

General terms and conditions of purchase of the WEBER-HYDRAULIK Group

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The following General Conditions of Purchase of WEBER-HYDRAULIK Group apply to all companies of WEBER-HYDRAULIK Group, which have their domicile in Germany or Austria. These companies are listed on the website www.weber-hydraulik.com. As far as in the following General Conditions of Purchase the words “we”, “us” or “our” etc. appear these refer always to the company of WEBER-HYDRAULIK Group which has placed the order with the supplier.

§ 1 General, Scope of Agreement

1. Our terms and conditions of purchase only apply to companies in accordance with § 310 (4) of the German Civil Code (BGB) as well as public corporations and special funds under public law.
2. Our purchasing conditions apply exclusively; We do not recognize any terms and conditions of the supplier that conflict with or deviate from our purchasing conditions, unless we have expressly agreed to their validity in writing. Our silence on such deviating conditions in particular does not count as recognition or approval, not even in the case of future contracts. Our terms and conditions of purchase shall apply in place of any general terms and conditions of the supplier even if we accept the supplier's delivery without reservation while being aware of the supplier's terms and conditions that conflict with or deviate from our terms and conditions of purchase or we order after the supplier has indicated the applicability of his general terms and conditions, unless we have expressly waived the application of our purchasing conditions. The exclusion of the general terms and conditions of the supplier also applies if these purchasing conditions do not contain any special provisions for individual regulation points. By accepting our order confirmation, the supplier expressly acknowledges that he waives his legal objection derived from the general terms and conditions.
3. All agreements made between us and the supplier for the purpose of executing this contract must be set down in writing.
4. Our purchasing conditions also apply to future business, even if we should not refer to them in individual cases.
5. Individual agreements made with the supplier on a case-by-case basis (including side agreements, additions and changes) always take precedence over these terms and conditions of purchase. A written contract or our written confirmation is decisive for the content of such agreements, subject to proof to the contrary.
6. Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be in writing, i.e. to be submitted in writing or text form (e.g. letter, email, fax). Statutory formal requirements and other evidence, especially in the event of doubts about the legitimacy of the declaring party, remain unaffected.
7. Our employees are not entitled to add to the content of the contract or to deviate from it. This does not apply to our organs and authorized signatories as well as to the persons authorized by them.

8. References to the validity of legal regulations are only used for clarification purposes. Even without such a clarification, the statutory provisions apply unless they are directly changed or expressly excluded in these purchasing conditions.

§ 2 Quote, Tender Documents

1. Our order is binding at the earliest when it is submitted or confirmed in writing. The supplier must inform us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.
2. The supplier is required to confirm our order in writing within a period of 7 working days or, in particular, to execute it without reservation by sending the goods (acceptance).
3. We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice of at least 10 working days before the agreed delivery date. The same applies to changes to product specifications, insofar as these can be implemented within the framework of the normal production process of the supplier without significant additional effort, whereby in these cases the notification period according to the preceding sentence is at least 20 working days. We will reimburse the supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delays in delivery that cannot be avoided in the normal production and business operations of the supplier with reasonable efforts, the originally agreed delivery date will be postponed accordingly. The supplier will notify us in writing of the additional costs or delays in delivery that he can expect from a careful assessment in good time before the delivery date, but at least within 10 working days after receipt of our notification in accordance with sentence 1.
4. We are entitled to terminate the contract at any time by giving a written declaration stating the reason if we can no longer use the ordered products in our business due to circumstances that have arisen after the conclusion of the contract. In this case, we will reimburse the supplier for the partial service he has provided.
5. We reserve property rights and copyrights to our images, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order; After the order has been processed, they and any copies thereof are to be returned to us without being asked. They are to be kept secret from third parties, in this respect the regulation of § 12 Paragraph 4 applies in addition.

§ 3 Prices, Terms of payment

1. The price shown in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging. The return of the packaging requires a special agreement.
2. All prices include the statutory sales tax, if this is not shown separately. The legal value added tax is not included in the price. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
3. We can only process invoices if they - in accordance with the specifications in our order - state the order number shown there; The supplier is responsible for all consequences resulting from non-compliance with this obligation, unless he can prove that he is not responsible for them.
4. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice, with a 3% discount or within 60 days of receipt of the invoice net. In the case of bank transfers, the payment is made on time if our transfer order is received by our bank before the payment deadline has expired; We are not responsible for delays caused by the banks involved in the payment process.
5. We do not owe any maturity interest. In the event of default in payment, we owe default interest in the amount of five percentage points above the base rate in accordance with Section 247 of the German Civil Code.
6. We are entitled to rights of set-off and retention as well as the objection of a non-fulfilled contract to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the supplier from incomplete or defective services.
7. The supplier has a right of set-off or retention only for counterclaims that have been legally established or are undisputed.

§ 4 Time of delivery, Delay in delivery

1. The delivery time stated in the order is binding. Early deliveries are not permitted.
2. The supplier is obliged to inform us immediately in writing of any imminent or actual non-compliance with a delivery date, its causes and the expected duration of the delay. The occurrence of the delay in delivery remains unaffected.
3. If the supplier does not provide his service or does not provide his service within the agreed delivery time or if he is in default, our rights - in particular to withdrawal and compensation - are based on the statutory provisions. In particular, we are entitled to demand compensation instead of performance after a reasonable period has expired without result. If we demand compensation, the supplier has the right to prove that he is not responsible for the breach of duty. The regulations in paragraph 4 remain unaffected.
4. In the event of a delay in delivery, we are entitled - in addition to further legal claims - to assert a contractual penalty of 0.5% of the order value for each week of delay in delivery (excluding sales tax), however the contractual penalty is limited to 5% of the total order value (excluding sales tax). The contractual penalty can be requested in addition to performance. Claims for damages instead of and in addition to the service and the right to withdraw from the contract remain unaffected. However, the contractual penalty is to be offset against any delay damage claimed by us. In the event of the fulfillment of the delivery obligations, we can declare the reservation of the assertion of the contractual penalty until the due date of the final payment. Der Lieferant ist verpflichtet, uns über jegliche drohende oder eingetretene Nichteinhaltung eines Liefertermins, deren Ursachen und die voraussichtliche Dauer der Verzögerung unverzüglich schriftlich in Kenntnis zu setzen. Der Eintritt des Lieferverzugs bleibt davon unberührt.

§ 5 Performance, Delivery, Passing of risk, Default in acceptance

1. Without our prior written consent, the supplier is not entitled to have the services owed by him performed by third parties (e.g. subcontractors). The supplier bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g. limitation to stock).
2. Delivery is "free domicile" to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to our place of business. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to provide). The supplier is obliged to provide adequate transport insurance. With the elimination of the SVS / RVS as of June 30, 1998, any declarations made regarding the ban customers / partial ban are no longer valid. We have been a waiver customer in the freight forwarding agreement since July 1st, 1998.

3. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identifier (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.
4. The risk of accidental loss and accidental deterioration of the item is transferred to us upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services also apply accordingly to acceptance. The handover or acceptance is the same if we are in default of acceptance.
5. The statutory provisions apply to the occurrence of our default in acceptance. However, the supplier must also expressly offer us its services if a specific or definable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier can demand reimbursement of additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns an unjustifiable item to be manufactured by the supplier (custom-made product), the supplier is only entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.
6. The supplier is not entitled to make partial deliveries without our prior written consent.
7. Even if shipping has been agreed, the risk is only transferred to us when the goods are handed over to us at the agreed destination.

§ 6 Quality, Documentation

1. The supplier must comply with the recognized rules of technology, the safety regulations and the agreed technical data for his deliveries. He guarantees compliance with the "Quality Assurance Agreement for Suppliers of WEBER-HYDRAULIK GMBH", which is made available to him free of charge at any time upon request.
2. The supplier must document compliance with our "Quality Assurance Agreement for Suppliers of WEBER-HYDRAULIK GMBH" for deliveries and the measures taken for this in a suitable form. After prior written notification, we are entitled to check compliance with these guidelines in the supplier's works by our agents during normal working hours.

§ 7 Inspection of defects, Warranty

1. The statutory provisions apply to our rights in the event of material and legal defects in the goods (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and for other breaches of duty by the supplier, unless otherwise specified below.
2. According to the statutory provisions, the supplier is particularly liable for ensuring that the goods have the agreed quality when the risk is transferred to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or are included in the contract in the same way as these purchasing conditions apply as an agreement on the quality. It makes no difference whether the product description comes from us, the supplier or the manufacturer.
3. We do not waive warranty claims through acceptance or approval of submitted samples.
4. Notwithstanding Section 442, Paragraph 1, Sentence 2 of the German Civil Code, we are entitled to unlimited claims for defects even if the defect was unknown to us at the time the contract was concluded due to gross negligence.
5. The statutory provisions (§§ 377, 381 HGB) apply to the commercial inspection and notification obligation with the following stipulation: Our inspection obligation is limited to defects that emerge during our incoming goods inspection under external assessment including the delivery papers (e.g. transport damage, Wrong and underdelivery) or are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to examine. In addition, it depends on the extent to which an investigation is feasible in the normal course of business, taking into account the circumstances of the individual case. Our obligation to notify us for defects discovered later remains unaffected. Irrespective of our duty to inspect, our complaint (notification of defects) is deemed to be prompt and timely if it is sent within 7 working days of discovery or, in the case of obvious defects, of delivery.
6. If we discover a defect in the delivered products, we are entitled to charge a flat fee of € 100 plus sales tax for testing the product and creating a test report. This does not exclude the assertion of higher costs for the inspection and examination of delivered defective goods from the point of view of damages.
7. Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods have been incorporated into another item or attached to another item in accordance with their type and purpose, our statutory right to reimbursement of corresponding expenses remains unaffected. The supplier bears the expenses necessary for the purpose of testing and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy defects remains unaffected; In this respect, however, we are only liable if we recognized or did not recognize through gross negligence that there was no defect.

8. Without prejudice to our legal rights and the regulations in Section 6, Paragraph 7, the following applies: If the supplier does not meet his obligations for subsequent performance - at our option by removing the defect (repair) or by delivering a defect-free item (replacement delivery) - within one of If we do not follow a reasonable deadline set by us, we can remedy the defect ourselves and demand compensation from the supplier for the expenses required for this or a corresponding advance payment. If the supplementary performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or impending occurrence of disproportionate damage), no deadline is required; We will inform the supplier of such circumstances immediately, if possible in advance.
9. In addition, in the event of a material or legal defect, we are entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.
10. Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims is suspended until the supplier rejects our claims or declares the defect to have been eliminated or otherwise refuses to continue negotiations on our claims. In the case of replacement deliveries and the removal of defects, the warranty period for replaced and reworked parts begins again, unless we had to assume, based on the supplier's behavior, that the supplier was not obliged to take the action, but only carried out the replacement delivery or removal of defects for reasons of goodwill or similar reasons.

§ 8 Product liability, Indemnity, Third-party insurance

1. If third parties assert claims for damages based on product liability against us, the supplier is obliged to exempt us from such third party claims at the first request if the cause is in his sphere of control and organization and he is himself liable in the external relationship. This is especially the case if the cause of the existing or alleged defect lies in the products delivered by the supplier or if the supplier has failed to inform us of any risks associated with the use and installation of the products delivered by the supplier. This does not exclude the applicability of § 254 BGB. This indemnity obligation does not apply if the claim is based on gross negligence or willful breach of duty on our part.
2. Within the scope of his indemnification obligation, the supplier has expenses according to To reimburse §§ 683, 670 BGB, which result from or in connection with a claim by third parties including recall campaigns carried out by us. We will inform the supplier about the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected. The validity of § 254 BGB is not excluded.
3. The supplier undertakes to take out product liability insurance with a coverage of € 10 million per personal injury / property damage - lump sum; if we are entitled to further claims for damages, these remain unaffected.

§ 9 Intellectual property rights of third parties

1. The supplier guarantees that the products he supplies do not infringe any third-party property rights in countries of the European Union or other countries in which he manufactures the products or has them manufactured.
2. If half claims are made against us by a third party, the supplier is obliged to release us from these claims upon first written request; we are not entitled to make such agreements with the third party without the consent of the supplier, in particular to conclude a settlement.
3. The supplier's obligation to indemnify relates to all expenses that we incur from or in connection with claims by a third party.
4. Our further legal claims due to legal defects in the products delivered to us remain unaffected. Claims based on legal defects become statute-barred 36 months after the transfer of risk.
5. § 254 BGB applies.

§ 10 Recourse against the supplier

1. We are entitled to our statutory recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement delivery) from the supplier that we owe to our customers in individual cases. This does not restrict our statutory right to choose (Section 439 Paragraph 1 BGB).
2. Before we recognize or fulfill a defect claim asserted by our customer (including reimbursement of expenses in accordance with §§ 445a Paragraph 1, 439 Paragraph 2 and 3 BGB), we will notify the supplier and ask for a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is found, the claim for defects actually granted by us shall be deemed owed to our customer. In this case, the supplier is responsible for providing evidence to the contrary.
3. Our claims from supplier recourse also apply if the defective goods are received by us or another entrepreneur, e.g. by incorporating it into another product.

§ 11 Statute of limitation

1. The mutual claims of the contracting parties expire in accordance with the statutory provisions, unless otherwise specified below.
2. Deviating from Section 438 (1) No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If an acceptance has been agreed, the limitation period begins with the acceptance. The 3-year limitation period applies accordingly to claims arising from defects of title, whereby the statutory limitation period for real claims for surrender by third parties (Section 438 (1) No. 1 BGB) remains unaffected; In addition, claims based on

defects of title do not become statute-barred as long as the third party can still assert the right against us - especially in the absence of a statute of limitations.

3. The statute of limitations of the sales law including the above extension apply - to the legal extent - for all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation (§§ 195, 199 BGB) applies, unless the application of the limitation periods of the sales law in individual cases leads to a longer limitation period.

§ 12 Replacement parts

1. The supplier is obliged to keep spare parts for the products delivered to us for a period of at least 15 years after delivery.
2. If the supplier intends to discontinue the production of spare parts for the products delivered to us, he will inform us of this immediately after the decision to discontinue. This decision must - subject to paragraph 1 - be made at least 12 months before production is discontinued.

§ 13 Retention of title, Provision of parts, Tools, Confidentiality

1. If we provide parts to the supplier, we reserve title to them. Processing and transformation by the supplier are carried out for us. If our reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
2. If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer a proportion of the joint ownership to us; the supplier shall keep the sole ownership or joint ownership for us.
3. We reserve title to tools; the supplier is obliged to use the tools exclusively for the production of the goods we have ordered. The supplier is obliged to insure the tools belonging to us at replacement value at his own expense against fire, water and theft damage. At the same time, the supplier hereby assigns to us all claims for compensation from this insurance; We accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work as well as all maintenance and repair work on our tools in good time at his own expense. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages remain unaffected. The supplier is obliged to return the tools we own to us upon first request. In relation to us, the supplier is considered to be the servant of such tools; he is not entitled to his own right of possession. Any rights of retention of the supplier to such tools are excluded - regardless of the legal reason.

4. The supplier is obliged to keep all images, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation also applies after this contract has been completed; it expires if and to the extent that the manufacturing system contained in the illustrations, drawings, calculations and other documents has become generally known.
5. Insofar as the security interests to which we are entitled in accordance with paragraph 1 and / or paragraph 2 exceed the purchase price of all our unpaid reserved goods by more than 10%, we are obliged to release the security interests at our discretion at the request of the supplier.

§ 14 Compliance with statutory provisions

1. In connection with each delivery item or each service provided, the supplier must ensure compliance with all statutory provisions, ordinances and other regulations, in particular all safety and environmental provisions. In particular, the regulations of the European directives must be observed for all deliveries.
2. The supplier is obliged to comply with the requirements and obligations in connection with substance bans in accordance with statutory provisions and ordinances for each individual delivery item. This applies in particular to the requirements and obligations of the REACH regulation EC No. 1907/2006, the RoHS directive RL 2011/65 EU in its currently applicable version, including the respective changes and additions, and their implementation in national law by the member states of the EU . At our request, the supplier will provide us with written product-specific declarations of conformity, which also apply to our customers and which we can pass on to our customers.
3. The supplier is obliged to adhere to the relevant export restrictions and to notify us in writing of any authorization requirements for (re-) exports of his goods in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of his goods immediately upon ordering to inform. The supplier will reimburse us for all additional costs and other damage that we incur due to incomplete or incorrect information, insofar as it is responsible for these.

§ 15 Export control, Import regulations

1. The supplier acknowledges and undertakes, in the event of an intended provision of information, products, goods, materials, services or technology (hereinafter referred to as goods) to us, of which the supplier is aware or, after careful examination, gives reason for acceptance has that the restrictions in German, EU, US or other applicable regulations (e.g. licensing obligations, personal or country-related sanctions) are subject to us immediately and before the export, re-export, transfer, disclosure or provision of the controlled goods via them Inform about restrictions. As far as the supplier is aware, the supplier should inform us where

these are listed (e.g. on the US Commerce Control List) and which restrictions apply to export, re-export, the transfer, disclosure or provision of the controlled goods under the applicable regulations.

2. The supplier shall, at its own expense, obtain and retain any stateily authorizations, permits, approvals, registrations, permits or licenses that the supplier may need to export, re-export, pass on, disclose or provide goods under this agreement.
3. The supplier further acknowledges that he will cooperate with us by providing us with information and other support on request that are required for the export qualification, export documentation and issuing of export permits (if necessary) for the inspected goods.
4. In any case, the supplier guarantees that it will not export, re-export, pass on, disclose or make available controlled goods without our express prior written consent.

§ 16 Assignment

The supplier is not entitled to assign his claims from the contractual relationship to third parties. This does not apply if it is a question of money claims.

§ 17 Applicable law. Place of jurisdiction, Place of performance, Severability

1. All contracts between us and the supplier are subject to the substantive law of the Federal Republic of Germany, excluding the provisions of international private law and excluding the provisions of the UN Sales Convention (CISG).
2. If the supplier suspends his payments, if a preliminary insolvency administrator is appointed or if insolvency proceedings are opened against the supplier's assets, we are entitled to withdraw from the contract in whole or in part or to terminate the contract. In this case, we can make use of the facilities available for the continuation of the work or the deliveries and services provided by the supplier up to now against reasonable remuneration.
3. If the supplier is a registered trader and has his seat in the European Union, Switzerland, Norway or Iceland at the time of the initiation of the procedure, the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between us and the supplier is the seat of our company that placed the delivery order. Notwithstanding this, however, we are entitled to take legal action at any other general or special place of jurisdiction.
4. As far as the preceding paragraph 3 is not applicable, all disputes that arise in connection with the respective delivery contract or about its validity will be finally decided in accordance with the arbitration rules of the German Institution for Arbitration (DIS), excluding the ordinary legal process. The place of arbitration is Heilbronn. The language of the arbitration is German.
5. The place of performance for all obligations arising from the business relationship is the seat of our company that placed the delivery order.

6. Should a provision of this contract be or become wholly or partially ineffective / void or not feasible for reasons of the law of the general terms and conditions according to §§ 305 to 310 BGB, the statutory regulations apply. Should a current or future provision of the contract be or become wholly or partially ineffective / void or unenforceable for reasons other than the provisions relating to the law of the general terms and conditions according to §§ 305 to 310 BGB, the validity of the remaining provisions of this contract shall apply not affected, unless the execution of the contract - also taking into account the following regulations - would represent an unreasonable hardship for one party. The same applies if there is a gap that needs to be filled after the contract has been concluded. Contrary to any principle according to which a severability maintenance clause is basically only intended to reverse the burden of proof, the validity of the remaining contractual provisions should be maintained under all circumstances and thus § 139 BGB should be waived altogether. The parties will replace the ineffective / void / unenforceable provisions or gaps that need to be filled for reasons other than the provisions relating to the law of the general terms and conditions according to §§ 305 to 310 BGB with an effective provision, which in its legal and economic content of the ineffective / void / unenforceable provisions and the overall purpose of the contract. § 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision must be agreed with a legally permissible measure that comes closest to the original measure.

§ 18 Data privacy

The information requirements according to Art. 13, 14 GDPR and further information on data protection can be found on our website at <https://www.weber-hydraulik.com/datenschutz/> in section 1.5 Suppliers / Customers.