parts lists, procurement sources and associated documentation. In order to carry out the order, the following products in use as software by Schiller must be used:

Electrical and pneumatic design:

Parts lists in Pdf format, Eplan format.

Mechanical design: Parts lists in Pdf format, 3D models in STEP format.

Software development: Electronic form; Source Code

Documentation in Word format. Measurement reports and maintenance schedule in Excel format.

XIV. Final Provisions

1. If individual parts of these General Purchasing Conditions are or become legally invalid, the validity of the other provisions shall not be affected; the same applies to the filling of gaps or loopholes in these General Purchasing Conditions.
2. The Supplier is not entitled to transfer the order or essential parts of the order to third parties without the prior written consent of the Customer.
3. The Customer shall treat all personal data of the Supplier in accordance with the German Data Protection Act.
4. Unless otherwise expressly agreed, the place of performance for the delivery obligation is the dispatch address or the user location required by the Customer; for all other obligations of both parties, the place of performance is 07629 Reichenbach, Germany.
5. If the Supplier suspends payments or if a provisional liquidator is appointed to open insolvency proceedings on the Supplier's assets, or if bill protests or cheque protests are outstanding against the Supplier, the Customer shall be entitled to cancel the contract in full or in part without incurring any counter-claim.
6. The exclusive place of jurisdiction is the court of Jena, Germany, if the Supplier is a trader. However, the Customer reserves the right to submit claims before any other permitted competent court.
7. The laws of the Federal Republic of Germany shall also apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).